



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, April 23, 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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If you have a physically challenging condition and require special accommodations, please call the City Clerk's office at (925) 625-7000.

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

Information Regarding Public Comment

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

1.OPENING MATTERS

- 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 Liberty Union High School District Superintendent (Eric Volta) and Oakley Union Elementary School District Superintendent (Jeff Palmquist)**
- 1.4 Proclamation Recognizing May 5-11, 2024 as Municipal Clerks Week (Libby Vreonis, City Clerk)**
[Proclamation](#)

2.PUBLIC COMMENTS

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

3.COUNCILMEMBER COMMENTS

4. CONSENT CALENDAR

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

4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting held April 9, 2024 (Libby Vreonis, City Clerk)

[Minutes 04-09-24](#)

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

[Memo](#)

4.3 Adopt a Resolution Authorizing the City Manager to Execute an Agreement for monthly Security Camera Services with KB Security Kams, Inc. for Fiscal Years (FY) 2024/25 and 2025/26 (Kevin Rohani, P.E., Public Works Director/City Engineer)

[Staff Report](#)

[1. Resolution](#)

[2. Proposal](#)

4.4 (Continued from April 9, 2024) Adopt a Resolution Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (portions of APN 034-090-022, located at Laurel Road and O'Hara Avenue) (Derek Cole, City Attorney)

[Staff Report](#)

[1. Proposed Resolution Accepting Real Property](#)

4.5 Adopt a Resolution Approving the Contract and Grant of Transmission Line Easement for a portion of Laurel Road to Western Area Power Administration (WAPA) to Relocate Electric Utility Poles to accommodate the Laurel Road Widening Project – Capital Improvement Project Number 280 (Kevin Rohani, P.E., Public Works Director/City Engineer)

[Staff Report](#)

[1. Resolution](#)

[2. Easement Plat and Legal Document](#)

- 4.6 Adopt a Resolution Authorizing the City Manager to execute an agreement with TJKM Transportation Consultants, to provide contract traffic engineering services for the City of Oakley on an on-call basis for Fiscal Years (FY) 2024/25 and 2025/26 (Kevin Rohani, P.E., Public Works Director/City Engineer)**

[Staff Report](#)

- [1. Resolution](#)
- [2. TJKM Proposal](#)

- 4.7 Adopt a Resolution for Award of a contract to Waterworks Industries, Inc. for Lake, Aeration Fountain, Pump Station, Generator Maintenance and Overhead Crane Inspection Services at Cypress Grove Subdivision, Emerson Ranch Subdivision, Delaney Park Subdivision, Prescott Subdivision, Bridgehead Rd, City Hall, Recreation Center and Oakley Plaza for Fiscal Year FY 2024/25 and 2025/26 (Kevin Rohani, P.E., Public Works Director/City Engineer)**

[Staff Report](#)

- [1. Resolution](#)
- [2. Waterworks Proposal](#)

- 4.8 Adopt a Resolution Authorizing the Purchase and Installation of Four New Firewalls (Danielle Navarro, Assistant City Manager and Robert Barker, IT Manager)**

[Staff Report](#)

- [1. Proposed Resolution](#)
- [2. Firewalls Quote](#)

- 4.9 Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Contract with Keep IT Simple for Information Technology Services for FY 2024/25 (Danielle Navarro, Assistant City Manager)**

[Staff Report](#)

- [1. Proposed Resolution](#)
- [2. Unsolicited Proposal and Statement of Work for It Support from KIS](#)

- 4.10 Adopt a Resolution Authorizing the Purchase and Installation of a New Storage Area Network and Appropriation of \$105,538 from the ARPA Fund in FY 2023/2024 (Robert Barker, IT Manager)**

[Staff Report](#)

- [1. Proposed Resolution](#)
- [2. Storage Area Network Equipment Quotes](#)

- 4.11 Adopt a Resolution authorizing the City Manager to Execute a Purchase and Sale Agreement with KB Home North Bay for the sale of the real property containing approximately 27.0-acres, located at the northeast corner of East Cypress Road and Knightsen Avenue (APN 032-081-025) (Joshua McMurray, City Manager)**

[Staff Report](#)

[Site Map](#)

[Draft Resolution](#)

[Draft Purchase and Sale Agreement](#)

- 4.12 Adopt a Resolution Approving the Agreement with McDonald's USA, LLC (APN 035-510-006) for "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 09-20 McDonald's Restaurant Project Located at 1060 Laurel Plaza and Authorizing the City Manager to Execute the Agreement (Kevin Rohani, P.E., Public Works Director/City Engineer)**

[Staff Report](#)

[1. Resolution](#)

[2. Stormwater Agreement](#)

- 4.13 Adopt a Resolution Approving the Agreement with McDonald's USA, LLC for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for DR 09-20 McDonald's Restaurant Project Located at 1060 Laurel Road and Authorizing the City Manager for Execute the Agreement (Kevin Rohani, P.E., Public Works Director/City Engineer)**

[Staff Report](#)

[1. Resolution](#)

[2. Vicinity Map](#)

[3. Landscaping Agreement](#)

- 4.14 Approve the City of Oakley Website Design, Hosting, Implementation & Maintenance Support Services Request for Proposal (RFP) and Authorize the Release of the RFP (Danielle Navarro, Assistant City Manager)**

[Staff Report](#)

[1. Request for Proposal \(RFP\)](#)

5. PUBLIC HEARINGS

6. REGULAR CALENDAR

- 6.1 Annual Report of Military Equipment Usage - 2023 (Paul Beard, Chief of Police)**

Staff Report

1. Oakley Police Department 2023 Annual Military Equipment Report

2. Oakley Police Department Policies Regarding Military Equipment

6.2 Waive the First Reading and Introduce an Ordinance Amending Section 2.1.010 of the Oakley Municipal Code Concerning the Use of Social Media by Members of the City Council (Derek Cole, City Attorney)

Staff Report

1. Ordinance

7.REPORTS

7.1 CITY MANAGER

(a) City Manager

(b) Report from the Oaks Apartments

(c) Legislation Update

(b) The Oaks Update

(c) AB 1657 (Wicks) Bill Analysis

(c) AB 1033 (Ting) Bill Analysis

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



Proclamation

55th Annual Professional Municipal Clerks Week

May 5-11, 2024

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations, and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED, that I, Anissa Williams, Mayor of the City of Oakley along with the members of the Oakley City Council, do recognize the week of May 5 through 11, 2024 as Professional Municipal Clerks Week and further extend appreciation to our Professional Municipal Clerk, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

April 23, 2024

Anissa Williams, Mayor



Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority held April 9, 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 p.m. Vice Mayor Shannon Shaw and Councilmembers Hugh Henderson and Aaron Meadows were in attendance. Councilmember Dr. George Fuller joined via teleconference.

Mayor Williams announced that Dr. Fuller was joining from the Hilton Garden Inn Philadelphia Center City Room 973, 1100 Arch Street, Philadelphia, PA 19107.

1.2 Pledge of Allegiance to the Flag (Daniel Adair, Delta Vista Middle School Student)

Daniel Adair led the Pledge of Allegiance to the Flag.

1.3 Proclamation Recognizing April 7-13, 2024, as National Library Week and Update from Oakley Library Manager Lisa Cano-Loomis

Mayor Williams presented the proclamation to Oakley Library Manager Lisa Cano-Loomis. Ms. Cano-Loomis provided a PowerPoint presentation regarding the library including National Library Week, circulation, e-book checkouts, library visits, most popular books in 2023, Rolling Reader, CareersOnline High School, Library Foundation of Contra Costa, Bookmark Art contest winners, STEAMUp Spring Break, Sterling the Bubblesmith, Rockets Away, sensory playtime/neurodiversity, and how a larger library would provide welcoming and safe community space, space for children, space for teens, meeting rooms, study rooms, Friends of the Oakley Library space, and endless possibilities.

Councilmember Meadows inquired what is located on the wall in slide 14.

Ms. Cano-Loomis mentioned she believes it is the donor wall at the Pleasant Hill Library.

Councilmember Meadows mentioned he pointed out the wall because that is what it will take to have a new Oakley Library.

Dr. Fuller thanked her for her presentation and mentioned he looks forward to working with her. He mentioned he likes the diagram of the proposed Library on the City's webpage; it is something they can begin envisioning.

2) PUBLIC COMMENTS

Mayor Williams mentioned there was one online public comment submitted and it will be made part of the meeting record. The comment was submitted by Julie P. She inquired what could be done regarding homeless tents off Laurel and the freeway.

Dr. Richard Brophy shared that he has been a resident since 1992, and last month, he provided irrefutable evidence of the unconscionable burden brought on our country by illegal immigration. He mentioned the statistics are not of a political affiliation; they are from the federal government. He also mentioned that illegal aliens are drawn to sanctuary cities, are allowed to place an unconscionable burden on taxpayers, and are committing crimes at a disproportionate percentage related to the population. He mentioned if you turn on the television, you'll see an attack on a citizen or even a law enforcement officer because they have no regard for our laws, not all of them, but enough of them where we need to be concerned. He mentioned that today, 125,000 illegals were transported to San Diego. He shared that he was once a trustee for a church, and he always inquired how they are going to pay for it, and here they are not; they are going to have to raise taxes in an already highly taxed state. He requested until they can remove, via the ballot box, those who have a cavalier approach to enforcing our laws, we're basically on our own. He mentioned Oakley is not a sanctuary city and he is requesting the City Council make a public proclamation reaffirming that it is not a sanctuary city and immediately amend the City's website homepage to show that it is not a sanctuary city; it is a city that obeys the law. He provided data for the Council and the oath of office and asked the Council to review the oath and make a public vote on the issue so they can see who takes the oath seriously.

Bud Chaddock mentioned it is now spring and, in the fall, the salmon will spawn again. He shared that by his calculations, he estimates at least 1,000 salmon were poached from the creek this past year, indicating that he is walking the area to see it. He mentioned it is very serious, as there is not going to be a commercial sport season once again, and there are a lot of people affected by it. He thanked Mayor Williams for reaching out to him, looking up data and doing footwork, as it is more serious than people realize and it is allowing extinction to happen, but there have been a few people getting together on it. He mentioned that Dr. Fuller made comments on it earlier and Mayor Williams has done homework on it that justifies doing something more than they are doing; indicating not one citation has been issued. He mentioned since all the beautiful work has been done in the creek to connect with the Delta again to allow for proper spawning again; to let it go for not is not the right direction to go in. He shared

that September/October/November will be paramount in patrolling it and fines should be handed out, for possession alone, especially because people are out of work because of it and are losing their businesses and boats from it, people that make good money from it and do it right, in a lawful way.

3) COUNCILMEMBER COMMENTS

Councilmember Meadows asked Mr. Chaddock to follow up with him where Fish & Game is in this matter.

Dr. Fuller commented on the public comment submitted reporting the encampment on the Laurel overpass. He shared that he recently asked City Manager Joshua McMurray about it, and Mr. McMurray reminded him it is the City of Antioch's area and their responsibility. He shared that he is presenting at the AERA (American Education Research Association) conference, and the City of Pittsburgh has a reputation as the most accessible city for disabled persons with the City of Philadelphia right behind them. He mentioned in being a disabled person, they are very welcoming and accessible.

Mayor Williams commented that recently Governor Newsom reported on the record level snowpack; however, that water is still a huge issue for California. She mentioned he has released many articles on the topic and has indicated in them that he vows to bring back the Delta Conveyance Project in his Water Plan.

4) CONSENT CALENDAR

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

Mayor Williams mentioned that staff has requested to pull item 4.4. She inquired if there is a date certain to which it is being continued.

City Attorney Derek Cole mentioned they hope to bring it back at the next meeting.

Item 4.1 was pulled by Vice Mayor Shaw.

Item 4.2 was pulled by Dr. Fuller.

Item 4.6 was pulled by Mayor Williams.

It was moved by Councilmember Meadows and seconded by Councilmember Henderson to approve the remainder of the Consent Calendar. The City Clerk conducted a roll call vote. Motion was unanimous and so ordered. (5-0)

Item 4.1

Vice Mayor Shaw commented that she reviewed the proposed changes and went back to watch the video where some of the changes were suggested, and she is noticing that

some of the proposed changes are beyond what was said at the last meeting. She mentioned that she has no problem changing the spelling of David Wall's last name to Wahl. She added that she believes the minutes were as detailed as they could have been and one of the comments made during the last meeting was, "I meant to say", which she believes is a slippery slope to do down because they all get up there and say things, and what they meant to say maybe didn't come out that way, and if they keep going back to what was meant to be said or what they were referencing, it is a problem for her, and they talked about changing minutes before, and she is not supporting any other changes.

Mayor Williams inquired if they could move this item to keep the original minutes without other changes except for the correct spelling of David Wahl's last name.

Ms. Vreonis responded that she believes the Council could do that, rejecting all other changes other than David Wahl.

Dr. Fuller asked for it to be explained.

City Attorney Derek Cole mentioned their options would be if it is the pleasure of the Council to approve the minutes with the amendments shown in red, the motion would be to move the minutes as amended; if it is the Council's pleasure to approve the minutes as previously presented at the last meeting, the motion would be to approve the minutes without the changes shown in red; a third option is if there is a change the Council accepts, which is the gentleman's name, the Council can make a motion to approve the minutes as originally drafted without the changes, except for the gentleman's name.

Dr. Fuller commented that he believes the minutes should be detailed and correct. He shared that that he was asked to put his words in writing which he did, and no one asked for word for word verbatim. He mentioned it is a good summary and is accurate; to not include it would be a disservice to the community; they rely on the minutes; and when they need corrections, they need to be corrected. He mentioned he has seen it go on for 2-3 meetings now and he has seen where it has been said that he didn't do it right so we won't vote on it now and we won't go back and change the minutes because whatever they say the first time is good enough and he would oppose any of that.

Dr. Fuller moved to approve the minutes as amended. The motion died for lack of second.

It was moved by Vice Mayor Shaw and seconded by Mayor Williams to approve the original minutes except for amending David Wall to reflect David Wahl.

The City Clerk conducted a roll call vote. The item was approved. AYES: Henderson, Meadows, Shaw, Williams. NOES: Fuller (with the caveat that the proposed amendments be attached to these minutes). (4-1)

Item 4.2

Dr. Fuller mentioned that the “Randall-Bold Water Treatment Plant” should replace “Ironhouse Sanitary District” on page 3 of the minutes where he provided Councilmember comments. He moved to approve the item with this amendment.

Councilmember Meadows commented that the Council had a joint meeting with Ironhouse Sanitary District and Diablo Water District at Big Break Regional Park. He mentioned Randall-Bold is the water treatment plant off Neroly.

Mayor Williams mentioned she believes Randall-Bold was brought up during Council reports as part of what happened at the Diablo Water District meeting, but she does not see it here.

Dr. Fuller’s motion died for lack of a second.

It was moved by Councilmember Meadows and seconded by Vice Mayor Shaw to approve the minute as presented. The City Clerk conducted a roll call vote. AYES: Henderson, Meadows, Shaw, Williams. NOES: Fuller. The item was approved. (4-1)

Item 4.6

Mayor Williams mentioned she pulled the item so the public can hear all the projects and the report in case they are not able to look through the agenda packet. She asked if staff could provide an overview of all the great work happening and that still to come.

Public Works Director/City Engineer Kevin Rohani provided highlights of his report, including feature projects at East Cypress Road and Laurel Road. He mentioned he will have a report on Laurel Road later on the agenda. He mentioned that construction for the East Cypress Road project will occur in the next 2-3 years from Knightsen Avenue in an eastward direction to Bethel Island Road and will include 4 lanes, a median, sidewalks, curb, gutter, underground drainage systems, and traffic signals. He mentioned parts of it have already been designed, awarded, contracted and other parts are under design. He mentioned the other important project is Laurel Road near the O’Hara Avenue intersection. He explained they have been working for several years to obtain the right-of-way and it is now under design. He mentioned it involves moving big WAPA utility poles which WAPA will be relocating over the next 2-3 months, and he will present a contract for construction in July which he hopes, if approved, they may begin construction in August. He explained that the construction will complete the road from O’Hara Avenue to Cloverbrook Avenue and also O’Hara Avenue from Laurel Road south to the end of the Del Barba vineyard. He added that the benefit and timing of the project is important as the Safeway shopping center project and this project will complement each other. He mentioned the Safeway project will start its offsite work by August/September so by end of summer next year, the offsite work on Laurel Road and O’Hara Avenue will include a traffic signal and there will be major improvement. He

mentioned just as important as these projects, it is also important for the City to replace and repair damaged concrete and the City offers a cost-share program to share the cost with property owners. He mentioned that project is under construction now and staff will bring an acceptance report to the Council in May. He mentioned other small projects that are just as important such as the traffic calming project, continuing traffic signal modernization, and an award for the Enrico Cinquini Park.

It was moved by Mayor Williams and seconded by Vice Mayor Shaw to accept the report. The City Clerk conducted a roll call vote. Motion was unanimous and so ordered. (5-0)

- 4.2 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency and Special Public Financing Authority Meeting held March 26, 2024 (Libby Vreonis, City Clerk)**
- 4.3 Accept Report Out of Closed Session Memo (Derek Cole, City Attorney)**
- 4.4 Adopt a Resolution Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (portions of APN 034-090-022, located at Laurel Road and O'Hara Avenue) (Derek Cole, City Attorney)**
- 4.5 Adopt a Resolution Accepting as complete the work associated with Capital Improvement Project Number 249-Recreation Center Emergency Generator Project (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.6 Accept the Fiscal Year (FY) 2023/24 Third Quarter Report on the Capital Improvement Program (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.7 Adopt a Resolution Authorizing the City Manager to execute a Consulting Services Agreement with Francisco & Associates, Inc. for preparation of professional special Police Tax Services (P6), Community Facility District (CFD), Lighting and Landscape Assessment District (LLAD), and Common Area Maintenance (CAM) for FY 2024/25 and FY 2025/26 (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.8 Adopt a Resolution Approving a Subdivision Improvement Agreement and Final Map for Machado Property Subdivision 9615 located at the southwest corner of East Cypress Road and Machado Lane (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.9 Adopt a Resolution Awarding a Construction Contract to K&K JL Services, Inc. for the construction of the Public Works Operations Building Remodeling Project, Capital Improvement Project Number 303 (Kevin Rohani, P.E., Public Works Director/City Engineer)**

4.10 Adopt a Resolution Appointing a Representative to the Contra Costa County Advisory Council on Aging for a Two-Year Term (Libby Vreonis, City Clerk)

5) PUBLIC HEARINGS

Mayor Williams announced there are no public hearing items.

6) REGULAR CALENDAR

6.1 Approve a Letter of Support for Senate Bill 1034 (SB 1034) regarding a California Public Record Act response extension during a declared State of Emergency (Libby Vreonis, City Clerk)

City Clerk Libby Vreonis presented the staff report.

There were no public comments.

Dr. Fuller requested the letter be amended to include that the state incur the cost of the City Clerk's Office to retrieve records in response to Public Records Act requests as it is a state mandated program for the Clerk to retrieve records at the local level. He motioned to approve the letter with this amendment. The motion died for lack of a second.

It was moved by Vice Mayor Shaw and seconded by Councilmember Henderson to approve the letter of support as presented. The City Clerk conducted a roll call vote. Motion was unanimous and so ordered. (5-0)

6.2 Adopt a Resolution Approving the Design and Construction Agreement with Contra Costa Water District for the Canal Undergrounding Project Segment 5A on East Cypress Road at Jersey Island Road associated with Capital Improvement Project (CIP) Number 310 (Kevin Rohani, P.E., Public Works Director/City Engineer)

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

Mayor Williams inquired if road completion would be able to happen without undergrounding of the canal.

Mr. Rohani mentioned that it can, but not really because the canal still needs to be addressed. He explained that this is the only section not undergrounded at the Cypress overcrossing; pipes are undergrounded north and south and now they have to close the gap, install pipes, and put the roadway on top.

There were no public comments.

It was moved by Councilmember Meadows and seconded by Councilmember Henderson to approve the item. The City Clerk conducted a roll call vote. Motion was unanimous and so ordered. (5-0)

7) REPORTS

7.1 CITY MANAGER (a) City Manager

City Manager Joshua McMurray announced that Art in the Park will be held Saturday, 10am-1:00 pm, and if it rains, the Recreation Division has an alternative. He also announced that on May 4, the City will host the City's 25th Anniversary Party at Civic Center Plaza, 4:00pm-10:00pm. He reported that the second Library Stakeholders' meeting was held last week, and progress is being made. He mentioned the City's website homepage has been updated to include information regarding the envisioned library with a link to the Friends of Oakley Library website that has information regarding the project, and the Friends have kickstarted their fundraising effort.

(b) Business License Update

Mr. McMurray mentioned the business license report for March was included with the agenda packet.

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

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

Councilmember Meadows reported he attended the Contra Costa Transportation Authority Planning Committee meeting last Thursday where the WETA (Water Emergency Transportation Authority) Ferry Service was discussed, including 4 proposed locations, two in Hercules and two in Pittsburg/Antioch, but not all four will go.

Vice Mayor Shaw reported she attended the Tri-Delta Transit meeting, the Library sub-committee meeting, and the ribbon cutting at Willy's Bagels last Friday.

Councilmember Henderson reported he attended the Ironhouse Sanitary District meeting on April 2 and they are working on public education which we will see more of in the community. He also reported he attended the Contra Costa County Needs for Affordable Housing and Homelessness consortium held in Brentwood on April 4, the ribbon cutting for Willy's Bagels on April 5 and it is exciting to have that new business in town, and Friday Night Bites where the weather was a little cold.

Dr. Fuller reported ABAG/BAHFA/others are in full force to get the \$20 billion regional affordable housing bond issue on the November ballot and the next report will be August 2nd. He mentioned he will have more on this when he returns. He also

mentioned one of the most disturbing aspects is that they seem to have a bouncing ball; they don't have a set \$10 billion or \$20 billion but are going forth with a regional approach which for 9 counties, will impact residents' property tax. He also reported that AB 1657 (Wicks) is going along fine, and she is taking the lead for democrats with affordable housing, and she is now toying with more measures to come which is a little frightening because Mayor Arreguin from Berkeley who is endorsed by *The Chronicle* and *East Bay Times* will join on the other side of the State Senate floor. He mentioned he will provide more details at the next meeting.

Mayor Williams reported she attended the Tri-Delta Transit meeting where SB 1031 (Weiner/Wahab) was discussed and could appear in 2026. She mentioned it is being driven by MTC to regionalize transportation but for those familiar with Tri-Delta Transit, it started because centralized transportation didn't meet needs in our area. She shared that MTC is analyzing different things; it could choose to do a sales tax, a road toll, or other means to raise funds, including bond measures. She explained that the bill would give MTC control over state funds that could be allocated toward the urban core, even if a bond measure were not approved by voters. She mentioned Tri-Delta and others are opposing it because it takes control away from the voters where the money is going to be spent. She shared that two Tri-Delta Transit drivers were awarded for safe driving involving accidents or near accidents. She reported that she also attended the Library Stakeholders' meeting and Mayors Conference. She mentioned that at the Mayors Conference, a presentation was provided regarding stormwater funding options and there is a Municipal Regional Stormwater Permit which is issued every 5 years, it becomes more costly and stringent each time it is issued, and every city in Contra Costa County is a co-permittee except for Richmond and Brentwood. She explained that when the permit was first issued it had 10 provisions and there are now 21 provisions. She mentioned that the speakers discussed impacts to municipalities of the new provisions, one being unsheltered homeless populations and that municipalities are required to provide a map where those populations are located and create plans for stormwater runoff. She explained that becomes complicated when they have shared jurisdiction with CalTrans, Diablo Water District, etc. She mentioned starting in July, cities will need to document implementation costs and there is a \$45 million deficit from these unfunded mandates, so cities and counties need a way to fund it and are reviewing funding options, the deficit can only be expected to increase, and they can potentially be exposed to third party lawsuits due to non-compliance. She shared that CalTrans was issued a cease-and-desist order by the Water Board because of trash on the roadways that causes stormwater issues. She also reported she was appointed to the Delta Protection Commission. She mentioned they offered an endorsement to continue the Library Commission which she moved, and it passed unanimously. She mentioned they also heard about CCTA (Contra Costa Transportation Authority) for receiving a Legacy Award for innovation, She mentioned that on Earth Day there will be a vegetation management event at Big Break 10am-12pm. She mentioned that they also received a report on ABAG and April 18 is the next big vote for BAHFA.

(b) Requests for Future Agendas

Dr. Fuller requested staff draft a letter to the Department of Fish & Wildlife to provide notice of salmon poaching in our area. He mentioned it is his understanding that the

Contra Costa County Sheriff has jurisdiction over the rivers as well as the U.S. Coast Guard and requested the letter also be sent to them.

Mayor Williams inquired if that would need to be a work session or if it is possible to draft the letter and bring it back.

City Manager Joshua McMurray mentioned staff has enough information to propose a draft letter and ask for it to be approved or modified and sent.

Dr. Fuller agreed and inquired if staff could research the San Joaquin/Sacramento Rivers and adjoining waterways to see if they can address all three agencies he mentioned.

Mr. McMurray confirmed staff can do that.

Mayor Williams supported it.

Councilmember Henderson suggested East Bay Regional Parks District also be included because he believes it has jurisdiction over the pathway.

Dr. Fuller agreed with that.

Dr. Fuller also requested a draft letter to the state legislature to revoke or rescind Proposition 47 to address when someone steals something, they get time in County jail, but County jails don't have enough space and do not get reimbursed from the state so really no time is being served for things such as retail theft, burglary, etc. He mentioned he would like to see it revoked or replaced to provide accountability and some form of mechanism for viable justice.

Mayor Williams commented that there are 247 bills related to amending, changing, or gutting Proposition 47 and Vice Mayor Shaw has sat on the policy committees.

Vice Mayor Shaw mentioned that there are a lot of legislators not looking to repeal Proposition 47 but are open to amending it and she is fine with starting a draft letter on the City's position.

City Manager Joshua McMurray requested clarification whether the letter would be specific to Proposition 47 and Vice Mayor Shaw confirmed it would be.

8) WORK SESSIONS

8.1 Report to the City Council Regarding Implementation of a Social Media Policy for Members of the City Council (Derek Cole, City Attorney)

City Attorney Derek Cole presented the staff report.

Mayor Williams commented that she doesn't want the City paying for someone's poor judgment on social media, and with the Supreme Court case, it looks like they went

after the individual, but she would like to know if it would be on a case-by-case basis and if the City could be held responsible for someone making comments ahead of time that would prejudice a quasi-judicial decision.

Mr. Cole explained that a person can sue a City or an individual and there are two types, equitable relief which is a judgment by the court that says do or don't do something, and the other is damages. He explained that if a Councilmember said something truly defamatory and if the City is sued, the immunities are so broad that a defamatory, malicious statement would likely be immunized. He further explained that if someone is communicating in a way that is defamatory by law and someone tried to say it was an official act of the City, the City would have broad immunities under California state law so as a practical matter, it may be virtually impossible to hold the City responsible, but that doesn't mean lawsuits can't be filed. He mentioned that the hope here is that these reminders will tell Councilmembers now and into the future, be careful with what they say.

Mayor Williams commented that she didn't ask him to poll neighboring cities, but she doesn't think it is unusual to have a social media policy.

Mr. Cole explained the difference here is that he is attempting to address Councilmember's communications on their private media that they own and only they can access, but on which they talk about things they do for the City which the City has no control over. He further explained that the official social media for the City is under the direction of the city manager and staff delegated to post on social media and they administer that policy. He added that what the Councilmembers do on their own social media accounts is unofficial; what the City does is official.

Councilmember Meadows mentioned he was going to ask the same thing as he wants to make sure the Council does not have any liability. He commented that he understands why the policy was requested but also believes in the First Amendment. He explained that they're accountable for what they say, some people will like or not like comments they make, and comments they make on social media or verbally reflect on themselves, the City as a whole, and reflects on staff. He mentioned they should be aware of what they are saying when they are doing it, but they have the right to do it. He added that he doesn't have to like other Councilmembers' comments but they have right to make them and it is a reflection on them.

Councilmember Henderson commented that when he brought the item forward, he was looking for and hoping to see guidelines for what the Brown Act says they can do or can't do, i.e., "liking" a comment, providing a thumbs up, or disagree with them on a comment, or if they decide to make a separate post on the same topic, is it is now serial meeting. He mentioned having guidelines for the current and future Council will be helpful for both the Council and public to understand what they can and can't do, and that was his reason for wanting to see this policy come forward.

Dr. Fuller mentioned it is his understanding with the *Lindke v. Freed* decision that Councilmembers have not forfeited their First Amendment right; they can talk, but if the Council, as official government action, has voted on a certain item together to censure

or squash any comment of a particular Councilmember, that Councilmember can now sue the City for a violation of *Lindke v. Freed* and other compensation for a violation of First Amendment rights, the City would be liable from the individual, and the Councilmember could file suit in federal or state court.

Mr. Cole mentioned that is incorrect. He explained that *Lindke* only dealt with the issue of whether a particular elected official's actions on social media were state action and First Amendment protections would kick in (if something is not state action, the First Amendment does not reach that conduct). He clarified that the court was addressing if communications and actions on social media were actions of the government, and the issue of damages was not there. He mentioned he provided a summary on censures some meetings ago and the court there ruled that the censure does not violate the First Amendment rights of the censured party, generally, unless there is some type of punitive measure attached to it. He mentioned he cannot see any basis for damages against the City from one Councilmember censuring another Councilmember because that is essentially the nature of politics, but that is not the question presented tonight; the question presented tonight is if the Council wants to go forward with this policy or do something else. He mentioned he realizes it doesn't have a lot of teeth, but damages and other things are not what is addressed in this policy.

Dr. Fuller agreed with Councilmember Meadows in that comments are reflective of that Councilmember, and he agrees they are public comments. He mentioned that he is not averse to having his comments public and he makes them public; there is no reason to hide them if he is putting them out and it is a reflection on him or a reflection on another person that goes through. He expressed concern that they keep saying they have to protect City staff and optics. He mentioned he was once injured by the former City Manager because he was not giving good optics and the City realized that and didn't like it and rightly so. He mentioned the Council does not cover City staff; the Council supervises staff and commends them when they are doing well and if there are boo-boos they stand up to say there are boo-boos, so people now, in his estimation, have much more confidence in City Hall and City Council, and they understand nothing will be held in secret or thrown on three days before it comes up. He mentioned he believes that is the best route to go. He shared that *Lindke v. Freed* is a big case that has made national news, the policy is good as it is operating in the spirit of the law, and he agrees with the resolution as presented.

Vice Mayor Shaw commented that she does not see this infringing on personal First Amendment rights and likes that. She also commented that this will be good for new Councilmembers coming on as there may be things that they don't think of, i.e., blocking somebody on social media could potentially be problem or serial meeting comments regarding the Brown Act. She mentioned it is a good idea to get it when you come in but also as a reminder because you get complacent and can forget in going about day-to-day things. She mentioned that she thinks they are all free to say what they want on social media, but they do work together so maybe they shouldn't like or dislike something someone posts. She commented that she does not mind the way this was written; it was well thought out and while they can't have something with teeth in it, if something happens, they have a reminder of this policy.

Dr. Fuller mentioned it is important for the public to realize that a Councilmember is not quoting for the City, and that is why he tries to use words such as “my perspective”, “my opinion”, and “what I observed”, so he is not saying it is official.

Mr. Cole mentioned they don’t have to take a vote and inquired if the Council wants him to bring it back to formally introduce it.

Mayor Williams mentioned she is for it; it provides clarity and as Vice Mayor Shaw mentioned, they get complacent, so it is a good reminder. She inquired if things change and they modernize the Brown Act if it would trigger an update which Mr. Cole confirmed it would. She inquired if there is consensus for Mr. Cole to bring it back to formally introduce it.

Councilmember Henderson and Dr. Fuller confirmed they are fine with it.

Mr. Cole confirmed he will bring back the item to formally introduce it.

9) CLOSED SESSION

9.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)

County of Contra Costa et al. (and City of Oakley) v. Monsanto Company et al., Contra Costa Sup. Ct. Case No. C22-02818

Schaefers v. BNSF Railway Company et. al. (and City of Oakley), Contra Costa Sup. Ct. Case Nos. C22-01552 and C22-01555

McCalister v. Moeckel at al. (and City of Oakley), Contra Costa Sup. Ct. Case No. C23-00834

City of Oakley v. Scelsi, Contra Costa Sup. Ct. Case No. MSN16-1620

City of Oakley v. Rodriguez, Contra Costa Sup. Ct. Case No. N23-1091

Mayor Williams announced the closed session items. She announced after closed session, the meeting will adjourn, and the next regular meeting will be held Tuesday, April 23, 2024, at 6:30pm in the Oakley City Council Chambers, and the community is invited to attend.

10) ADJOURN

There being no further business, the meeting was adjourned at 8:15 p.m.

Respectively Submitted,
Libby Vreonis
City Clerk

Date: April 9, 2024
To: Mayor and City Councilmembers
From: Derek P. Cole, City Attorney
CC: Joshua McMurray, City Manager
Subject: Closed Session Report-Out Memo

For Consideration at the City Council Meeting of April 23, 2024

Background and Analysis

The City Council considered the following closed session items during its regular meeting held April 9, 2024:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

County of Contra Costa et al. (and City of Oakley) v. Monsanto Company et al.,
Contra Costa Sup. Ct. Case No. C22-02818

Schaefers v. BNSF Railway Company et al. (and City of Oakley), Contra Costa Sup.
Ct. Case Nos. C22-01552 and C22-01555

McCalister v. Moeckel et al. (and City of Oakley), Contra Costa Sup. Ct. Case No.
C23-00834

City of Oakley v. Scelsi, Contra Costa Sup. Ct. Case No. MSN16-1620

City of Oakley v. Rodriguez, Contra Costa Sup. Ct. Case No. N23-1091

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

Fiscal Impact

None.



Recommendation

Receive and file this report.

Attachments

None.



DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E., Public Works Director/City Engineer
SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute an Agreement for monthly Security Camera Services with KB Security Kams, Inc. for Fiscal Years (FY) 2024/25 and 2025/26

Approved and
Forwarded to the
City Council

Background and Analysis

The City of Oakley has limited in-house resources to be able to address all the specialized maintenance needs of the public infrastructure and facilities in the community. Outside contractors have been used to supplement City staff in performing maintenance activities. The various types of public works maintenance activities that the City needs for outside contractor resources generally are for major street repair, large storm drainpipe repair and rehabilitation, large scale brush removal from open ditches and drainage basins, large striping projects of streets and parking lots, and security camera services for parking lots, street intersections and parks.

The City parks and facilities have been the target of various types of vandalism on a regular basis over the past several years. The amount of damage caused as a result of these illegal activities has been high. The quality of the City parks and facilities degrades with continued vandalism and has required many staff time hours to repair and replace damaged and vandalized parts. It is not sustainable to continue to react to vandalism and graffiti attacks with limited staffing. KB Security Kams, Inc. has been in service since 2015 and has been in a formal contract with the City since 2020, by providing real time monitoring and identifying the individuals who commit illegal acts that are ranging from vandalism and graffiti attacks to drug use in the parks and at City facilities as well as providing Public Internet Wi-Fi services at several of our parks, Public Works and Police Departments.

Staff worked with KB Security Kams, Inc. to prepare a scope of work and proposal that accommodates the City's needs. The award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 8) which provides an exception for competitive bidding "For maintenance and repair of buildings and facilities." Currently, for all such contract services above \$50,000 amount, the City Council must authorize the work by simple majority per the City's purchasing policy. KB Security Kams, Inc. has provided their statement of qualifications and continues to be the preferred contractor to help assist staff for FY 2024/25 and FY 2025/26 with the option to extend the contract for an additional two years to 2028 if work is performed satisfactorily.



Consistency with the Oakley Strategic Plan 27+

Consistency with the Oakley Strategic Plan for community health and safety by ensuring our Parks and Facilities are maintained to preserve safety for the Oakley Community.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute the monthly Security Camera services agreement with KB Security Kams, Inc. for FY 2024/25 and FY 2025/26. The funding for this service is included in the budget for various Landscape and Lighting District (LLD) Zones and Community Facility Districts (CFD). Contract signing will not occur until the FY 2024/2025 Budget has been adopted by Council.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the monthly Security Camera Services Agreement with KB Security Kams, Inc. for FY 2024/25 and FY 2025/26 and authorizing the City Manager to execute the agreement in an amount not to exceed \$129,004 each for FY 2024/25 and FY 2025/26 with the option to extend the Agreement through June 30, 2028, if work continues to be performed satisfactorily.

Attachments

1. Resolution
2. KB Security Kams, Inc. Proposal FY 2024/25 and FY 2025/26



RESOLUTION NO. ____-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH KB SECURITY KAMS, INC. FOR MONTHLY SECURITY CAMERA SERVICES FOR THE CITY OF OAKLEY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT FOR FISCAL YEARS (FY) 2024/25 AND 2025/26

WHEREAS, the City of Oakley Public Works and Engineering Department frequently seeks repair and maintenance services for City-owned infrastructure and facilities; and

WHEREAS, KB Security Kams, Inc. has performed security camera services competently for the City of Oakley since 2015 and under a formal contract since 2020; and

WHEREAS, the award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 8) which provides an exception for competitive bidding "*For maintenance and repair of buildings and facilities*".

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the monthly Security Camera Services agreement with KB Security Kams, Inc. for Fiscal Year 2024/25 and FY 2025/26 in the amount of \$129,004 per fiscal year is hereby approved, and the City Manager is authorized to execute said agreement.

BE IT FURTHER RESOLVED AND ORDERED, if at the end of the term the services have been performed satisfactorily the City Manager has the discretion to approve an extension of the agreement to June 30, 2028, under the same terms as the original agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 23rd of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Anissa Williams, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



KB Security Kams, Inc.
"We Have A Viewing Advantage"
2063 Main Street #500
Oakley, CA 94561

April 9, 2024

City of Oakley
 Kevin Rohani, P.E.
 Public Works Director/City Engineer
 3231 Main Street
 Oakley, CA 94561

Re: Security Camera and Digital Security Services Proposal for FY 2024/25 and 2025/26

KB Security Kams, Inc. is a local Oakley company and has been providing digital security services for many years to the City of Oakley. We have installed a vast network of over 416 security cameras, spanning 28 locations throughout the City of Oakley. These include street intersections, City parking lots, City Parks, City Facilities and especially the Police Department. In addition, we have assisted the Public Works and Police Departments by providing surveillance videos to aid in research and investigations.

KB Security Kams, Inc. has a proven record of responding to requests for providing video and any maintenance needs pertaining to the security camera systems. We are continually upgrading these camera systems throughout the city with the latest HD 4K security cameras to better service Oakley.

KB Security Kams, Inc. provides remote viewing to the Police, and Public Works Departments. Each department has wall mounted TV monitors that utilize continuous streaming video that can be used to view and save to the computer's hard drive for later use. We have installed and maintain the Internet service and Public Wi-Fi in the parks where we have internet, as well as at the Police and Public Works Departments. The annual cost for providing and maintaining the digital security camera systems is \$129,004 which is in accordance with the City requirements to provide sufficient security system services for the Police and Public Works Departments.

KB Security Kams, Inc. appreciates the opportunity to have served the City of Oakley over the past several years and partnering to keep the Oakley Community safe.

Sincerely,

Kyndl Buzas
 President



*KB Security Kams, Inc.
"We Have A Viewing Advantage"
2063 Main Street #500
Oakley, CA 94561*

April 9, 2024

City of Oakley
Kevin Rohani, P.E.
Public Works Director/City Engineer
3231 Main Street
Oakley, CA 94561

Contract rates for Security Camera and Digital Security Services Proposal for FY 2024/25 and 2025/26 are as follows:

Labor Rate \$75 per hour Monday through Friday (6am to 6pm)
Labor Rate off hours \$95 Weekends and Holidays (6pm -6am Mon -Fri)
36 foot boom lift \$48 per hour
Work vehicle \$45 per hour.

Service calls subject to a 2-hour minimum charge.
Any materials purchased will be taxed at the current tax rate for Contra Costa County

Security Equipment:

KB Security Kams, Inc. provides the highest quality security cameras and associated components with a 10-year full replacement warranty. Since the security camera system is out under the environmental elements, it is important to have a full replacement warranty to ensure the City's investment is protected to the fullest. During this contract, if any security camera needs to be replaced, it will be with the most updated model at the time of replacement.

4k Bullet camera IPEL-80F-IRB3 upgraded to a 10 Year warranty \$995.00
License Plate Reader IPEL-B20V-LPR upgraded to a 10 Year warranty \$1995.00
NVR-EL322-2U32MP1 With 120 Terabytes with upgraded to a 10-year warranty \$9250.00
PTZ IPEL-P5030X-IRW1 upgraded to 10-year warranty \$3195.00

Sincerely,

Kyndl Buzas
President

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Derek Cole, City Attorney
SUBJECT: Resolution of the City Council of Oakley Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (portions of APN 034-090-022, located at Laurel Road and O'Hara Avenue)

Approved and
Forwarded to the
City Council

Background and Analysis

At the City Council's regular meeting on February 27, 2024, the City Council authorized the execution of a Purchase and Sale Agreement in which the owners of portions of property needed for the widening of Laurel Road and O'Hara Avenue (CIP 280) are selling the property to the City. The parties are in escrow.

The proposed action is a formality California law requires when a public agency accepts a deed to real property. The Council is required by resolution to authorize a City officer to accept a deed. To this end, the proposed resolution authorizes the City Manager to accept the deed for the referenced parcels. This acceptance must be presented to the Contra Costa County Recorder for purpose of recording the grant deed for the transaction.

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with The City's Sustainable Organization Goal.

Fiscal Impact

The City Council has previously authorized the sale of the referenced parcels. There is no additional cost associated with the acceptance of the parcel deeds.

Staff Recommendation

The City Council is requested to adopt the Resolution of the City Council of Oakley Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests

Attachments

1. Proposed Resolution Accepting Real Property



RESOLUTION NO. XX-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING A
GRANT DEED CONVEYING TO THE CITY OF OAKLEY CERTAIN REAL
PROPERTY INTERESTS**

WHEREAS, California Government Code Section 27281 provides that deeds or grants conveying an interest in fee or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its resolution of acceptance; and,

WHEREAS, certain real property interests have been presented to the City of Oakley (hereinafter "City") for acceptance; and,

WHEREAS, the real property interests are set forth in a grant deed, attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter "Deed"); and,

WHEREAS, Exhibit "A" also sets forth the names of the grantor(s) of the real property interests as well as the location of the real property interests; and

WHEREAS, the owner(s) of the real property interest described in Exhibit "A" have offered to convey to the City the real property interests therein; and

WHEREAS, the City Council of the City of Oakley does hereby find and determine that it is in the best interests of the City to accept the Deed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley hereby finds and directs as follows:

1. The foregoing recitals are true and correct.
2. The Deed, which is described in Exhibit "A," is hereby accepted by the City Council.
3. The City Manager is hereby authorized to sign the Certificate of Acceptance for said property in the form attached to this Resolution.
4. The City Clerk is hereby authorized and directed to cause the Deed to be recorded in the Office of the County Recorder for the County of Contra Costa.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of April, 2024 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Anissa Williams, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the grant deed dated [insert] from [insert names of sellers], to The City of Oakley, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Oakley, a municipal corporation, pursuant to authority conferred by Resolution No. _____ of the City Council of the City of Oakley, adopted on April ____, 2024, and the City of Oakley consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Joshua McMurray
City Manager

EXHIBIT A

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E., Public Works Director/City Engineer
SUBJECT: Adopt a Resolution Approving the Contract and Grant of Transmission Line Easement for a portion of Laurel Road to Western Area Power Administration (WAPA) to Relocate Electric Utility Poles to accommodate the Laurel Road Widening Project – Capital Improvement Project Number 280

Approved and
Forwarded to the
City Council

Background and Analysis

The City's adopted Fiscal Year (FY) 2023/24 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for Oakley residents.

The Laurel Road Widening Project (Cloverbrook Avenue to O'Hara Avenue), CIP 280 is progressing with the design phase and the project is slated for construction by summer 2024. This project is the last section of Laurel Road that needs widening to 4 lanes and compliments the section of Laurel Road from Rose Avenue to Cloverbrook Avenue that was widened and improved in 2018.

On November 14, 2023, the City Council approved a Utility Relocation Agreement between the United States Department of Energy Western Area Power Administration (WAPA) and City of Oakley. The purpose of entering into this agreement was for WAPA to design the installation and relocation of utility poles to accommodate the Laurel Road Widening Project CIP 280. The WAPA Pole Relocation project is slated to commence construction in spring 2024.

The City of Oakley has acquired the right of way for the construction of CIP 280 and WAPA been working on the design of the relocation of their utility poles. The next step in the process is for the City to grant WAPA easement for the relocation of the utility poles by WAPA. The attached easement documents need to be executed by the City and WAPA to proceed with the utility pole relocation project.

Consistency with the Oakley Strategic Plan 27+

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



Fiscal Impact

This approval and grant of easement to WAPA will not have a fiscal impact to the City budget currently as the City paid WAPA in November 2023 in the amount of \$177,000 for the relocation of the utility poles.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution approving the Grant of Transmission Line Easement for a portion of Laurel Road for the WAPA Pole Relocation related to CIP 280 Laurel Road Widening Project.

Attachments

1. Resolution
2. Easement Plat and Legal Document



RESOLUTION NO. __-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE CONTRACT AND GRANT OF TRANSMISSION LINE
EASEMENT FOR A PORTION OF LAUREL ROAD FOR THE WESTERN AREA
POWER ADMINISTRATION POLE RELOCATION RELATED TO CAPITAL
IMPROVEMENT PROJECT (CIP) 280 - LAUREL ROAD WIDENING BETWEEN
O'HARA AVENUE AND CLOVERBROOK AVENUE**

WHEREAS, the United States Department of Energy, Western Area Power Administration (WAPA) owns and operates a 69-kilovolt transmission line known as the Tracy-Contra Costa 69-kV transmission line in the City of Oakley along Laurel Road; and

WHEREAS, on November 14, 2023, the City Council approved a Utility Relocation Agreement between the United States Department of Energy Western Area Power Administration (WAPA) and the City of Oakley for the design and construction of the WAPA utility pole relocations to accommodate the Laurel Road Widening Project CIP 280; and,

WHEREAS, the City has advanced payment in the sum of \$177,000 to WAPA for the Utility Relocation project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the grant of easement outlined above is hereby approved in the form attached hereto as Exhibit A and made part of this resolution and that the City Manager is hereby authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 23rd of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Anissa William, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



EXHIBIT "A"
Legal Description

TRANSMISSION LINE EASEMENT

Juli Ann Del Barba-Favalora, et al

An Easement over real property situate in the City of Oakley, County of Contra Costa, State of California, described as follows:

Being a portion of the lands as described in that certain Quitclaim Deed, conveyed to Juli Ann Del Barba-Favalora, as trustee, and Victoria Louise Mann, as trustee, recorded January 12, 2022 as Document No. 2022-0007147, Official Records of Contra Costa County, described as follows:

Being also a portion of the lands as shown on that certain Record of Survey, filed for record on August 17, 1983 in Book 73 of Licensed Surveyor Maps at Page 8, Records of Contra Costa County, more particularly described as follows:

Beginning at the northeasterly corner of said lands of Juli Ann Del Barba-Favalora, et al, said corner also being on the centerline of Laurel Road and said centerline also being the northerly line of the Northwest 1/4 of Section 36, Township 2 North, Range 2 East, Mount Diablo Meridian, as said Road and said northerly line are shown on said Record of Survey (73 L.S.M. 8);

Thence leaving said corner and along the easterly line of said lands of Juli Ann Del Barba-Favalora, et al, South 00°45'43" West, 40.50 feet to the **TRUE POINT OF BEGINNING** of this legal description;

Thence leaving said point and continuing along said easterly line, South 00°45'43" West, 35.00 feet to the intersection of a line parallel with and 75.50 feet southerly of said centerline of Laurel Road;

Thence along said parallel line, South 89°30'10" West, 1095.32 feet to the southerly line of Laurel Road, as said Road and line was established by that certain Grant Deed, conveyed from Louis J. Del Barba, et al, to City of Oakley, recorded May 6, 2005 as Document No. 2005-0163286, Official Records of said County;

Thence along said southerly line of Laurel Road, the following courses:

North 86°43'58" East, 22.84 feet;

North 81°10'08" East, 89.35 feet;

North 86°43'58" East, 289.74 feet to the intersection of a line parallel with and 40.50 feet southerly of said centerline of Laurel Road;

Thence along said parallel line, South 89°30'10" East, 695.41 feet to the **TRUE POINT OF BEGINNING** of this legal description.

Containing an area of 32,498 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit "B".

By: John Koroyan
John Koroyan
P.L.S. No. 8883



Date: JAN. 25, 2024



SEE SHEET 2

LEGEND

P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°45'43"W	40.50
L2	S00°45'43"W	35.00

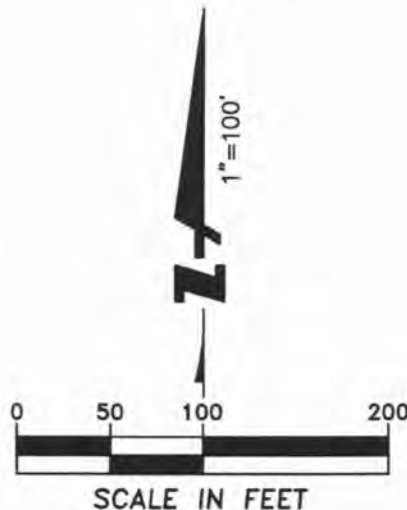


EXHIBIT "B"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

K:\2016\167094\SUR\DWG\PLAT\Laurel Rd - Transmission Line Esmt.dwg



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject TRANSMISSION LINE EASEMENT
JULI ANN DEL BARBA-FAVALORA, ET AL
Job No. 20220520 OAKLEY, CA
By PAN Date 01-25-24 Chkd. JVK
SHEET 1 OF 2

NW CORNER,
SECTION 36,
T 2 N, R 2 E, MDM

(FORMERLY LAUREL AVENUE)
LAUREL ROAD
(WIDTH VARIES)

TO CLOVERBROOK AVE.

SOUTHERLY LINE OF ROAD, PER DOC. 2005-0163286

N86°43'58"E 289.74'

N89°30'10"W 1095.32'

TRANSMISSION LINE EASEMENT
32,498 SQ. FT.±

JULI ANN DEL BARBA -
FAVALORA, ET AL,
TRUSTEES
DOC. 2022-0007147

73 L.S.M. 8

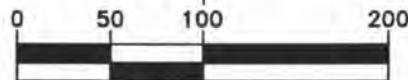
SEE SHEET 1

O'HARA AVENUE
(WIDTH VARIES)

LINE TABLE

NO.	BEARING	LENGTH
L3	N86°43'58"E	22.84
L4	N81°10'08"E	89.35

1"=100'



SCALE IN FEET

EXHIBIT "B"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

K:\2016\167094\SUR\DWG\PLAT\Laurel Rd - Transmission Line Esmt.dwg



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject **TRANSMISSION LINE EASEMENT**
JULI ANN DEL BARBA-FAVALORA, ET AL
Job No. 20220520 OAKLEY, CA
By PAN Date 01-25-24 Chkd. JVK
SHEET 2 OF 2

Closure Calculations

Transmission Line Easement

Juli Ann Del Barba-Favalora,
et al

Oakley, CA

Project: 220520
Parcel Map Check

January 25, 2024
BKF No. 20220520

Parcel Name: Transmission Line Easement (WAPA)

	North: 542,831.1565'	East: 1,650,112.4841'
Line	Course: S0° 45' 43"W	Length: 35.00'
	North: 542,796.1596'	East: 1,650,112.0187'
Line	Course: N89° 30' 10"W	Length: 1,095.32'
	North: 542,805.6648'	East: 1,649,016.7399'
Line	Course: N86° 43' 58"E	Length: 22.84'
	North: 542,806.9665'	East: 1,649,039.5428'
Line	Course: N81° 10' 08"E	Length: 89.35'
	North: 542,820.6837'	East: 1,649,127.8336'
Line	Course: N86° 43' 58"E	Length: 289.74'
	North: 542,837.1968'	East: 1,649,417.1027'
Line	Course: S89° 30' 10"E	Length: 695.41'
	North: 542,831.1620'	East: 1,650,112.4865'



Perimeter: 2,406.36'	Area: 32,498 Sq. Ft. or 0.746 Ac.
Error Closure: 0.01'	Course: N23° 34' 29"E
Error North: 0.0055'	East: 0.0024'
Precision 1: 401,004.31'	



EXHIBIT "A"
Legal Description

TRANSMISSION LINE EASEMENT
Subdivision 7667 "Laurel Heights"

Transmission Line Easement No. 1

An Easement over real property situate in the City of Oakley, County of Contra Costa, State of California, described as follows:

Being a portion of Lots 28, 29, 30, 31, 32, 33, 34, 35 and 36, as said Lots are shown on that certain Map, entitled "Subdivision 7667, Laurel Heights", filed for record on November 25, 1992 in Book 364 of Maps at Pages 24 through 30 inclusive, Records of Contra Costa County, more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot 28 of said Map (364 M 24-30), said corner also being a point on the southerly line of Laurel Road, as shown on said Map;

Thence leaving said corner and along said southerly line of Laurel Road, South $89^{\circ}30'10''$ East, 479.90 feet to the southwesterly line of Cloverbrook Avenue, as shown on said Map;

Thence along said southwesterly line, South $44^{\circ}21'06''$ East, 28.35 feet to the westerly line of said Cloverbrook Avenue, as shown on said Map;

Thence along said westerly line, South $00^{\circ}45'47''$ West, 14.91 feet;

Thence leaving said line and parallel with said southerly line of Laurel Road, North $89^{\circ}30'10''$ West, 500.00 feet to the westerly line of said Lot 28;

Thence along said westerly line, North $00^{\circ}45'43''$ East, 35.00 feet to the point of **BEGINNING**.

Containing an area of 17,300 square feet, more or less.

Transmission Line Easement No. 2

An Easement over real property situate in the City of Oakley, County of Contra Costa, State of California, described as follows:

Being a portion of Lot 56, as said Lot is shown on that certain Map, entitled "Subdivision 7667, Laurel Heights", filed for record on November 25, 1992 in Book 364 of Maps at Pages 24 through 30 inclusive, Records of Contra Costa County, more particularly described as follows:

BEGINNING at the northeasterly corner of said Lot 56 of said Map (364 M 24-30), said corner also being a point on the southerly line of Laurel Road, as shown on said Map;

Thence leaving said corner and along said southerly line of Laurel Road, North $89^{\circ}30'10''$ West, 80.09 feet to the southeasterly line of Cloverbrook Avenue, as shown on said Map;

Thence along said southeasterly line, South $45^{\circ}37'55''$ West, 28.22 feet to the easterly line of said Cloverbrook Avenue, as shown on said Map;

TRANSMISSION LINE EASEMENT
Subdivision 7667 "Laurel Heights"

Page 2 of 2

Thence along said easterly line, South 00°45'47" West, 15.09 feet;

Thence leaving said line and parallel with said southerly line of Laurel Road, South 89°30'10" East, 100.00 feet to the easterly line of said Lot 56;

Thence along said easterly line, North 00°45'30" East, 35.00 feet to the point of **BEGINNING**.

Containing an area of 3,302 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit "B".

By: John Koroyan
John Koroyan
P.L.S. No. 8883

Date: JAN. 25, 2024



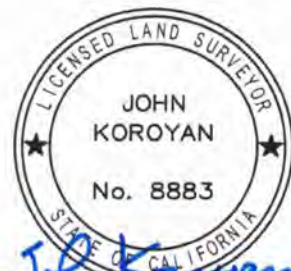
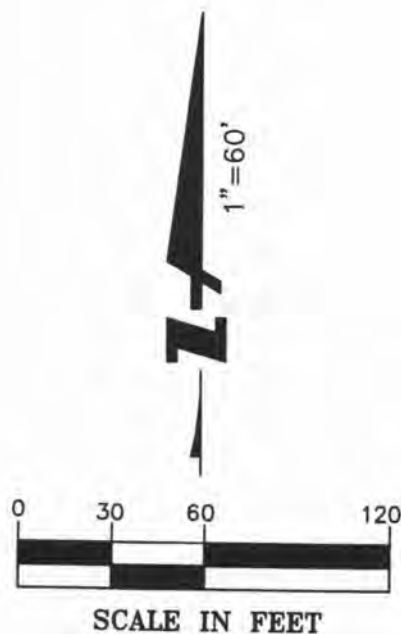
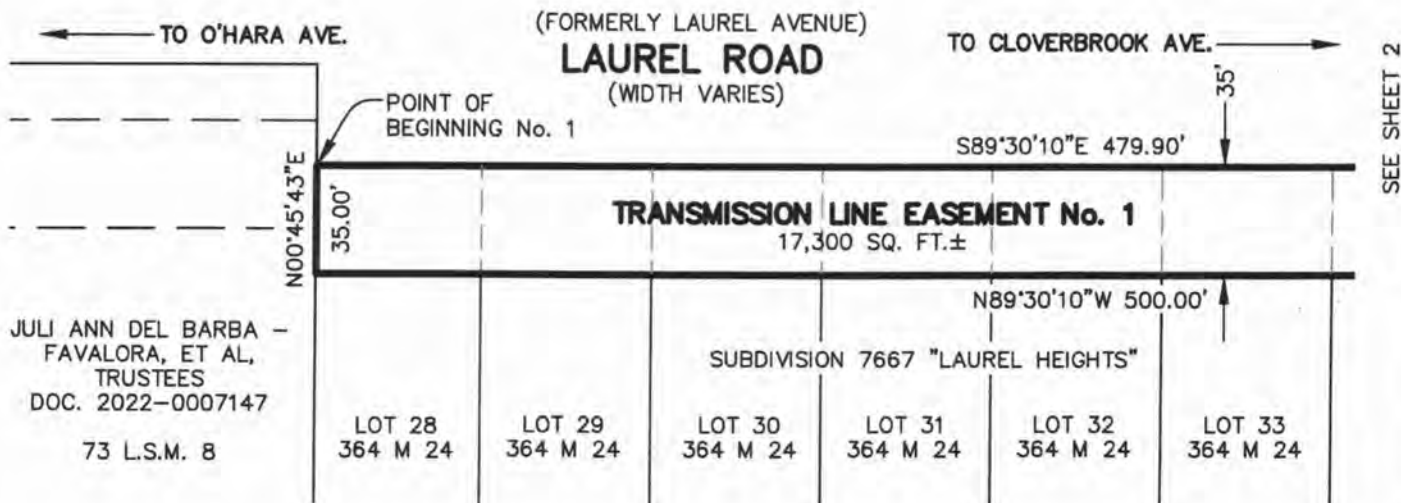


EXHIBIT "B"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

K: \2016\167094\SUR\DWG\PLAT\Laurel Rd - Transmission Line Esmt.dwg



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

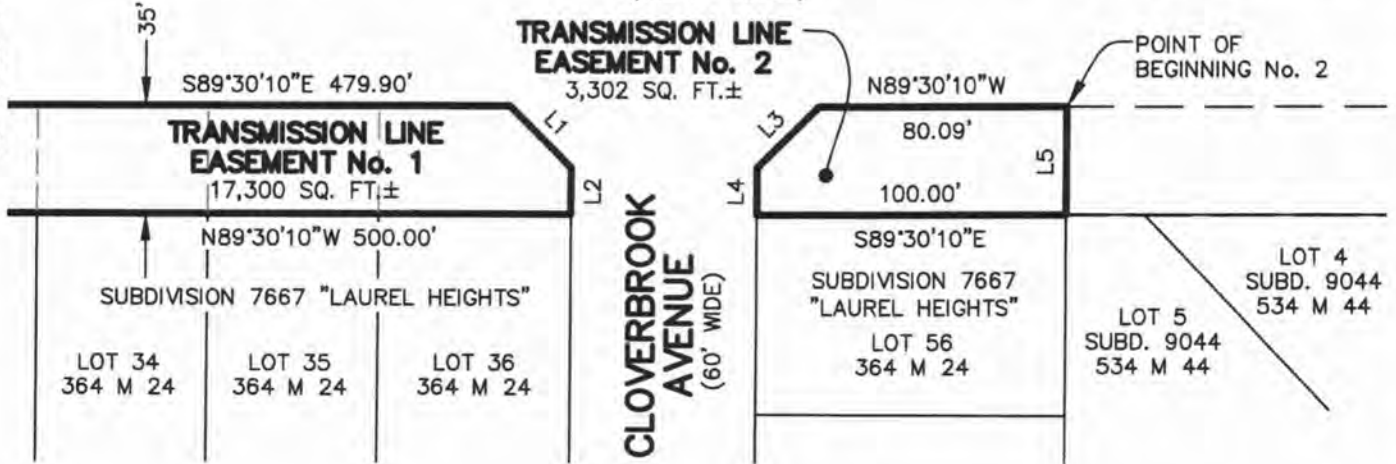
Subject TRANSMISSION LINE EASEMENT
SUBD. 7667 "LAUREL HEIGHTS"
Job No. 20220520 OAKLEY, CA
By PAN Date 01-25-24 Chkd. JVK
SHEET 1 OF 2

(FORMERLY LAUREL AVENUE)
LAUREL ROAD
(WIDTH VARIES)

← TO O'HARA AVE.

TO ROSE AVE. →

SEE SHEET 1



LINE TABLE

NO.	BEARING	LENGTH
L1	S44°21'06"E	28.35'
L2	S00°45'47"W	14.91'
L3	S45°37'55"W	28.22'
L4	S00°45'47"W	15.09'
L5	N00°45'30"E	35.00'

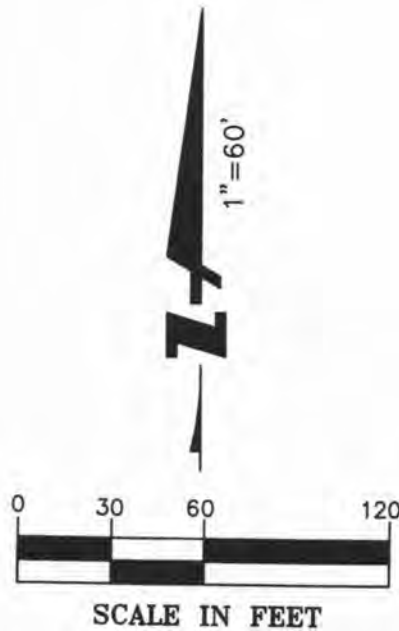


EXHIBIT "B"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

K:\2016\167094\SUR\DWG\PLAT\Laurel Rd - Transmission Line Esmt.dwg



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject **TRANSMISSION LINE EASEMENT**
SUBD. 7667 "LAUREL HEIGHTS"
Job No. 20220520 OAKLEY, CA
By PAN Date 01-25-24 Chkd. JVK
SHEET 2 OF 2

Closure Calculations

Transmission Line Easement

Subdivision 7667

"Laurel Heights"

Oakley, CA

Project: 220520

Parcel Map Check

January 25, 2024

BKF No. 20220520

Parcel Name: Transmission Line Easement No. 1 (WAPA)

North: 543,611.5478'	East: 1,648,501.3606'
Line Course: S89° 30' 10"E	Length: 479.90'
North: 543,607.3830'	East: 1,648,981.2625'
Line Course: S44° 21' 06"E	Length: 28.35'
North: 543,587.1181'	East: 1,649,001.0739'
Line Course: S0° 45' 47"W	Length: 14.91'
North: 543,572.2094'	East: 1,649,000.8753'
Line Course: N89° 30' 10"W	Length: 500.00'
North: 543,576.5484'	East: 1,648,500.8941'
Line Course: N0° 45' 43"E	Length: 35.00'
North: 543,611.5453'	East: 1,648,501.3595'



Perimeter: 1,058.17'	Area: 17,300 Sq. Ft. or 0.397 Ac.
Error Closure: 0.00'	Course: S23° 44' 58"W
Error North: -0.0025'	East: -0.0011'
Precision 1: 387,423.57'	

Parcel Name: Transmission Line Easement No. 2 (WAPA)

North: 543,674.3762'	East: 1,649,117.0697'
Line Course: N89° 30' 10"W	Length: 80.09'
North: 543,675.0712'	East: 1,649,036.9827'
Line Course: S45° 37' 55"W	Length: 28.22'
North: 543,655.3379'	East: 1,649,016.8093'
Line Course: S0° 45' 47"W	Length: 15.09'
North: 543,640.2492'	East: 1,649,016.6083'
Line Course: S89° 30' 10"E	Length: 100.00'

	North: 543,639.3814'	East: 1,649,116.6045'
Line	Course: N0° 45' 30"E	Length: 35.00'
	North: 543,674.3783'	East: 1,649,117.0677'

Perimeter: 258.40'	Area: 3,302 Sq. Ft. or 0.076 Ac.
Error Closure: 0.00'	Course: N43° 36' 10"W
Error North: 0.0021'	East: -0.0020'
Precision 1: 89,103.45'	

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E., Public Works Director/City Engineer
SUBJECT: Adopt a Resolution Authorizing the City Manager to execute an agreement with TJKM Transportation Consultants, to provide contract traffic engineering services for the City of Oakley on an on-call basis for Fiscal Years (FY) 2024/25 and 2025/26

Approved and
Forwarded to the
City Council

Background and Analysis

Traffic Engineering is a key component of private development projects in the City of Oakley. Having a key Traffic Engineering component helps ensure that all projects (Residential, Commercial, and Industrial) are processed and approved in compliance with the City's General Plan, ordinances, and laws. Understanding the demands placed on the community's transportation network by these developments is an important dimension of assessing the overall impacts of development.

The City of Oakley Public Works and Engineering Department provides a cursory review of the traffic improvement plans related to private development projects, to ensure that projects are built to standards and specifications. Development projects have increased and the ongoing review of traffic signal, signing, striping and traffic handling plans need further detailed review by design experts of traffic engineering. It is imperative that we increase the level of sophistication in our traffic engineering plan reviews to keep up with our developing community and industry standards to ensure any traffic impacts generated by development projects are addressed properly.

As the City continues to grow with the construction of private development projects, the demand to provide detailed traffic engineering services increases to ensure the development projects that are designed and constructed to meet standards and specifications; in addition to being in conformance of the City's traffic model that evaluates the cumulative traffic impacts of development projects in Oakley.

TJKM Transportation Consultants is a premier engineering firm with over 40 years of experience in transportation and traffic engineering in the Bay Area and have extensive experience working with various municipalities providing on-call traffic engineering services and have worked successfully in the past for City of Oakley projects since 2016.

Staff recommends that TJKM Transportation Consultants continue to provide traffic engineering services for the City of Oakley's projects. The award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 1) which provides an exception for competitive bidding on "Contracts involving



the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants” Currently, for all such contract services above the \$50,000 amount, the City Council must authorize the work by simple majority per the City’s purchasing policy

Consistency with the Oakley Strategic Plan 27+

Consistency with the Oakley Strategic Plan for community health and safety by ensuring engineering review of various projects are maintained to preserve safety for all. Contracting engineering services also maintains a sustainable organization from the demand of varying schedules of multiple projects.

Fiscal Impact

There is no fiscal impact to the City’s General Fund as a result of these on-call services since the costs associated with the agreement will be supported by developer deposits for time and materials expended for the project. Contract signing will not occur until the FY 2024/2025 Budget has been adopted by Council.

Staff Recommendation

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute an agreement for a not-to-exceed amount of \$75,000 each for Fiscal Years 2024/25 and 2025/26 for Traffic Engineering services with TJKM Transportation Consultants for plan review services with the option to extend the agreement through June 30, 2028, if work is performed satisfactorily.

Attachments

1. Resolution
2. Proposal



RESOLUTION NO. __-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
TJKM TRANSPORTATION CONSULTANTS FOR ON-CALL TRAFFIC
ENGINEERING SERVICES FOR FISCAL YEARS (FY) 2024/25 AND FY 2025/26**

WHEREAS, the City of Oakley's Public Works and Planning Departments commonly use consultants to conduct in-depth review of private development projects; and

WHEREAS, the volume and complexity of private development projects have increased especially in areas of traffic engineering and it is important to be able to address various traffic related issues related to development projects; and

WHEREAS, TJKM Transportation Consultants, is the premiere traffic engineering firm in the bay area with expertise in municipal traffic and transportation engineering and has been providing review of private development project traffic documents for City of Oakley since 2016; and

WHEREAS, the costs associated with the agreement for on-call traffic engineering services will be supported from deposits provided by developers without any impacts to the City's General Fund, TJKM Transportation Consultants will be compensated based on actual time and materials expended; and

WHEREAS, The award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 1) which provides an exception for competitive bidding on "Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants" Currently, for all such contract services above the \$50,000 amount, the City Council must authorize the work by simple majority per the City's purchasing policy

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby authorizes the City Manager to execute an agreement for a not-to-exceed amount of \$75,000 per fiscal year for 2024/25 and 2025/26 with TJKM Transportation Consultants for on-call traffic engineering services commencing July 1, 2024 through June 30, 2026. The proposal is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED AND ORDERED, if at the end of the term the services have been performed satisfactorily the City Manager has the discretion to approve an extension of the agreement through June 30, 2028, under the same terms as the original agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 23rd of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

Anissa Williams, Mayor

Libby Vreonis, City Clerk

Date



April 12, 2024

Kevin Rohani
Public Works Director/City Engineer
3231 Main Street
Oakley, CA 94561
Email: Rohani@ci.oakley.ca.us

Subject: Proposal to Extend On-Call Services for Transportation Engineering, Transportation Planning, and Traffic Operations

Dear Kevin:

TJKM Transportation Consultants would like to thank the City of Oakley for giving us an opportunity to provide professional services on an on-call basis for the transportation planning, traffic operations and traffic engineering needs since April 1, 2016. Over these years, we have enjoyed working with City of Oakley staff and assisting them in achieving their goals and objectives of providing safe and efficient transportation infrastructure.

We would like to request an extension of this on-going contract beyond the current expiration date of June 30, 2024 into Fiscal Year (FY) 2024/2025 and FY 2025/26. For the On-Call tasks, we proposed the same annual budget of \$75,000 per fiscal year. This amount excludes tasks funded through specific projects budgeted in the City of Oakley Capital Improvement Program (CIP). We also propose that the Scope of Services are similar to our current Agreement and include tasks as follows:

SCOPE OF WORK

1. **General Transportation Planning** – TJKM will collect data, validate future conditions and conduct analyses to provide critical data to determine infrastructure needs and provide specific recommendations based on City policy and goals.
2. **Traffic Impact Studies for Environmental Documents** – TJKM will adhere to the requirements of the City of Oakley for conducting or reviewing traffic impact studies. TJKM will ensure that the traffic impact studies are conducted using standard and accepted methodology and satisfy all of the City of Oakley's criteria.
3. **Traffic Operations** – TJKM will evaluate level of service (LOS) at intersections and roadway segments, prepare detailed traffic simulation analyses of intersections, roundabouts and freeway interchanges, evaluate the need for upgrading geometric design, and examine the need for revised roadway signing, striping and markings.

4. **Traffic Signal Design** – TJKM will review plans, specifications and estimates for new traffic signals and modifications to existing traffic signals.
5. **Speed Surveys** – TJKM will conduct radar speed and Average Daily Traffic (ADT) data collection, perform speed survey analysis, including discussion of existing roadway conditions, collision analysis, and 85th percentile speeds, and recommend speed limit changes and/or traffic calming solutions along identified roadways segments.
6. **Traffic Signal Timing and Review** – TJKM will collect existing data, develop a model for existing conditions, evaluate signal timing parameters, optimize signal timings, and implement and fine-tune optimized timing plans.
7. **Multimodal Planning and Design** – TJKM will inventory existing bicycle and pedestrian volumes as part of multimodal planning studies and design projects, analyze impacts, develop recommendations and alternatives as well as conduct outreach and prepare deliverables.
8. **Safe Routes to School** – TJKM will conduct meetings with school stakeholders, collect background data, field inventory of existing infrastructure, conduct walking and bicycling audits as well as identify operational and physical improvement measures.
9. **Peer Review** – TJKM will conduct peer review of studies and plans, related to transportation planning, traffic operations and design for compliance with conditions of approval, consistency with City of Oakley standards and acceptable industry practices.

The current hourly rates in FY 2023-24 have remained unchanged since 2016. For this contract extension, we request a modest increase aligned with local inflation rates. We propose the following rate schedule:

Principal	\$240/hour
Director	220/hour
Senior Project Manager	190/hour
Project Manager	180/hour
Senior Transportation Engineer	165/hour
Transportation Engineer	130/hour
Assistant Transportation Engineer	120/hour
Senior Transportation Planner	165/hour
Transportation Planner	130/hour
Assistant Transportation Planner	120/hour
GIS Specialist	100/hour
Graphics Designer	100/hour
Designer	95/hour
Technical Staff II	85/hour
Administration Staff	80/hour

Production Staff 55/hour

Reimbursable Expenses

Plotting (per sheet) \$18.00
 Travel Cost (per mile, subject to change; based on IRS standard mileage rates)... 0.67

All outside services are billed at cost plus a ten percent margin for handling. Expert Witness charges available upon request. Invoices are due and payable within 30 days. Invoices paid after 30 days will be subject to separate billings of one and one half percent per month of unpaid balance. Late charges are not included in any agreement for maximum charges.

Thank you for considering TJKM again for your transportation consulting needs. We look forward to continuing to work with you. If you have any questions or concerns regarding our proposal, do not hesitate to contact me at (925) 264-5023 or by email at rjariwala@tjkm.com.

Sincerely,



Ruta Jariwala, P.E., T.E.
 Project Manager
 Principal at TJKM Transportation Consultants

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E., Public Works Director/City Engineer
SUBJECT: Adopt a Resolution for Award of a contract to Waterworks Industries, Inc. for Lake, Aeration Fountain, Pump Station, Generator Maintenance and Overhead Crane Inspection Services at Cypress Grove Subdivision, Emerson Ranch Subdivision, Delaney Park Subdivision, Prescott Subdivision, Bridgehead Rd, City Hall, Recreation Center and Oakley Plaza for Fiscal Year FY 2024/25 and 2025/26

Approved and
Forwarded to the
City Council

Background and Analysis

The City of Oakley utilizes a wide range of consultants and contractors across all departments to augment City staff as needed to accommodate the workload activities. One of the areas that this approach is used in various public works maintenance operations (i.e. Landscaping, Street Sweeping, Traffic Signals, Street Lights, etc.) to ensure the community receives high quality and timely maintenance services.

The construction of the Cypress Grove, Emerson Ranch, Delaney Park and Prescott Subdivisions has added new lakes, aeration fountains, complex pump stations, generators, overhead crane inspection services and their associated infrastructure to the City's ownership and maintenance responsibilities. In addition to these large infrastructure systems, the City owns and operates the fountains outside of City Hall and at the Oakley Plaza Shopping Center, plus emergency generators at City Hall and the Recreation Center.

The City staff does not have the unique expertise and certifications for the maintenance of these facilities and have to use the services of specialty maintenance contractors to keep these important infrastructure assets in good operating condition for the enjoyment of the community.

Waterworks Industries, Inc. is a company with over 40 years of experience and with aquatic maintenance professionals specializing in customized lake management, including water quality testing, algae and aquatic weed control, maintenance and operation of fountains and aeration systems, and pump station maintenance services. They have offices throughout California and serve a large number of municipalities, including the Cities of San Ramon and Walnut Creek in Contra Costa County. They have staff available in the East County area and can respond promptly in case of emergency service needs, in addition to regular maintenance service.

Staff has negotiated a comprehensive and all-inclusive scope of work with Waterworks Industries, Inc. to provide the City the full maintenance services that are needed for City owned lakes, fountains, pump stations, and generators at a very competitive price. Having all of these



maintenance services under one contractor is more efficient, as having all of these components work in coordination with each other and one contractor can provide a more effective and stable service.

Staff is recommending that an agreement with Waterworks Industries, Inc. be approved by the City Council for an annual cost of \$138,693.00 each fiscal year to provide maintenance services for lakes, aeration fountains, complex pump stations, generators, overhead crane inspections, and their associated infrastructure for FY 2024/25 and 2025/26 and if at the end of the term the services have been performed satisfactorily, the City Manager has the discretion to approve an extension of the agreement to June 30, 2028, under the same terms as the original agreement. The award of the Agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 1) which provides an exception for competitive bidding on “Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants”.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goal.

Fiscal Impact

Funding for the above referenced maintenance service is included in the City of Oakley Storm Drain Community Facility District (CFD) budget allocations, and there is no impact to the City's General Fund for this maintenance service contract.

Contract signing will not occur until the FY 2024/2025 Budget has been adopted by Council.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution approving the agreement with Waterworks Industries, Inc. for Lake, Aeration Fountain, Pump Station, Generator Maintenance and Overhead Crane Inspection Services at Cypress Grove, Emerson Ranch, Delaney Park and Prescott Subdivisions, Bridgehead Road and at City Hall, the Recreation Center and the Oakley Plaza for FY 2024/25 and 2025/26 and to authorize the City Manager to execute the agreement.

Attachments

1. Resolution
2. Proposal from Waterworks Industries, Inc.



RESOLUTION NO. ____-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH WATERWORKS INDUSTRIES, INC. FOR LAKE, AERATION FOUNTAIN, PUMP STATION, AND GENERATOR MAINTENANCE AND OVERHEAD CRANE INSPECTION SERVICES AT CYPRESS GROVE, EMERSON RANCH, DELANEY PARK AND PRESCOTT SUBDIVISIONS, BRIDGEHEAD ROAD, CITY HALL, RECREATION CENTER AND OAKLEY PLAZA AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT FOR FY 2024/25 AND FY 2025/26

WHEREAS, the City of Oakley Public Works Department is responsible for the overall maintenance and operation of all City's Parks and Facilities; and

WHEREAS, the City of Oakley does not have the unique expertise and certifications for the maintenance of these lakes and its associated infrastructure and as a result have researched outside resources for this specialty maintenance service; and

WHEREAS, Waterworks Industries, Inc. is a firm specializing in aquatic maintenance with over 40 years of experience and are the best suited to provide the City this service; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Maintenance Services agreement with Waterworks Industries, Inc. for Lake, Aeration Fountain, and Pump Station, Generator Maintenance and Overhead Crane Inspection Services at Cypress Grove, Emerson Ranch, Delaney Park and Prescott Subdivisions, Bridgehead Road, City Hall, Recreation Center and Oakley Plaza for an amount not to exceed \$ 138,693.00 annually for FY 2024/25 and 2025/26 is hereby approved, and the City Manager is authorized to execute said agreement. If at the end of the term the services have been performed satisfactorily, the City Manager has the discretion to approve an extension of the agreement to June 30, 2028, under the same terms as the original agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 23rd of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Anissa Williams, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

2024-2026
THE CITY OF OAKLEY
OAKLEY, CA



POND, FOUNTAIN, AND PUMP STATION
MAINTENANCE PROPOSAL

Prepared By:

Waterworks Industries
930 Shiloh Rd, Bldg. 38, Suite D
Windsor, CA 95492

Prepared For:

The City of Oakley
Oakley, CA 94561

POND SERVICE PROPOSAL

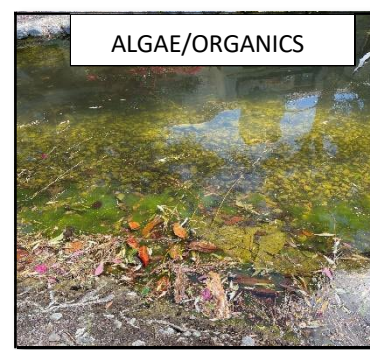
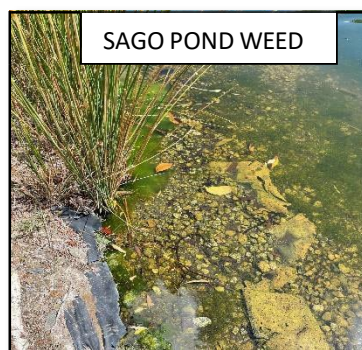
Waterworks Industries, Inc. is a full-service design, construction, and maintenance company. Our company was started in 1980 as The Waterworks Company specializing in aquatic management. Within a few years of our start up, our clients began to ask us to provide more services. As the services that we provided grew, we incorporated our company and modified our name to better fit our capabilities. Waterworks Industries, Inc. is that company.

Waterworks Industries is licensed and registered to fulfill all the requirements of this proposal. Waterworks Industries is a multi-discipline licensed contractor with the State of California, Contractors State License Board # 678182 with the following classifications: Class A - General Engineering Contractor, Class B - General Building Contractor, Class C-36 Plumbing Contractor, C-27 Landscape and Class C-53 Swimming Pool and D-21 Machinery and Pump Contractor. Waterworks Industries is licensed with the California State Department of Pesticide Regulation, Pest Control Business License # 30609.

SCOPE OF WORK

Waterworks Industries Inc. shall provide all equipment, labor, PPEs, and materials required for the treatments, and the work performed will be performed in accordance with the highest industry standards to manage the water features throughout The City of Oakley.

Objective - The objective is to control nuisance aquatic vegetation including Sago Pond weed, Eurasian Water Milfoil, other submerged Aquatic grasses, and Algae. The algicides and herbicides utilized will be provided by Waterworks to perform the treatments and are included in the cost proposal. All work shall be performed in accordance with the highest industry standards.



Waterworks Industries Inc. would also provide all necessary labor to remove normal debris on a weekly basis. Major debris and or cleaning due to storms or natural disasters would be an additional cost to the normal services.

SYSTEM COMPREHENSION

At the inception of maintenance, Contractor will review the system completely to clarify any unfamiliar items in the below pictured properties. We are very familiar with these types of pond systems and fountains.

CITY OF OAKLEY PONDS



CITY HALL FOUNTAINS



A. System Monitoring and Inspections

The time of day and duration of visit shall be at the discretion of the Contractor. Variations in the day-to-day scheduling can occur depending on such conditions as climatic changes, traffic conditions, and emergency conditions elsewhere, etc.

- Weekly Monitoring: The Ponds will be monitored one **(1) time(s)** per week to ensure high water quality. Pumps, water level, time clocks, lighting, electrical panels, and all other components will be monitored to ensure proper operation. Any component not working properly will be brought immediately to the management's attention if in need of repair.
- Annual Fountain Inspections: Fountains and panels will be inspected weekly for proper operation. Once annually, all Floating fountains in ponds will be inspected, intakes cleaned, remove buildup of algae/scum from fountain structure, and fountain anchors inspected. Any repairs necessary will be reported to the city with costs.

B. Water Quality – Weekly Service

- Debris Clean -Up: Floating debris (trash, leaves, etc.) In addition, visible bottom debris shall be removed and held to a minimum by routine collection during each service visit.
- Mechanical System Maintenance: Water overflow intakes, pump intakes, screens, and circulating jets to be checked at each service visit and maintained operational and free of debris. Necessary cleaning and service to be done when discovered.
- Water Treatment: The water will be treated as necessary with EPA approved Algaecides to inhibit the growth of all types of algae. Contractor to provide chemicals as necessary and will be billed as an addition to the contract.
- Equipment: Contractor shall furnish all application equipment, as necessary.

C. Cypress Pond & Pump Station (3.5 Surface acres) – Weekly Service

- Pump Station: Maintain & Monitor pump station including general housekeeping of the pump station room.
- Alert system: Receive alerts and respond, if necessary, via phone alert. All service calls necessary will be billed at an additional charge to normal maintenance. Weekly service visits will log alerts as not to respond if alert has been verified previously.
- Irrigation Well Pump: Monitor pump station and report any issues, as necessary.
- Inspect overhead crane, provide preventative maintenance, and report all deficiencies. All work to follow ANSI, CAL-OSHA, AND CMAA standards.
- Generator: Monitor generator station and report any issues, as necessary. Generator service will be an additional cost

D. Emerson Ranch Pond & Pump Station (3.3 Surface Acres) – Weekly Service

- Pump Station: Maintain & Monitor pump station including general housekeeping of the pump station room.
- Alert system: Receive phone alerts and respond, if necessary. All service calls necessary will be billed at an additional charge to normal maintenance. Weekly service visits will log alerts as not to respond if alert has been verified previously.
- Fountains: Three (3) Fountains will be monitored, maintained, and cleaned annually by a certified diver. Any needed repairs found will be reported to City.
- Irrigation Well Pump: Monitor pump station and report any issues, as necessary.
- Outfall DI's: Three (3) Outfalls with DI's will be monitored, panels checked for alerts, manhole covers removed bi-monthly for visual inspection.
- Inspect overhead crane, provide preventative maintenance, and report all deficiencies. All work to follow ANSI, CAL-OSHA, AND CMAA standards.
- Generator: Monitor generator station and report any issues, as necessary. Generator service will be an additional cost.

E. Delaney Park Pond & Pump Station (4.9 surface acres) – Weekly Service

- Pump Station: Maintain & Monitor pump station including general housekeeping of the pump station room.
- Alert system: Receive alerts via SCADA system, respond if necessary. All service calls necessary will be billed at an additional charge above regular maintenance service. Weekly service visits will log alerts as not to respond if alert has been verified previously.
- Fountains: One (1) Fountains will be monitored, maintained, cleaned annually by a certified diver, and any repairs found to be necessary will be reported to the City.
- Outfall DI's: Three (3) Outfalls with DI's will be monitored, panels checked for alerts, manhole covers removed bi-monthly for visual inspection.
- Irrigation Well Pump: Monitor pump station and report any issues, as necessary.
- Inspect overhead crane, provide preventative maintenance, and report all deficiencies. All work to follow ANSI, CAL-OSHA, AND CMAA standards.
- Generator: Monitor generator station and report any issues, as necessary. Generator service will be an additional cost.

F. City Hall Large & Small Fountain – Weekly Service

- Equipment Vault: Maintain & Monitor pump station including general housekeeping of the pump station vault.
- Fountain Basins: Routine maintenance of bowls, basins, fountain structure for an aesthetically pleasing appearance.
- Annual Inspections: At least annually, all electrical contact points of pump start motors to be visually inspected for overheating, corrosion, etc. and serviced properly.
- Pumping Systems: Clean intakes, strainers, fountain jets, and discharge ports, as necessary.
- Lighting Systems: Maintain and monitor lights, as necessary. Repairs and replacement of lamps are additional.
- Generator: Monitor generator station and report any issues, as necessary. Generator service will be an additional cost.

G. Oakley Plaza Fountain – Weekly Service

- Equipment Vault: Maintain & Monitor pump station including general housekeeping of the pump station vault.
- Fountain Basins: Routine maintenance of bowls, basins, fountain structure for an aesthetically pleasing appearance.
- Surge Tank: Surge tank to be cleaned annually at the end of Fall season.
- Annual Inspections: At least annually, all electrical contact points of pump start motors to be visually inspected for overheating, corrosion, etc., and serviced properly.
- Pumping Systems: Clean intakes, strainers, fountain jets, and discharge ports, as necessary.
- Lighting Systems: Maintain and monitor lights, as necessary. Repairs and replacement of lamps are additional.

H. Oakley Recreation Building Generator

- Inspect 150 KW generator monthly including readiness, status, oil levels, fuel levels, and alert conditions. Consumables at an additional cost.
- Annual service for 150 KW unit with 2-hour load test to conform to Air Quality standards additional.

I. Exclusions

Contractor shall not be responsible for:

- Parts: Repair or replacement parts required for routine maintenance (i.e., pump seals, belts, gaskets, filters, basket, floats, pipefitting, motors, etc.).
- Utilities: Water and electrical costs.
- Outside services: Outside services of electricians, certified backflow preventer services, motor rewinding, and other specialty services not specifically covered in the basic responsibilities.
- Clean-up jobs: Dredging, pond draining, and major cleanup jobs dictated by uncontrollable conditions. This type of work would need a separately prepared proposal and approval by the City before this work would be implemented.
- Off schedule service calls: Any service call that occurs outside your normal service days will be charged to your account. A minimal service will be provided during the week of December 24 – January 2.
- Chemicals: In the event of Vandalism Defoamer will be charged at an additional charge of \$75.00 per gallon. Clarifier will be charged at an additional charge of \$50.00 per gallon.

WATERWORKS INDUSTRIES hereby agree to perform the above services set forth in the following service agreement at **THE CITY OF OAKLEY, OAKLEY, CA** for the dollar amount **SPECIFIED IN EXHIBIT A** on an annual basis. This agreement shall be effective for two years from the date of signed approval. If both parties continue to perform after the one-year anniversary of the effective date, and neither party informs the other of its intention to terminate services, services shall continue, in full for another year with a rate increase equal to the CPI increase for the region.

We look forward to working with you on your water features. If you have any questions about this proposal, budgetary issues, our services, or any modifications, concerns, or questions that you may have, please do not hesitate to reach out to me at 925-270-5514 or my email Andy@Waterworksindustries.com

Sincerely,

Waterworks Industries, Inc.



Andy Trujillo
Regional Manager

Exhibit A - Proposal Pricing

Waterworks Industries, INC & City of Oakley

Scope of Services & Pricing Matrix

In- Contract Work					Not-in-Contract Repairs & Upgrades Provide Quotes or Estimates Before Invoicing	
Job/Location	Monthly \$	Quarterly \$	Annual \$	Oakley Account#	Job/Location	Oakley Account #
CITY HALL Fountains & Generator					CITY HALL Fountains & Generator	100-12-070-5180
City Hall 450 kw Monthly Generator inspection, readiness status, oil levels, fuel levels, alert condition. Consumables at added cost	\$ 320.00	\$ -	\$ 3,840.00	100-12-070-5180		
City Hall Annual Service for 450kw unit W/2-hour load test to conform to Air Quality standards	\$ -	\$ -	\$ 3,310.00	100-12-070-5180		
City Hall Weekly Fountain & Pump vault monitoring (inclusive of all costs for conducting event)	\$ 698.00	\$ -	\$ 8,376.00	100-12-070-5180		
Total	\$ 1,018.00	\$ -	\$ 15,526.00			
In- Contract Work					(ORB) Recreation Building Generator	100-12-070-5180 (same account as city hall)
Job/Location	Monthly \$	Quarterly \$	Annual \$	Oakley Account#		
Oakley Recreation Building Generator						
ORB 150 kw Monthly Generator inspection, readiness status, oil levels, fuel levels, alert condition. Consumables at added cost	\$ 225.00	\$ -	\$ 2,700.00	100-12-070-5180		
ORB Annual Service for 150kw unit W/2-hour load test to conform to Air Quality standards	\$ -	\$ -	\$ 1,908.00	100-12-070-5180		
Total	\$ 225.00	\$ -	\$ 4,608.00			
Cypress Grove/Pond/Pump House - 3.5 surface acres					Cypress Grove/Pond/Pump House - 3.5 surface acres	110-35-251-6623
Job/Location	Monthly \$	Quarterly \$	Annual \$	Oakley Account#		
Cypress Grove/Pond 250 kw Monthly Generator inspection, readiness status, oil levels, fuel levels, alert condition. Consumables at added cost	\$ 260.00	\$ -	\$ 3,120.00	110-35-251-6623		
Cypress Grove/Pond Annual Service for 250kw unit W/2-hour load test to conform to Air Quality standards	\$ -	\$ -	\$ 2,299.00	110-35-251-6623		
Cypress Grove/Pond Weekly Fountain & Pump vault monitoring (inclusive of all costs for conducting event)	\$ 2,060.00	\$ -	\$ 24,720.00	110-35-251-6623		
Inspect overhead crane, provide preventative maintenance and report any deficiencies. All work to follow ANSI, CAL-OSHA, NEC and CMAA standards	\$ -	\$ 233.00	\$ 932.00	100-35-251-6623		
Total	\$ 2,320.00	\$ 233.00	\$ 31,071.00			
Oakley Plaza Fountain					Oakley Plaza Fountain	138-82-002-5380
Job/Location	Monthly \$	Quarterly \$	Annual \$	Oakley Account#		
Oakley Plaza Fountain Weekly Fountain & pump vault monitoring (inclusive of all costs for conducting event)	\$ 475.00	\$ -	\$ 5,700.00	138-82-002-5300		
Total	\$ 475.00	\$ -	\$ 5,700.00			
Emerson Ranch/Pond/Pump House - 3.3 surface acres					Emerson Ranch/Pond/Pump House - 3.3 surface acres	407-53-501-5380
Job/Location	Monthly \$	Quarterly \$	Annual \$	Oakley Account#		
Emerson Ranch/Pond 300 kw Monthly Generator inspection, readiness status, oil levels, fuel levels, alert condition. Consumables at added cost	\$ 286.00	\$ -	\$ 3,432.00	407-53-501-5300		
Emerson Ranch/Pond Annual Service for 300kw unit W/2-hour load test to conform to Air Quality standards	\$ -	\$ -	\$ 2,504.00	407-53-501-5300		
Emerson Ranch/Pond Weekly Fountain & Pump vault monitoring (inclusive of all costs for conducting event)	\$ 2,039.00	\$ -	\$ 24,468.00	407-53-501-5300		
Three (3) Outfalls with DI's will be monitored, panels checked for alerts, manhole covers removed 2 times per month for visual inspection (\$163.00 per inspection)	\$ 326.00	\$ -	\$ 3,912.00	407-53-501-5300		
Monitor DI's weekly, check panels, alarms, bump test pumps, inspect vaults, clean debris from vaults	\$ 163.00	\$ -	\$ 1,956.00	407-53-501-5300		
Inspect overhead crane, provide preventative maintenance and report any deficiencies. All work to follow ANSI, CAL-OSHA, NEC and CMAA standards	\$ -	\$ 233.00	\$ 932.00	407-53-501-5300		
Total	\$ 2,814.00	\$ 233.00	\$ 37,204.00			
Delany Park/Pond/Pump House - 4.9 surface acres					Delany Park/Pond/Pump House - 4.9 surface acres	422-53-501-5380
Job/Location	Monthly \$	Quarterly \$	Annual \$	Oakley Account#		
Delany Park/Pond 300 kw Monthly Generator inspection, readiness status, oil levels, fuel levels, alert condition. Consumables at added cost	\$ 300.00	\$ -	\$ 3,600.00	422-53-501-5300		
Delany Park/Pond Annual Service for 300kw unit W/2-hour load test to conform to Air Quality standards	\$ -	\$ -	\$ 2,504.00	422-53-501-5300		
Delany Park/Pond Weekly Fountain & Pump vault monitoring (inclusive of all costs for conducting event)	\$ 2,140.00	\$ -	\$ 25,680.00	422-53-501-5300		
Three (3) Outfalls with DI's will be monitored, panels checked for alerts, manhole covers removed 2 times per month for visual inspection (\$163.00 per inspection)	\$ 326.00	\$ -	\$ 3,912.00	422-53-501-5300		
Monitor DI's weekly, check panels, alarms, bump test pumps, inspect vaults, clean debris from vaults	\$ 163.00	\$ -	\$ 1,956.00	422-53-501-5300		
Inspect overhead crane, provide preventative maintenance and report any deficiencies. All work to follow ANSI, CAL-OSHA, NEC and CMAA standards	\$ -	\$ 233.00	\$ 932.00	422-53-501-5300		
Total	\$ 2,929.00	\$ 233.00	\$ 38,584.00			

Bridgehead Rd Pump Station		Monthly \$	Quarterly \$	Annual \$	Oakley Account#	Bridgehead Rd Pump Station	145-35-001-5385
Monitor Pump Station weekly, check panels, alarms, bump test, inspect/clean debris from vaults, check plugs and fittings and replace as needed		\$ 350.00	\$ -	\$ 4,200.00	145-35-001-5385		
Total		\$ 350.00	\$ -	\$ 4,200.00			
Prescott Pump Station		Monthly \$	Quarterly \$	Annual \$	Oakley Account#	Prescott Pump Station	409-53-501-5380
Monitor DI's bi-monthly, check panels, alarms, bump test pumps, inspect vaults, clean debris from vaults		\$ 150.00	\$ -	\$ 1,800.00	409-53-501-5300		
Total		\$ 150.00	\$ -	\$ 1,800.00			
Full Contract Total		Monthly \$	Quarterly \$	Annual \$			
		\$ -	\$ -	\$ 138,693.00			
Added into contract 03/15/2023						Additional Rates	
Added into contract 03/20/2024 For FY 24/25 ***Quarterly prices billed 4 times per year upon each completion***						Cost per hour	
						Repair labor rate normal hours	\$ 145.00
						Labor rates nights & weekends	\$ 195.00
						Electrician rate normal hours	\$ 160.00
						Electrician rate nights & weekends	\$ 275.00
						Generator repair rate normal hours	\$ 225.00
						Generator repair nights & Saturdays	\$ 350.00
						Generator repairs Sundays	\$ 420.00

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Danielle Navarro, Assistant City Manager and
Robert Barker, Information Technology Manager
SUBJECT: Adopt a Resolution Authorizing the Purchase and Installation of Four
New Firewalls

Approved and
Forwarded to the
City Council

Background and Analysis

A firewall is a network security device that monitors incoming and outgoing network traffic and determines whether to allow or block specific traffic based on a defined set of security rules. It is the security barrier between the cyber threats that exist on the internet and the City's internal data network. Cybercrime is increasing exponentially and techniques to hack into organizations are getting more and more advanced. The current generation of firewalls on the market provide robust security features and are easier to administer and configure. Our current firewalls are approaching end of life and therefore will cease to receive security updates from the manufacturer, leaving the City vulnerable to new threats. Deploying the latest firewall technology will decrease the risk of exposure for the City.

Staff recommends the purchase of four new firewalls manufactured by Palo Alto Networks, a well-known leader in the firewall industry. They have consistently been ranked as a top leader for network firewalls by Gartner's Magic Quadrant, a well-respected technology research and advisory company. Palo Alto Network solutions can be found in many Fortune 500 companies worldwide and in many government institutions. Two devices will be installed together at the Police Department and two will be installed at City Hall. The reason for two devices at each location is that they operate in 'High Availability' mode, meaning that if one device fails, the other is able to continue operating.

The City has received a quote for \$51,652.00 for the equipment and \$5,000 for the labor (Attachment 2 to the staff report) from Keep IT Simple (KIS) to install the firewalls for the City. KIS is an information technology solutions provider located in the San Francisco Bay Area. KIS was recommended to the City of Oakley by another City within Contra Costa County, and the City of Oakley was highly satisfied with the support services recently provided by KIS while recovering from the recent cyberattack. Oakley Municipal Code Section 3.6.010(a)(6) provides an exception to the City's competitive bidding requirements for goods of a technical nature but requires the City Council by simple majority to authorize procurement without competitive bidding when the amount exceeds \$50,000.



Consistency with the Oakley Strategic Plan 27+

Approval of this item is consistent with the Sustainable Organization Goal's objective of identifying and investing in resources to execute the City's responsibilities and subobjective of upgrading IT services to include new computer systems and more efficient IT response to computer and technical issues to ensure projects can be delivered efficiently.

Fiscal Impact

The one-time cost to purchase and install the new firewalls is \$56,652. Funding for the project was approved in the Technology Service Fund as part of the FY 2023/24 Budget adoption.

Staff Recommendation

Staff recommends the City Council adopt the proposed resolution authorizing the purchase and installation of four new firewalls at City Hall and the Police Department.

Attachments

1. Proposed Resolution
2. Firewalls Quote



RESOLUTION NO. XX-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING
THE PURCHASE AND INSTALLATION OF FOUR NEW FIREWALLS**

WHEREAS, a firewall is a network security device that monitors incoming and outgoing network traffic and determines whether to allow or block specific traffic based on a defined set of security rules and is the security barrier between the cyber threats that exist on the internet and the City's internal data network; and

WHEREAS, the City's current firewalls are approaching end of life and therefore will cease to receive security updates from the manufacturer, leaving the City vulnerable to new threats; and

WHEREAS, deploying the latest firewall technology will decrease the risk of exposure for the City as cybercrime is increasing exponentially, techniques to hack into organizations are getting more and more advanced, and the current generation of firewalls on the market provide robust security features; and

WHEREAS, the City received a quote for the firewalls for \$51,652.00 from Keep IT Simple (KIS), an information technology solutions provider located in the San Francisco Bay Area; and

WHEREAS, Oakley Municipal Code Section 3.6.010(a)(6) provides an exception to the City's competitive bidding requirements for goods of a technical nature but requires the City Council by simple majority to authorize procurement without competitive bidding when the amount exceeds \$50,000.

BE IT RESOLVED by the City Council of the City of Oakley that the purchase and installation of a new firewalls is hereby approved at a cost not to exceed \$51,652.00.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024 by the following vote.

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Anissa Williams, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



KIS - Keep IT Simple
43160 Osgood Road
Fremont, CA 94539
United States

Quote #	10390 v4
Date	2024/04/12
Expires	2024/05/31
Contact	Matt Eickmann

Prepared for City of Oakley
 Rob Barker
 3231 Main St
 Oakley, CA 94561
 United States

 T: 925-625-7032
 E: barker@ci.oakley.ca.us

ACCEPT QUOTE

04-12-2024 Palo Alto

Fees

Category	Item	Qty	Price	Total
Network Security & Firewalls	Palo Alto PA-460 Network Security/Firewall Appliance	4	\$3,920.00	\$15,680.00
	Palo Alto PA-460 Network Security/Firewall Appliance - 8 Port - 10/100/1000Base-T - Gigabit Ethernet - 3DES, AES (128-bit), AES (192-bit), AES (256-bit), MD5, SHA-1, SHA-256, SHA-384, SHA-512 - 8 x RJ-45 - Desktop			
Software Licensing	Palo Alto Core Security Bundle - 3 Year	4	\$6,053.00	\$24,212.00 [†]
	Palo Alto Core Security Bundle Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN - Subscription License - 1 License - 3 Year			
Services	Palo Alto Networks Premium Support Program - 3 Year	4	\$2,510.00	\$10,040.00 [†]
	Palo Alto Networks Premium Support Program - Extended Service - 3 Year - Service - Service Depot - Exchange - Parts			
Rack Equipment	Palo Alto Rack Tray	2	\$160.00	\$320.00
	Palo Alto Rack Tray - 4 Post - Metal			

[†] Non-taxable item

Please contact us if you have any questions.

Comments
CMAS: 3-18-70-2443Q

One-Time Subtotal	\$50,252.00
(8.75%)	\$1,400.00
Total	\$51,652.00 USD

ACCEPT QUOTE



KIS - Keep IT Simple
43160 Osgood Road
Fremont, CA 94539
United States

Quote #	10457 v3
Date	2024/04/08
Expires	2024/05/31
Contact	Matt Eickmann

Prepared for City of Oakley
 Rob Barker
 3231 Main St
 Oakley, CA 94561
 United States

 T: 925-625-7032
 E: barker@ci.oakley.ca.us

ACCEPT QUOTE

04-08-2025 PAN Installation

Fees

Category	Item	Qty	Price	Total
Labor / Professional Services	KIS Professional Services - Firewall Installation for Police Dept. Engagement Details: • ASA Configuration review • Palo Alto device registration, PAN-OS and Dynamic updates update to latest releases • Configuration of management plane • Configuration of LDAP binding • Configuration of Authentication profiles • Configuration of USER-ID group mappings • Email alerts • Network configuration • Configuration of network objects • Security policy configuration (includes use of APP-ID feature) • Cutover	1	\$2,300.00	\$2,300.00 [†]

Category	Item	Qty	Price	Total
Labor / Professional Services	KIS Professional Services - Firewall Installation for City Hall Engagement Details: • ASA Configuration review • Palo Alto device registration, PAN-OS and Dynamic updates update to latest releases • Configuration of management plane • Configuration of LDAP binding • Configuration of Authentication profiles • Configuration of USER-ID group mappings • Email alerts • Network configuration • Configuration of network objects • Security policy configuration (includes use of APP-ID feature) • Configuration of site to site vpn tunnels • Configuration of GlobalProtect for Remote Access (initial configuration wont include MFA setup) • Cutover and testing	1	\$2,700.00	\$2,700.00 [†]

[†] Non-taxable item

Total **\$5,000.00 USD**

Please contact us if you have any questions.

Comments

CMAS #: 3-21-07-1018

ACCEPT QUOTE

Cost Breakdown

Category	Fees
Labor / Professional Services	\$5,000.00
Total	\$5,000.00 USD

Terms and Conditions

A convenience fee of two point nine percent (2.9%) will be applied to credit card purchases.

Unless otherwise stated on the invoice, payment terms are thirty (30) days net from date of invoice. If Buyer fails to pay in accordance with these terms, KIS, at its option, may charge Buyer, and Buyer shall pay KIS (in addition to the price), a delinquent administrative service charge on the unpaid amount at the rate of one and a half percent (1.5%) per month (or such lower rate as may be the maximum allowable by law) from any such date until the date of payment. Should the Buyer become delinquent in the payment of any sum due to KIS, KIS shall not be obligated to continue performance under any agreement with Buyer. In the event of default, collection costs and attorney fees may apply.

Contact

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Danielle Navarro, Assistant City Manager
SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Contract with Keep IT Simple for Information Technology Services for FY 2024/25

Approved and
Forwarded to the
City Council

Background and Analysis

The City has contracted for information technology (IT) services since incorporation in 1999. In 2023, management of the IT Managed Service Provider (MSP) shifted from Finance to the City Manager's Office under the Assistant City Manager (ACM). The ACM was tasked with reviewing the existing services, including the cost, staff satisfaction, IT hardware and software needs, and quality and level of service provided, and making a recommendation on how best to provide citywide IT services balancing the needs of a growing organization with costs.

As part of the 2023 citywide reorganization, staff recommended, and the City Council authorized, the new Information Technology Manager classification beginning in the second half of FY 2023/24 with an anticipated reduction in the services provided by the MSP in FY 2024/25. The City's first in-house IT Manager was hired in February. In addition to providing a second person to supplement the on-site technician contracted through the MSP, having a subject matter expert on staff to provide oversight of the MSP and to be able to quickly assess and implement IT services and projects has increased efficiency and built trust across the organization in the IT division.

With the IT Manager now in place, and after careful assessment of: 1) the City's current and future information technology equipment and services needs, including those brought to staff's attention by the recent cyberattack on the City; and 2) the cost and satisfaction with the service provided over the last few years, staff determined that it is in the best interest of the City to contract with a new MSP for the FY 2024/25 fiscal year.

While assessing next steps to draft a Request for Proposals, Keep IT Simple (KIS), an IT services provider the City contracted with for incident response and emergency recovery/restoration services from the recent cyberattack, sent the City an unsolicited proposal and state of work for IT support services (attached). The proposal estimates



the cost of proposed services to be \$145,892 for a 12-month agreement, which is approximately \$40,000 less than the current MSP agreement.

Staff was satisfied with the work performed by KIS during the response to and recovery from the cyberattack and determined that the proposal, statement of work, and estimated costs meet the needs of the City.

KIS is an approved contractor on the California Multiple Award Schedule (CMAS). The CMAS contracting program allows the City to procure a contractor that was previously selected through the State of California procurement process. All pricing, products and/or services offered to the State of California through this system are made available to the City as authorized by Oakley Municipal Code Section 3.6.010(a)(10). Making use of this process results in cost savings to the City and expedites contractor selection.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

Funding for the MSP services is included in the proposed FY 2024/25 budget in the Information Technology Fund 503. Contract signing will not occur until the FY 2024/2025 Budget has been adopted by Council.

Staff Recommendation

Staff recommends the City Council adopt a Resolution authorizing the City Manager to negotiate and execute a contract with Keep IT Simple for information technology services through the California Multiple Award Schedule (CMAS) contracting process.

Attachments

1. Proposed Resolution
2. Unsolicited Proposal and Statement of Work for It Support from KIS



RESOLUTION NO. X-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING
THE CITY MANGAER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT
WITH KEEP IT SIMPLE FOR INFORMATION TECHNOLOGY SERVICES FOR FY
2024/25**

WHEREAS, the City has contracted for Information Technology (IT) Managed Services since incorporation in 1999; and

WHEREAS, as part of the 2023 citywide reorganization, staff recommended, and the City Council authorized, the new Information Technology Manager classification beginning in the second half of FY 2023/24 with an anticipated reduction in the services provided by the current Managed Service Provider in FY 2024/25; and.

WHEREAS, after careful analysis, staff determined that it is in the best interest of the City to contract with a new IT Managed Service Provider for the FY 2024/25 fiscal year; and

WHEREAS, Keep IT Simple (KIS), an IT services provider the City contracted with for incident response and emergency recovery/restoration services from the recent cyberattack, sent the City an unsolicited proposal and state of work for IT support services at an estimated cost of \$145,892 for a 12-month agreement; and

WHEREAS, staff was satisfied with the work performed by KIS during the response to and recovery from the cyberattack and determined that the proposal, statement of work, and estimated costs meet the needs of the City.

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to negotiate and execute a contract with Keep IT Simple for information technology services through the California Multiple Award Schedule (CMAS) contracting process.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024 by the following vote.

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Anissa Williams, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



KIS Unsolicited Proposal – IT Support for the City of Oakley, CA

KIS PROPOSAL AND STATEMENT OF WORK (SOW)

Prepared By: Craig Miller Partner and Practice Manager

43160 Osgood Rd. Fremont CA 94539 • Tel: 510.403.7500 • Fax: 510.403.7501 •

Email: matt@kiscc.com craig@kiscc.com • www.kiscc.com



Keep I.T. Simple

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Introduction

KIS has recently assisted with an incident response for the City of Oakley, CA (Oakley) and is interested in determining if KIS would be a good candidate to provide managed support for Oakley. This is an unsolicited proposal to introduce KIS in this role and our estimate for providing managed services to Oakley. KIS will provide support for IT services for Oakley. KIS has been a successful partner with our clients in supporting their IT environments since 1988. KIS implements the support model specific to the needs of each client. Whether support is a full IT support model, specific staff augmentation for various SME skills, or executive level IT management and strategic guidance, KIS is ready and capable of providing quality support for our clients. Our commitment to excellence is evident in the longevity of our many relationships with the clients we continue to support. KIS will initially provide a support team to gather relevant details and set up the support model. KIS will then provide services specific to the needs of Oakley. The primary model is one onsite resource daily for 4 hours and remote support using the KIS ticketing and service desk resources. Support will include the services in the Statement of Work (below).

Our approach to this engagement is to work directly with Oakley IT manager to manage the support model. KIS will provide tools to support the team specifically RMM, Inventory, ticketing, and SOC services. KIS will conduct an inventory and configurations of all included devices, applications, and services that are in scope during the initial phase. KIS will provide a maintenance chart that will be used to conduct proactive checks on critical infrastructure and other systems and services. KIS has worked with many organizations like Oakley and has a history of being thorough in performing support services. KIS will provide guidance to ensure that Oakley identifies and organizes their strategic projects efficiently and securely.

COMPAY BACKGROUND

KIS - Keep IT Simple is an IT solutions provider and multi-disciplinary consultancy serving customers throughout California and beyond since 1988 (36 years). KIS is comprised of approximately 50 employees and is based in Fremont, CA. KIS provides Cloud services through Entra and Cloud hosting facilities in Fremont, CA, Houston, TX, and Kansas City, Mo. KIS has successfully completed thousands of projects, implementations, and mission-critical emergency repairs and services for commercial and government organizations across the nation including a thriving staff augmentation/service desk practice.

KIS practice areas are managed by a KIS partner and includes the following.

- **Sean Canevaro** – KIS Cloud services, Virtualization, KIS Cabling practice Lead, and CEO
- **Todd Schmitzer** – Client Support, Sales Lead, vendor relations, Physical Security and Voice systems
- **David Powell** – KIS and Microsoft Cloud solutions, Office 365, virtualization, Service Desk Technical Lead, and Infrastructure
- **Allan Hurst** – Project Management, Virtualization, DNS Infrastructure, Microsoft Active Directory and Server Infrastructure.
- **Craig Miller** – Cybersecurity, Risk Management, Microsoft solutions, and IT Support
- **Karen Bascomb** – Sales
- **Brent Schmidt** – Virtualization and Storage
- **Boris Bosnacovich** – Infrastructure and Cybersecurity Compliance
- **Kyle Bascomb** – Structured Cabling, Datacenter, and physical infrastructure Lead

KIS has a number of industry certifications, recognition, awards, and proven expertise in the specific technologies and solutions that are directly in line with projects such as this. The following is a list of relevant awards and certifications that KIS holds.

- Microsoft Cloud Solution Provider
- Microsoft Data Center Silver Partner continuous from 2005-2024
- Cisco Certified Premier Partner
- VMware Partner / Cloud Service Provider – HCI, Server Virtualization, Management, Hybrid/Multi-Cloud, Transform Networking and Security, Empower Digital Workspace competencies and related certifications.
- Awarded Industry ERA 2019 10 Best Security Solution Providers
- Awarded VMware Advanced Professional Data Center virtualization Deployment 2019
- Chosen as a VMware Ignite Partner for Horizon 2007
- Chosen as a VMware Ignite Partner Workspace One 2017
- Chosen as a VMware Ignite Partner HCI 2018
- Chosen as a VMware Ignite Partner Digital Workspace 2020
- Chosen as a VMware Ignite Partner VMware Cloud Foundation 2020
- Continuous VMware Partner Technical Advisory Board member 2013-2024
- Multiple VMware VCAP Certifications which represents top .1% of VMware Certifications
- VMware Premiere Reseller

- VMware VCPP (Cloud Reseller)
- VEEAM Gold Reseller and Silver Service Provider
- ISACA Member for over 11 years
- Arctic Wolf Silver Partner
- TRAPP – ArmorPoint SOCaaS Partner
- DarkTrace – Cybersecurity SIEM/Threat Detection AI
- Center for Internet Security Secure Suite Member and Consultant
- Member of the EC-Council (international Security consortium) for 8 years
- Fortinet Authorized Partner
- Dell Gold Reseller and authorized to use Dell NASPO to sell to Public Sector.
- HPE Business Partner
- Juniper Authorized Partner
- Palo Alto Networks Partner / Innovator
- RingCentral Partner
- Sonicwall Silver Partner
- Tintri / Tegile Partner
- Verkada Partner

KIS contact information:

Sable Computer Inc. dba Keep IT Simple
43160 Osgood Rd.
Fremont, CA 94539

Primary Contact: Craig Miller – Partner and Security/Infrastructure Practice Manager
Phone: (510)403-7500 x7560
Email: craig@kiscc.com

Service Desk Primary Contact – David Powell
Phone: (510)403-7500 x7566
Email: davidp@kiscc.com

Alternate Support Contact: Boris Bosnacovich – Associate Partner / Infrastructure Technical Lead
Phone: (510)403-7500 x7547
Email: borisb@kiscc.com

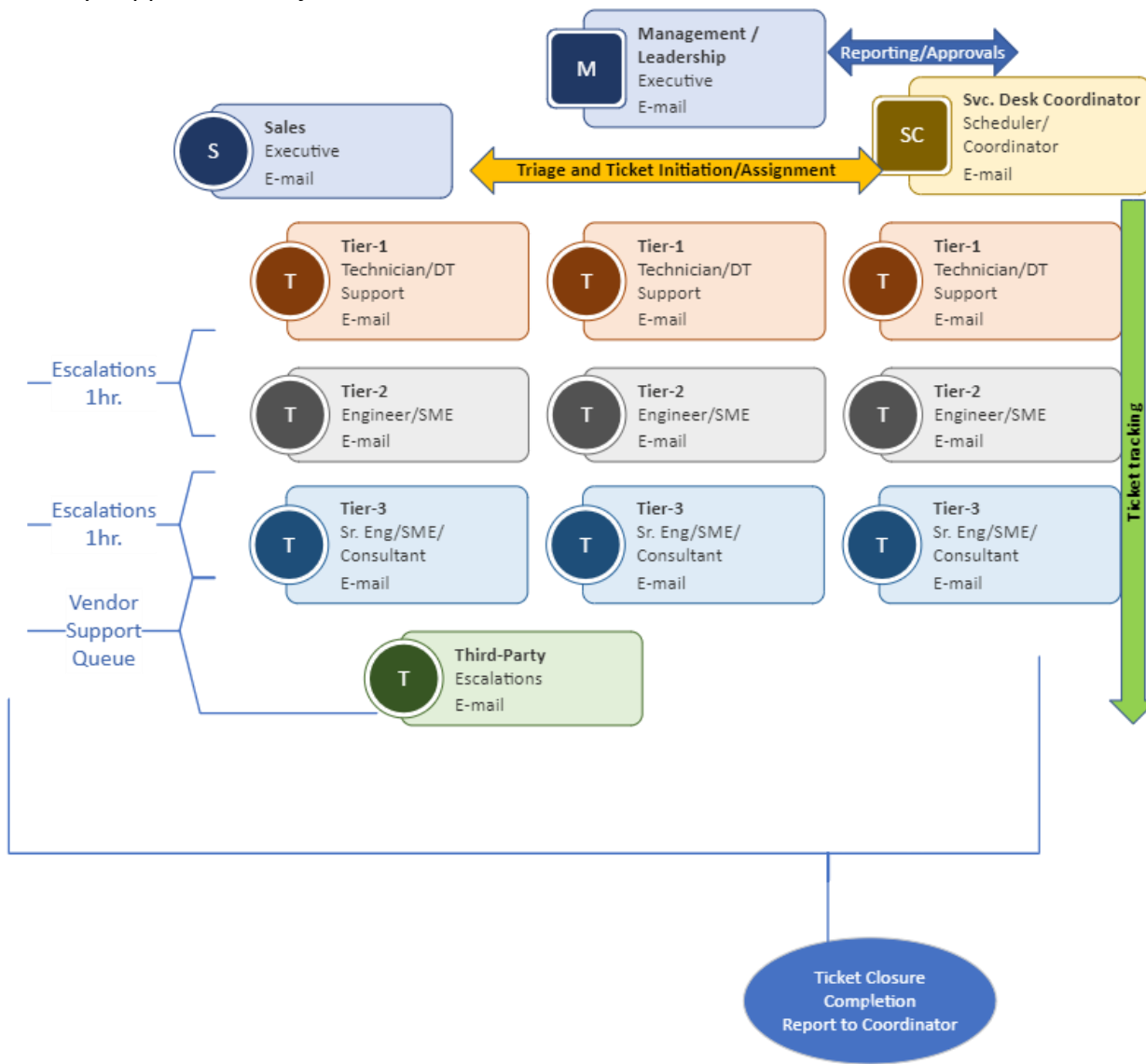
Sales Executive Contact: Matt Eickmann – Sales Executive
Phone: (510)403-7500 x7561
Email: matt@kiscc.com

PROJECT STAFF BACKGROUND AND CERTIFICATIONS

The staffing model is based on the listed services identified in the project SoW. Our service desk team is a select group of professionals across many of our Practice Areas who can provide basic to advanced skills for all levels of services needed. Our approach is to have a single point of contact (SPOC) with alternates to provide Oakley direct and escalated support as needed (i.e. emergencies after-hours). Senior Consultants and practice managers involved with this team will be informed and involved with the support team as is deemed necessary to fulfill support or project tasks. Our partner relationships with vendor products provides vendor escalations for advanced issues that may arise. Work records will be completed by any staff that are involved in any service ticket or request. Oakley can initiate and follow the tickets generated through their dashboard.

Staffing Model and Organization Chart is below;

Primary Support and Project Team Chart:



Craig Miller – Client Technical and relationship Lead

Craig Miller is a Partner who leads the KIS Security and Infrastructure Practices and shares the IT Support services role with other partners. He has over 30 years of direct and relevant experience in providing network design, cable systems design, Data Center implementations, Microsoft Back-Office and Server solutions, virtualization planning and implementations, Cyber Security Controls and Defense, Cyber Security Incident Response, Ethical Hacking, Hacking Forensics, and multiple vendor solution implementation experience such as Dell, HPE, Cisco, and many other product deployments. Craig has an extensive history of implementing IT helpdesks, datacenters, and infrastructure projects as well as managing quarterbacking security projects such as this in both commercial and government organizations. Craig has held a number of certifications such as Microsoft's MCSA and MCP, Cisco's CCNA, Novell's CNA, Fiber-Channel and iSCSI Storage solutions, Leviton and Siemon Cabling installation and design, Krone cabling, and Master Project Manager to name a few. Craig is a member the Center for Internet Security and an ISACA member. Craig works with frameworks and tools such as COBIT and CIS Controls, CIS Benchmarks, CIS CAT-Pro as well as successfully implementing NIST 800-53 (Security Controls) and NIST 800-100 (Cyber Security Program Model), NIST-CSF, and has created the KIS Incident Response Team (IRT) that provides "boots on the ground" support for our clients. Craig performs cybersecurity assessments for compliance testing. Craig and his team successfully performed incident response efforts for many commercial and government organizations that includes working with State and Federal agencies during these efforts as needed. Craig currently manages multiple clients in local government, education, commercial, and quasi-government agencies. Craig has defended government organizations from impending attacks from groups such as anonymous and has successfully planned and implemented cybersecurity programs in commercial and government organizations.

David Powell – Consultant and Lead for Azure, Microsoft 365, Cloud and virtualization technologies:

Over 28 years of professional IT experience including the last 18 years in a consulting role that consists of designing and deploying data networks, enterprise identity management solutions, corporate collaboration systems, and cloud and SaaS solutions. Principal Architect and Director of KIS Cloud, a private cloud solution providing Infrastructure as a Service, Desktop as a Service, Backup as a Service, and Disaster Recover as a Service. Infrastructure planning, deploying, and troubleshooting in Microsoft Active Directory, Microsoft Exchange, Microsoft Remote Desktop Services, Microsoft Network Policy Server, Azure AD/Entra, Microsoft 365, Microsoft Intune, Citrix Virtual Desktops and Apps, Citrix Netscaler, VMware vSphere, VMware Horizon, VMware VSAN, and Microsoft Hyper-V. Architected and deployed storage solutions from Dell/EMC, Tegile, NetApp, Nimble, and VMware. Architected enterprise wireless solutions from Cisco/Meraki and Aerohive. Latest certifications include VMware VCP & VCAP in Data Center Virtualization

Boris Bosnacovich– Associate Partner and Infrastructure lead:

Boris leads the infrastructure practice engineering capability. Boris has been in the field since 2011 (13 years). Experienced in a number of vendor solutions and technical aspects of deployment as well as overall global design. Boris is experienced with and has held/holds certifications in Cisco, Sonicwall, Brocade, Meraki/Cisco, Barracuda, and is continuing to fulfill certifications in Fortinet, Palo Alto Networks, and Wireless Solutions (across a number of vendors). Boris is expanding into virtual solutions from Vmware, and Microsoft solutions. Boris is also being trained to achieve the Certified Ethical Hacker (CEH) certification to provide a direct cybersecurity aspect to current and future deployments. Other experience includes Solarwinds, Cisco Unity, RSA SecurID, Cisco ACS, Cisco Call Manager, and is proficient in Ethereal and Wireshark analysis tools.

Tier 1 – 3 Technical Support Team – Primary Support Team:

These will be assigned specifically to support the client under this SoW. The team will gather relevant information to enable the other alternate team members to provide support as needed. The primary team will be 1 primary, 1 secondary, and 1 alternate technical resource and will be scheduled by ticket generation and coordinated by the team coordinator/scheduler.

Statement of Work

KIS will provide support for IT services for Oakley. Currently Oakley has an IT Manager and an agreement with an MSP. KIS is to provide all IT services needed to support the client, server, infrastructure, and security of the IT environment. The support model is to be primarily remote with onsite support being provided daily for 4 hours. KIS is to leverage ticketing and remote capabilities using the KIS support tools. KIS will provide the following services.

NOTE: The cost chart is based on this list. Any additions may increase the amount of license costs and support time.

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

Phase 1 – Initial setup and implementation

- Assign and introduce the support team.
- Implement the KIS Support tools.
- Initial Discovery and Inventory of the included systems, services, applications, infrastructure.
- Documentation of the systems by type and role.
- MS365 review and documentation – acquire access to the Admin portal and CSP management.
- Implement the ticketing and RMM process.
- Introduce the client to the ticketing process and escalations.
- Document the Maintenance Schedule (updates, patches, firmware, configuration checks).

Phase 2 - Conduct Support Services

- Assign and schedule on-premises support.
- Introduce the Service Desk coordinator to the client and initiate the service.
- Assign and schedule maintenance checks.
- Schedule automated and manual update and patch schedules.
- Provide relevant documentation for the support team.
- Conduct services and ticket processing as required Tier 1-3.
 - Onboarding and Termination of users
 - Endpoint support
 - Server support
 - Printer Support
 - Infrastructure device support
 - Firewall, network, Wireless.
 - MS AD administration
 - MS365 support

- Server and data backup and recovery solution monitoring and administration.
- Monthly meeting to provide updates and guidance on projects and strategy for improvements/optimizations.

Non-routine Support services (see exclusions and services outside of standard support (below).

Time and Cost Estimate

Time Cost Chart:

Note: If this is a multi-year contract, year 2 and beyond has a 7% annual rate increase (see CMAS Contract - #: 3-21-07-1018).

All pricing is based on a 12 Month Agreement.

Task Item	Cost
Initial Setup and Configuration (One-Time Cost)	
Phase 1	
Discovery and Initial setup	\$5,000.00
Task 1 – One-Time Cost	\$5,000.00
Monthly Support	
On-Premises (M-F 8am-1200PM) and remote service desk support	\$9,667.00
Monthly Support Total:	\$9,667.00
Support Tools	
RMM, Inventory, SOCaaS, and Ticketing (per Month) 122 Licenses	\$2,074.00
Support Tool Costs (per Month):	\$2,074.00
Total Support Per Month:	\$11,741.00
Total Costs Year 1	\$145,892.00

Note: This proposal is intended for professional services only. All other adds/moves/changes relating to services or equipment not part of support services under this proposal will be charged the fees as listed in the “Exclusions and services outside the standard support” section (below).

Exclusions and services outside the standard support:

Services included in the standard monthly rate are standard IT support services for routine maintenance and support. Anything outside of that support is considered out of scope and will be billed at the appropriate SME rate or as negotiated if a project. These include, but are not limited to, the following.

1. Technology Refresh of the infrastructure, Directory, or systems.

2. Adds/moves/changes outside of normal administrative tasks of included systems and services.
3. Emergency Support – i.e. Outages, Cybersecurity Incidents, other system or service failures.
4. Structured cabling and physical infrastructure.
5. Anything not specifically included in the SoW task list.

These services are available but not included in the monthly cost. The rates for these services are as follows and will increase at a rate of +7% in year 2 and beyond per CMAS. CMAS Contract - #: 3-21-07-1018.

1. \$185.00/hr. Emergency Response
2. \$165.00/hr. Consultant - Senior Engineer/SME
3. \$165.00/hr. Engineer
4. \$125.00/hr. Physical infrastructure, Cabling

Authorization

In the event the Customer is required by law to withhold taxes, the Customer agrees to furnish KIS all required receipts and documentation substantiating such payment.

EACH OF THE PARTIES agrees to the details of this Statement of Work and has caused this SOW to be executed by its duly authorized representative.

<i>CLIENT</i>	<i>KIS</i>
Signature:	Signature:
Printed Name:	Printed Name: Craig A. Miller
Title:	Title: Director of Infrastructure & Security Practice, Partner
Date:	Date: March 29, 2024

Attachments:

Attachment A – Services Terms and Conditions

Attachment A – Services Terms and Conditions

1. **Services Keep IT Simple Computer Center Will Supply.** Keep IT Simple Computer Center (“KIS”) agrees to deliver to you the services (the “Services”) described in the Statement of Work (SOW) included here. When we refer to “you” in this Agreement, we mean the Customer identified above. When we say “we” or “us,” we are referring to you and KIS.
2. **Fees.** Subject to Sections 3 and 4 here, you agree to pay KIS the fees for the Services described on the SOW plus any applicable sales, use, or other taxes. There will be additional fees if you change or expand the scope of the work that you ask KIS to do.
3. **Estimates.** Unless otherwise indicated in the SOW, KIS will perform the Services on a time-and-materials basis. KIS may provide you with an estimated fee. This is KIS’s good faith estimate of the total amount the Services will cost but is not a fixed fee. The actual cost may be more or less than the estimate. If this Agreement specifies a “not-to-exceed” amount, KIS will not bill you for more than such amount without your prior consent. However, KIS does not guarantee the Services will be completed for such an amount.
4. **Payment.** KIS will send you an invoice on a bi-weekly basis as the Services outlined in this SOW are completed. These invoice(s) are due Net 30. In the event an agreement for prepaid hours is in place, that agreement defines the specific terms of payment and other details related to the services agreement and is to be the defining Terms and Conditions for this SoW.
5. **Warranty.** KIS agrees to provide qualified consultants who will perform their work in accordance with generally and currently accepted consulting principles and practices. The Services will be deemed accepted unless you notify KIS in writing within fifteen business days after performance that the Services did not conform to this warranty. KIS will promptly correct any non-conformities and will notify you in writing that the non-conformities have been corrected; the Services then will be deemed to be accepted after fifteen business days following such notice unless you notify KIS that the non-conformities have not been corrected. KIS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION KIS MAY PROVIDE.
6. **Your Responsibilities.**
 - a. You agree to provide the resources described in the section of the SOW entitled “Customer Responsibilities.”
 - b. We agree generally to cooperate with each other to see that the Services are successfully completed.
 - c. KIS IS NOT RESPONSIBLE FOR LOSS OF DATA OR LOSS OF USE OF ANY OF YOUR COMPUTER OR NETWORK SYSTEMS RESULTING FROM ITS PERFORMANCE OF THE SERVICES.
7. You represent and warrant to KIS that you have obtained permission for both you and KIS to access and use your system, the data on it and all hardware and software components included in it for the purpose of providing the Services. If you do not already have such permission, it is your responsibility to obtain it, at your expense, before you ask KIS to perform the Services.
8. **Limitation of Liability.** NEITHER ONE OF US WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR LOSS, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH (A) THIS AGREEMENT OR THE SERVICES, (B) THE RESULTS OR OPERATION OF ANY SYSTEM RESULTING FROM IMPLEMENTATION OF ANY RECOMMENDED PLAN OR DESIGN. UNDER NO CIRCUMSTANCES WILL KIS BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THE SERVICES FEE UNDER THE APPLICABLE STATEMENT OF WORK FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GIVES RISE TO YOUR CLAIM. THIS LIMITATION OF LIABILITY APPLIES TO ALL TYPES OF LEGAL THEORIES, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PROFESSIONAL LIABILITY, PRODUCT LIABILITY, WARRANTY OR OTHERWISE.
9. **Confidentiality.** We do not expect that either of us will have access to the other’s confidential information, so this Agreement does not include a nondisclosure agreement. If in the future it becomes necessary for one or the other of us to disclose confidential information, we will sign a separate nondisclosure agreement. In the meantime, each of us will assume that what the other tells us or shows us is not confidential.
10. **HIRING OF EMPLOYEES.** During the Term and for a period of two (2) years after termination of this Agreement, neither Customer nor KIS shall directly recruit or solicit for employment any employees of the other without the prior written approval of the Party whose employee is being considered for employment.
11. **Forms.** We agree that the use of preprinted forms, such as acknowledgments, purchase orders or invoices, will be for convenience only, and all preprinted terms and conditions stated on the forms will not apply to this Agreement.
12. **Independent Contractor.** KIS is an independent contractor. Neither of us will consider the other its agent or representative. You will not be responsible for paying benefits or employment taxes for the KIS persons who perform the Services, and they will not be considered as your employees.
13. **Governing Law and Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. IN ADDITION, THE PARTIES AGREE THAT ANY DISPUTES ARISING OUT OF THIS CONTRACT SHALL BE HELD WITHIN A COURT OF COMPETENT JURISDICTION WITHIN ALAMEDA COUNTY, CALIFORNIA.
14. **Entire Agreement.** This Agreement, as modified by the customer purchase order and including all attachments and exhibits hereto, is the complete agreement between us. Neither of us will try to claim that we agreed to something else, unless it is in writing and signed by both of us.
15. **Notices.** All notices provided for herein shall be in writing and delivered to the other KIS Project Manager, whose name and address appear on the SOW and the customer’s superintendent. Each of us can change our respective designated Project Managers, or their address, by providing written notice to the other.

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Rob Barker, Information Technology Manager
SUBJECT: Adopt a Resolution Authorizing the Purchase and Installation of a New Storage Area Network and Appropriation of \$105,538 from the ARPA Fund in FY 2023/2024

Approved and
Forwarded to the
City Council

Background and Analysis

A Storage Area Network (SAN) is a specialized, high-speed network that provides network access to storage devices. SANs are typically composed of hosts, switches, storage elements, and storage devices that are interconnected using a variety of technologies, topologies, and protocols and may span multiple sites. The normal life expectancy of a Storage Area Network (SAN) is approximately five to seven years. The City's SAN was last upgraded in 2018 and has had two major outages between May 2022 and November 2023. The existing SAN became a part of a new vendor's product line by acquisition, is no longer under support, and has been phased out by the new vendor.

The City has received three quotes (Attachment 2 to the staff report) for a replacement SAN. The quote from Keep IT Simple (KIS) is the lowest at \$105,537.47 (including fiber cables that the City would have to purchase separately). KIS is an information technology solutions provider located in the San Francisco Bay Area. KIS was recommended to the City of Oakley by another City within Contra Costa County, and the City of Oakley was highly satisfied with the support services recently provided by KIS while recovering from the recent cyberattack. The useful life for the proposed SAN is approximately five to 10 years and the quote includes five years of support.

Consistency with the Oakley Strategic Plan 27+

Approval of this item is consistent with the Sustainable Organization Goal's objective of identifying and investing in resources to execute the City's responsibilities and subobjective of upgrading IT services to include new computer systems and more efficient IT response to computer and technical issues to ensure projects can be delivered efficiently.



Fiscal Impact

The one-time cost to replace the SAN and fiber cables is \$105,537.47 (\$86,937.47 equipment and \$18,600 labor). Funding for the project is available in the American Rescue Plan Act (ARPA) Fund, from the portion of funding the City Council allocated to technology expenses.

Staff Recommendation

Staff recommends the City Council adopt the proposed resolution authorizing the purchase and installation of a new Storage Area Network and approve the appropriation of \$105,538 from the ARPA Fund in FY 2023/2024 for the goods and services.

Attachments

1. Proposed Resolution
2. Storage Area Network Equipment Quotes



RESOLUTION NO. X-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW STORAGE AREA NETWORK AND APPROPRIATION OF \$105,538 FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUND IN FY 2023/24

WHEREAS, Storage Area Network (SAN) is a specialized, high-speed network that provides network access to storage devices and are typically composed of hosts, switches, storage elements, and storage devices that are interconnected using a variety of technologies, topologies, and protocols and may span multiple sites; and

WHEREAS, the City's SAN was last upgraded in 2021, is no longer under warranty, has experienced two recent failures, and is at the end of its useful life; and

WHEREAS, the City received three quotes for the SAN replacement with the lowest quote being \$105,537.47 from Keep IT Simple (KIS), an information technology solutions provider located in the San Francisco Bay Area.

BE IT RESOLVED by the City Council of the City of Oakley that the purchase and installation of a new Storage Area Network is hereby approved at a cost not to exceed \$105,537.47.

BE IT FURTHER RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to appropriate \$105,538 in American Rescue Plan Act Funds for the purchase and installation of the Storage Area Network.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of April 2024 by the following vote.

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Anissa Williams, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

**RackSimply International Corp.**

3100 N Lake Harbor Ln, suite 174

Boise, ID 83703 US

salesorders@racksimply.com

Estimate

ADDRESS	SHIP TO	ESTIMATE	3132
City of Oakley	City of Oakley	DATE	03/21/2024
3231 Main Street	3231 Main Street		
Oakley, CA 94561	Oakley, CA 94561		

PART NUMBER	DESCRIPTION	QTY	PRICE	EXTENDED TOTAL
R4U33A	HPE Alletra 5010 Adaptive Flash Array Dual Controller Configure-to-order Base Array	1	12,832.00	12,832.00T
R4G78A	HPE Nimble Storage 2x32Gb 2-port Fibre Channel FIO Adapter Kit	1	12,100.00	12,100.00T
R4U47A	HPE Alletra 5000 Adaptive Flash Array 2.88TB (3x960GB) SATA 6G FIO Cache Bundle	1	18,288.00	18,288.00T
R8F35A	HPE Alletra 5000 Adaptive Flash Array 1.44TB (3x480GB) SATA 6G FIO Cache Bundle	1	9,625.00	9,625.00T
Q8J27A	HPE Nimble Storage C13 to C14 250V 10Amp 1.8m Universal FIO Power Cord	2	1.00	2.00T
R4U42A	HPE Alletra 5000 42TB (21x2TB) SAS 12G FIO HDD Bundle	1	22,490.00	22,490.00T
R9X15A	HPE Alletra Tier 1 Storage Array Standard Tracking	1	1.00	1.00T
S2V19A	HPE Alletra Storage 5000 2x 1200W Platinum FIO Power Supply Kit	1	1.00	1.00T
Q8G27B	HPE Tier 1 Storage OS Default FIO Software	1	1.00	1.00T
S0L75AAE	HPE Alletra 5010 Software and Support 5-year SaaS	1	13,508.00	13,508.00T
HA124A1	HPE Technical Installation Startup SVC	1	0.00	0.00T
HA124A1 5MR	HPE Tier 1 Storage Array Startup SVC	1	3,725.00	3,725.00T
HU4A6A5	HPE 5Y Tech Care Essential Service	1	0.00	0.00T
HU4A6A5 Z8K	HPE NS 2x32Gb 2p FC Adptr Supp	1	2,693.00	2,693.00T
HU4A6A5007D	HPE Alletra 5010 CTO Base Array Supp	1	1,628.00	1,628.00T
HU4A6A5007M	HPE Alletra 5000 42TB SAS HDD Bdl Supp	1	2,856.00	2,856.00T
HU4A6A5007S	HPE Alletra 5000 1.44TB FIO CachBdl Supp	1	1,222.00	1,222.00T
HU4A6A5007T	HPE Alletra 5000 2.88TB FIO CachBdl Supp	1	2,321.00	2,321.00T

State of California Participating Addendum #7-23-70-55-03

SUBTOTAL	103,293.00
TAX	9,038.14

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Dianna De Stefano
Phone: 603-683-4153
Fax:
Email: di.destefano@connection.com

25611659.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 3/21/2024
Valid Through: 4/20/2024
Account #: Contra Costa

Customer Contact: Rob Barker
Email: barker@ci.oakley.ca.us

Phone: (925) 625-7032
Fax:

QUOTE PROVIDED TO:	SHIP TO:
City of Oakley Rob Barker 3639 Main St Oakley, CA 94561 USA (925) 625-7032	City of Oakley Rob Barker 3639 Main St Oakley, CA 94561 USA (925) 625-7032

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	179.00 lbs		

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	41545185	R4U33A	CTO ENT Alletra 5010 CTO Base Array Hp Enterprise Storageworks	Hp Enterprise Storageworks	\$ 13,700.00	\$ 13,700.00
2	1	41153850	R4G78A	CTO ENT NS 2x32Gb 2p FC FIO Adptr Kit Nimble Storage	Nimble Storage	\$ 12,800.00	\$ 12,800.00
3	1	41531987	R4U47A	CTO ENT Alletra 5000 2.88TB FIO Cache Bundle Hp Enterprise Storageworks	Hp Enterprise Storageworks	\$ 19,900.00	\$ 19,900.00
4	1	41605934	R8F35A	CTO ENT Alletra 5000 1.44TB FIO Cache Bundle Hp Openview	Hp Openview	\$ 10,500.00	\$ 10,500.00
5	2	41384967	Q8J27A	AC Power Cord, C13 to C14 FIO, CTO ENT Nimble Storage	Nimble Storage	\$ 1.00	\$ 2.00
6	1	41531988	R4U42A	CTO ENT Alletra 5000 42TB SAS FIO Hard Drive Bundle Hp Enterprise Storageworks	Hp Enterprise Storageworks	\$ 24,400.00	\$ 24,400.00
7	1	41500347	R9X15A	CTO ENT Alletra Tier 1 Storage Array Std Trk Hp Openview	Hp Openview	\$ 1.00	\$ 1.00
8	1	41758863	S2V19A	CTO ENT HPE AL STG 5000 2x 1200W Plat FIO PS Kit Hp Openview	Hp Openview	\$ 1.00	\$ 1.00
9	1	41240782	Q8G27B	CTO ENT NOS Default Software License FIO Nimble Storage	Nimble Storage	\$ 1.00	\$ 1.00
10	1	41588045	S0L75AAE	CTO ENT HPE Alletra 5010 SW / Sup 5yr SaaS Hp Openview	Hp Openview	\$ 9,850.00	\$ 9,850.00
11	1	41338565	HA124A1	CTO ENT Technical Installation Startup SVC Hp Openview	Hp Openview	\$ -	\$ -
12	1	41430317	HA124A1#5MR	CTO ENT HPE Tier 1 Storage Array Startup SVC Hp Openview	Hp Openview	\$ 4,064.00	\$ 4,064.00
13	1	41254183	HU4A6A5	CTO ENT 5Y TC Essential SVC Hp Openview	Hp Openview	\$ -	\$ -

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Unassigned Unassigned
Phone:
Fax:
Email:

25611659.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 3/21/2024
Valid Through: 4/20/2024
Account #: Contra Costa

Customer Contact: Rob Barker
Email: barker@ci.oakley.ca.us

Phone: (925) 625-7032
Fax:

QUOTE PROVIDED TO:	SHIP TO:
City of Oakley Rob Barker 3639 Main St Oakley, CA 94561 USA (925) 625-7032	City of Oakley Rob Barker 3639 Main St Oakley, CA 94561 USA (925) 625-7032

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	179.00 lbs		

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
14	1	41478512	HU4A6A5#Z8K	CTO ENT HPE NS 2x32Gb 2p FC Adptr Supp	Nimble Storage	\$ 2,935.00	\$ 2,935.00
15	1	41552012	HU4A6A5007D	CTO ENT HPE Alletra 5010 CTO Base Array Supp Hp Openview	Hp Openview	\$ 1,775.00	\$ 1,775.00
16	1	41552013	HU4A6A5007M	CTO ENT HPE Alletra 5000 42TB SAS HDD Bdl Supp Hp Openview	Hp Openview	\$ 3,115.00	\$ 3,115.00
17	1	41605935	HU4A6A5007S	CTO ENT HPE Alletra 5000 1.44TB FIO CachBdl Supp Hp Openview	Hp Openview	\$ 825.00	\$ 825.00
18	1	41552014	HU4A6A5007T	CTO ENT HPE Alletra 5000 2.88TB FIO CachBdl Supp Hp Openview	Hp Openview	\$ 1,685.00	\$ 1,685.00
						Subtotal	\$ 105,554.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 7,114.20
						Total	\$ 112,668.20



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019



KIS - Keep IT Simple
43160 Osgood Road
Fremont, CA 94539
United States

Quote #	10498 v2
Date	2024/04/08
Expires	2024/05/31
Contact	Matt Eickmann

Prepared for City of Oakley
Rob Barker
3231 Main St
Oakley, CA 94561
United States

T: 925-625-7032
E: barker@ci.oakley.ca.us

ACCEPT QUOTE

04-08-2024 HPE 5010 Hybrid - 5 Year

Fees

Category	Item	Qty	Price	Total
Storage Arrays & Servers	HPE Alletra 5010 CTO Base Array	1	\$21,135.00	\$21,135.00
Network Interface Cards	HPE NS 2x32Gb 2p FC FIO Adapter Kit	1	\$7,116.00	\$7,116.00
Hard Drives/Solid State Drives	HPE Alletra 5000 2.88TB FIO Cache Bundle	1	\$9,076.00	\$9,076.00
Hard Drives/Solid State Drives	HPE Alletra 5000 1.44TB FIO Cache Bundle	1	\$4,777.00	\$4,777.00
Hard Drives/Solid State Drives	HPE NS C13 to C14 FIO Power Cord	2	\$0.00	\$0.00
Hard Drives/Solid State Drives	HPE Alletra 5000 42TB SAS FIO HDD Bundle	1	\$11,162.00	\$11,162.00
Service	HPE Alletra Tier 1 Storage Array Standard Tracking	1	\$0.00	\$0.00 [†]
Power Supplies	HPE 5000 2x 1200W Plat FIO Power Supply Kit	1	\$0.00	\$0.00
Software	HPE Tier 1 Storage OS Default FIO Software	1	\$0.00	\$0.00 [†]
Support	HPE Alletra 5010 Software Support, 5 Year SaaS	1	\$12,190.00	\$12,190.00 [†]
Service	HPE Technical Installation Startup Service	1	\$0.00	\$0.00 [†]
Service	HPE Tier 1 Storage Array Startup Service	1	\$6,000.00	\$6,000.00 [†]
Service	HPE Technical Care Essential Exchange Service, 5 Years	1	\$0.00	\$0.00 [†]

Category	Item	Qty	Price	Total
Support	HPE NS 2x32Gb 2-Port FC Adapter Support - 5 Years	1	\$4,010.00	\$4,010.00 [†]
Support	HPE Alletra 5010 CTO Base Array Support - 5 Years	1	\$1,370.00	\$1,370.00 [†]
Support	HPE Alletra 5010 42TB SAS HDD Bundle Support - 5 Years	1	\$2,394.00	\$2,394.00 [†]
Support	HPE Alletra 5010 1.44TB FIO Cache Bundle Support - 5 Years	1	\$1,030.00	\$1,030.00 [†]
Support	HPE Alletra 5010 11.52TB FIO Cache Bundle Support - 5 Years	1	\$1,940.00	\$1,940.00 [†]

[†] Non-taxable item

Please contact us if you have any questions.

One-Time Subtotal	\$82,200.00
(8.75%)	\$4,660.78
Total	\$86,860.78 USD

ACCEPT QUOTE

Cost Breakdown

Category	Fees
Storage Arrays & Servers	\$21,135.00
Network Interface Cards	\$7,116.00
Hard Drives/Solid State Drives	\$25,015.00
Service	\$6,000.00
Power Supplies	—
Software	—
Support	\$22,934.00
	\$4,660.78
Total	\$86,860.78 USD

Terms and Conditions

A convenience fee of two point nine percent (2.9%) will be applied to credit card purchases.

Unless otherwise stated on the invoice, payment terms are thirty (30) days net from date of invoice. If Buyer fails to pay in accordance with these terms, KIS, at its option, may charge Buyer, and Buyer shall pay KIS (in addition to the price), a delinquent administrative service charge on the unpaid amount at the rate of one and a half percent (1.5%) per month (or such lower rate as may be the maximum allowable by law) from any such date until the date of payment. Should the Buyer become delinquent in the payment of any sum due to KIS, KIS shall not be obligated to continue performance under any agreement with Buyer. In the event of default, collection costs and attorney fees may apply.

Contact



KIS - Keep IT Simple
43160 Osgood Road
Fremont, CA 94539
United States

Quote #	10478 v3
Date	2024/04/08
Expires	2024/05/31
Contact	Matt Eickmann

Prepared for City of Oakley
Rob Barker
3231 Main St
Oakley, CA 94561
United States

T: 925-625-7032
E: barker@ci.oakley.ca.us

[ACCEPT QUOTE](#)

04-08-2024 SAN Services

Fees

Category	Item	Qty	Price	Total
Labor / Professional Services	KIS Professional Services - SAN Migration & Configuration - Assist with deployment of storage array. - Test and validate new storage array - Create new storage design configuration - Migrate virtual machines to new storage	1	\$15,480.00	\$15,480.00 [†]

[†] Non-taxable item

Total	\$15,480.00 USD
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Please contact us if you have any questions.

Comments
CMAS #: 3-21-07-1018

[ACCEPT QUOTE](#)

Cost Breakdown

Category	Fees
Labor / Professional Services	\$15,480.00
Total	\$15,480.00 USD

Terms and Conditions

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KIS - Keep IT Simple
43160 Osgood Road
Fremont, CA 94539
United States

Quote #	10479 v3
Date	2024/04/12
Expires	2024/05/31
Contact	Matt Eickmann

Prepared for City of Oakley
Rob Barker
3231 Main St
Oakley, CA 94561
United States

T: 925-625-7032
E: barker@ci.oakley.ca.us

[ACCEPT QUOTE](#)

04-12-2024 - Horizon

Fees

Category	Item	Qty	Price	Total
Labor / Professional Services	KIS Professional Services - Horizon Optimization Update Horizon configuration and migrate VDI workloads to new storage	1	\$3,120.00	\$3,120.00 [†]

[†] Non-taxable item

Total	\$3,120.00 USD
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Please contact us if you have any questions.

Comments
CMAS #: 3-21-07-1018

[ACCEPT QUOTE](#)

Cost Breakdown

Category	Fees
Labor / Professional Services	\$3,120.00
Total	\$3,120.00 USD

Terms and Conditions

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Contact



KIS - Keep IT Simple
43160 Osgood Road
Fremont, CA 94539
United States

Quote #	10458 v2
Date	2024/04/12
Expires	2024/05/31
Contact	Matt Eickmann

Prepared for City of Oakley
Rob Barker
3231 Main St
Oakley, CA 94561
United States

T: 925-625-7032
E: barker@ci.oakley.ca.us

[ACCEPT QUOTE](#)

04-12-2024 Fiber Patch Cables

Fees

Category	Item	Qty	Price	Total
Cable	DX/LC-LC/50uAqua10Gig/2M Fiber Patch Cord-OM4	4	\$17.63	\$70.52
	DX/LC-LC/50uAqua10Gig/2M Fiber Patch Cord-OM4			
Please contact us if you have any questions.				
			One-Time Subtotal	\$70.52
			(8.75%)	\$6.17
			Total	\$76.69 USD

[ACCEPT QUOTE](#)

Cost Breakdown

Category	Fees
Cable	\$70.52
	\$6.17
Total	\$76.69 USD

Terms and Conditions

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DATE: April 23, 2024
TO: City Council
FROM: Joshua McMurray, City Manager
SUBJECT: Authorization to Execute a Purchase and Sale Agreement with KB Home North Bay, LLC for the Sale of the Real Property Containing Approximately 27.0-Acres, Located at the Northeast Corner of E. Cypress Rd. and Knightsen Avenue (APN 032-081-025)

Approved and
Forwarded to the
City Council

Background and Analysis

History of the Dutch Slough Properties

Prior to incorporation of the City, Contra Costa County designated approximately 1,500 acres owned by the Emerson, Gilbert, and Burroughs families (the "Dutch Slough area"), for urban development and executed Development Agreements (DAs) with the land owners. Upon incorporation, the DAs with the County became binding upon the City.

In fall of 2001, the Dutch Slough landowners submitted an application to the Cal-Fed Delta Program to sell the properties north of the CCWD/USBR Canal to create the Dutch Slough Tidal Marsh Restoration Project. On September 2002, the City Council approved a Memorandum of Understanding ("MOU") between the City and the Dutch Slough landowners summarizing the terms of basic understanding regarding the disposition of the northern and southern portions of the properties and the future planning for the southern portions. In August 2003, the MOU was supplemented by DAs between the City and the Dutch Slough landowners to formalize and secure the rights created in the MOU, General Plan, and the Department of Water Resources (DWR) transaction.

In March of 2005 the City Council approved a collaborative planning processing for the Dutch Slough area. A group of five developers and the City developed the Dutch Slough Planning Framework Study to guide the development of the three properties made up of the Emerson, Gilbert and Burroughs properties. After the completion of the Dutch Slough Planning Framework Study, the City began processing the Tentative Maps for the three properties and one Environmental Impact Report for the Dutch Slough project area. This cooperative framework went away during the recession and the Emerson and Gilbert properties have now developed separately. Emerson Ranch has been mostly built-out with Neighborhoods 1-5 constructed and Neighborhood 6 is wrapping up construction and the commercial parcel has an approved project which has yet to be constructed. The Delaney Park (former Gilbert property) project is nearly complete.



The Burroughs property is comprised of two parcels. APN 032-081-026, which is approximately 17.90-acres, is owned by the Burroughs Family and APN 032-081-025, which is approximately 27-acres, is owned by the City. The City received the 27-acres as part of the transaction discussed above between the State and parcel owners.

Cooperative Agreement with WestGate Services

On December 10, 2019, the Oakley City Council approved the Cooperative Agreement between the City and WestGate Services for the entitlement and Preparation for Sale of this property. There are significant economies of scale to plan, entitle and develop both the Burroughs' 18 acres and the City's 27 acres together. The planning and entitlement work would include geotechnical analyses, biological consultants, civil engineering, preliminary architectural and other related consultancy. It is also believed that the sales proceeds on the sale of the jointly planned parcels to be much higher than if planned, entitled and sold separately.

The Cooperative Agreement sets forth the terms and conditions of our arrangement with WestGate. The key provisions include:

- WestGate oversees the various consultants and professionals needed to plan, entitle and sell the property.
- Unless a particular consultant is only needed for the Burroughs Property, or the City's property, all costs of consultants will be shared equally. (Price proposals/bids will be jointly reviewed by WestGate and the City and be mutually agreed upon).
- Communication and coordination between WestGate and the City will focus on the main goal of maximizing value of the properties.
- WestGate will process all entitlement documents with the City to include, any General Plan Amendment (not being proposed), Tentative Map, Design Review, etc.
- WestGate will assist with the marketing and sale of the City property to a merchant homebuilder and will receive 2.5% of the sales price as commission.
- WestGate would also receive upon sale of the property a \$30,000 a fee for coordinating the work of the consultants and entitlement process.



- The City would not charge for City staff time for this development; however, costs to the City by outside parties providing services needed to process the development application would be billed to the development.

The City entered into a Purchase and Sale Agreement with DR Horton in March of 2022, after an extensive marketing campaign by WestGate. That deal never went further than the due diligence stage. In November of 2023, the City entered into a Purchase and Sale Agreement with Landsea Homes. That deal also never went past the due diligence stage. Westgate entertained three offers from three builders but only one was deemed to be serious and worth considering. The Purchase and Sale Agreement being proposed for consideration is with KB Home North Bay, LLC. They are a California based company with over a decade of experience building quality communities in ten states, including northern and southern California.

One thing to note, is that the offer received accounts for affordable housing, which is a State imposed City requirement when we dispose of a residential property (Govt Code section 54233). The builder would be required to deliver to the City 17 finished lots, or 15% of the total number of lots, which is the State requirement. Those lots will then be used for below market rate homes, in which the City will need to find a partner to work with. That state requirement would cap the sales price of the 17 homes to no more than 80% of Area Median Income (AMI).

City Council Approval of the Burroughs Subdivision

On May 25, 2021, the City Council approved the Burroughs property subdivision which consisted of a Rezone (RZ 01-21) and Vesting Tentative Map (TM 01-21) to rezone the property from the A-3 (Heavy Agriculture) District to the Planned Development (P-1) District and to subdivide the approximately 43.24-acre project site into 208 single-family residential lots with associated site improvements and amenities. Of the 208 approved lots, the City owns 115 lots and WestGate controls 93. This Purchase and Sales agreement only addresses the 115 City owned lots.

The City retained Brothers Smith LLP to assist with the preparation and review of the Purchase and Sales Agreement. This firm is the same firm that WestGate Services is using.

It should be noted that the City did follow the provisions Government Code Section 54220 of the State of California, by providing notification that the City intends to sell the surplus property to affordable housing developers. We did not receive any formal interest on the property during that process, thus reducing our obligation to the State to provide Affordable Housing from a 25% requirement down to a 15% requirement.



Purchase and Sale Agreement

The Purchase and Sale Agreement contains the terms for the purchase of the property. The purchase price is \$5,383,517, with a series of two deposits to be given to the City. The first deposit would amount to \$50,000 and would be due within 5 days of after the opening of escrow. The second deposit of \$250,000 would be due after the 65 day due-diligence period ends and the buyer provides the City with a Notice of Suitability.

The City is currently going through the United States Bureau of Reclamation as part of the Burroughs Central Valley Project Inclusion process. That process is expected to wrap up in the next few months and the escrow related to this Purchase and Sale Agreement is expected to close on or before July 16, 2024.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Finance and Fiscal Responsibility Goal and specifically the sub-objective that points to the City making 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.

Fiscal Impact

The City stands to generate at a minimum \$5,383,517 of gross revenue off the sale of this City owned property. The net proceeds would take into account the agreement the City has with WestGate Services and the City share of the costs to entitle the property.

Staff Recommendation

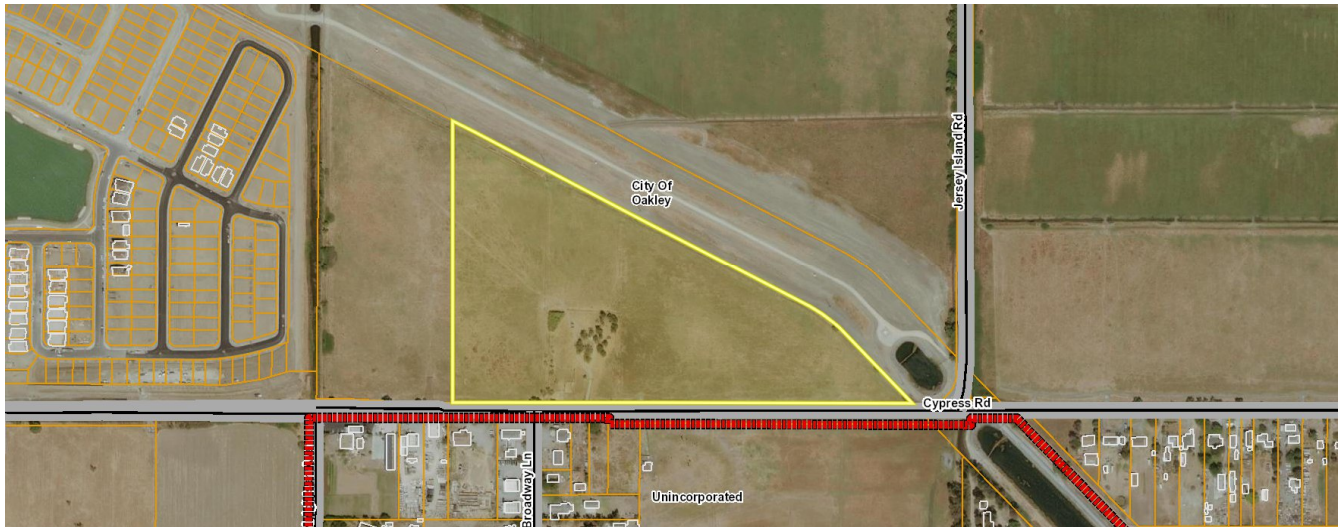
Staff recommends that the Council adopt the resolution approving the Purchase and Sale Agreement with KB home North Bay, LLC for the sale of the real property containing approximately 27.0-Acres, located at the northeast corner of E. Cypress Rd. and Knightsen Avenue (APN 032-081-025).

Attachments

Site Map
Draft Resolution
Draft Purchase and Sale Agreement



Vicinity Map
Burroughs Purchase and Sale Agreement
Northeast corner of East Cypress Rd. and Knightsen Ave.
APNs. 032-081-025



RESOLUTION NO. XX-24

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE
AGREEMENT WITH KB HOME NORTH BAY, LLC FOR THE SALE OF THE
REAL PROPERTY CONTAINING APPROXIMATELY 27.0-ACRES, LOCATED AT
THE NORTHEAST CORNER OF E. CYPRESS RD. AND KNIGHTSEN AVENUE
(APN 032-081-025)**

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is hereby authorized and directed to sign on behalf of the City that certain Purchase and Sales Agreement between the City and with KB Home North Bay, LLC for the sale of the real property containing approximately 27.0-Acres, located at the northeast corner of E. Cypress Rd. and Knightsen Avenue (APN 032-081-025).

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 23rd day of April 2024, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Anissa Williams, Mayor

Date

ATTEST:

Libby Vreonis, City Clerk

Date

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (“**Agreement**”) is made and entered into by and between THE CITY OF OAKLEY, a California municipal corporation (“**Seller**”), and KB HOME NORTH BAY LLC, a Delaware limited liability company (“**Buyer**”), each a “**Party**” and collectively the “**Parties**.”

1. PURCHASE AND SALE OF REAL PROPERTY

1.01 Agreement of Purchase and Sale. For and in consideration of the promises, undertakings, and mutual covenants of the Parties set forth in this Agreement, Seller hereby agrees to sell and convey unto Buyer, and Buyer hereby agrees to purchase and take from Seller the real property containing approximately 27.04 acres located at the northeast corner of E. Cypress Rd. and Knightsen Avenue, in the City of Oakley (“**City**”), Contra Costa County (“**County**”), California (“**State**”), APN 032-081-025, which is more particularly described in **Exhibit A** attached hereto, together with any and all improvements, rights and appurtenances pertaining thereto, including, but not limited to, all associated easements, privileges, entitlements, permits, rights of way and appurtenances benefiting such land, development rights, air rights, water rights, mineral, oil and gas and other subsurface rights, and all right, title, and interest of Seller in and to adjacent streets, alleys, easements, and rights-of-way, to the extent of Seller’s interest therein, if any, all of such real property, rights and appurtenances being referred to as the “**Property**.” The Parties acknowledge that Buyer has entered into (or intends to enter into) an agreement with WESTGATE VENTURES FUND III, LLC, a California limited liability company (“**Assignor**”), to acquire the property adjacent to the Property containing approximately 17.9 acres located at Cypress Road and commonly known as County Assessor’s Parcel Number 032-081-026 (“**Adjacent Property**”). The City and other applicable governmental authorities approved Vesting Tentative Map No. TM-01-21 (Subdivision 9557) with respect to the Property and the Adjacent Property (“**Tentative Map**”), related CEQA clearance or approvals, and other permits, approvals, and entitlements to permit development of ninety-three (93) single family lots (“**Lots**”) on the Adjacent Property and one hundred fifteen (115) Lots on the Property planned for residences to be constructed thereon (collectively, the “**Residences**”), of which seventeen (17) Lots, as described on **Exhibit A-1** attached hereto (“**Affordable Lots**”), will be conveyed back to the City as one or more conveyable parcels to be developed as below market rate Residences in accordance with Section 7.02 below.

1.02 Purchase Price. The purchase price for the Property (“**Purchase Price**”) shall be Five Million Three Hundred Eighty-Three Thousand Five Hundred and Seventeen Dollars (\$5,383,517).

1.03 Deposit.

(a) **Deposit.** In consideration for the right to purchase the Property granted in this Agreement by Seller to Buyer: (i) Buyer and Seller shall, within five (5) business days after the Effective Date (as defined below), open escrow (“**Escrow**”) with First American Title Company, 4750 Willow Road, Suite 275, Pleasanton, CA 94588, Attn: Sarah Eads (“**Escrow Holder**”) by delivering a fully executed copy of this Agreement to Escrow Holder (“**Opening of**

Escrow”), and (ii) within five (5) business days after the Opening of Escrow, Buyer shall deliver to Escrow Holder the sum of Fifty Thousand Dollars (\$50,000) (“**Initial Deposit**”). If Buyer delivers the Notice of Suitability pursuant to **Section 4.02**, Buyer shall, within five (5) business days thereafter, deliver to Escrow Holder the additional sum of Two Hundred Fifty Thousand Dollars (\$250,000) (“**Second Deposit**”). All references herein to “**Deposit**” refer to the Initial Deposit and the Second Deposit to the extent delivered by Buyer to Escrow Holder, and all interest earned on the Deposit. Upon Buyer’s delivery of the Notice of Suitability to Seller as provided in this Agreement, the Initial Deposit and the Second Deposit shall be nonrefundable to Buyer, except as otherwise provided in this Agreement.

(b) Termination. If Buyer fails to deposit the Initial Deposit as required by this Agreement, and if such failure continues for more than two (2) business days after delivery of written notice to Buyer, then Buyer shall not be deemed in default and either Party may terminate this Agreement by written notice to the other at any time prior to the deposit of the Initial Deposit. If Buyer fails to deposit the Second Deposit as required by this Agreement, and if such failure continues for more than two (2) business days after delivery of written notice to Buyer, then Buyer shall not be deemed in default and either Party may terminate this Agreement by written notice to the other at any time prior to the deposit of the Second Deposit, and the Initial Deposit will be returned to Buyer. If this Agreement is terminated pursuant to this **Section 1.03(b)**, then neither party will have any obligations under this Agreement, except for those that expressly survive termination of this Agreement.

(c) Deposit Applicable. The Deposit shall be invested by Escrow Holder in an account approved by Buyer with any interest accruing thereon to be paid to the Party entitled to the Deposit pursuant to this Agreement. The Deposit shall be applicable to the Purchase Price at the Closing.

(d) Independent Consideration. Notwithstanding any other provision of this Agreement, in addition to the Initial Deposit and at the time Buyer delivers the Initial Deposit to Escrow Holder, Buyer will deposit the sum of One Hundred Dollars (\$100.00) (“**Independent Consideration**”), which shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer in this Agreement, including the right to terminate this Agreement as provided herein. If this Agreement terminates for any reason, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price.

(e) Escrow. If the Closing does not occur at the time and in the manner provided in this Agreement because of the default of one of the parties, then the costs of cancellation, if any, shall be paid by the defaulting party. If the Closing does not take place for any reason other than a default by one of the parties, then each of Buyer and Seller shall be responsible for one-half share of any cancellation costs.

(f) Entitlement Costs. Notwithstanding anything to the contrary in this Agreement, at any time after the Effective Date Buyer shall have the right, in Buyer’s sole and absolute discretion, to elect to use all or any portion of the Deposit towards the costs and expenses to design, process and obtain Buyer’s Entitlement (as hereinafter defined in Section 7.01 of this Agreement). If Buyer elects to apply any portion of the Deposit towards such Entitlement costs as provided in this **Section 1.03(f)**, Buyer shall provide written notice to Seller and Escrow Holder

(“**Release Notice**”), which Release Notice shall identify the amount of the Deposit to be released to Buyer, and reasonable documentation outlining the applicable Entitlement costs related to the same. Unless Seller objects in writing to the release of the Deposit, Escrow Holder shall promptly release such portion of the Deposit to Buyer within five (5) days after receipt of Buyer’s Release Notice. Seller agrees to cooperate with such releases of the Deposit, including promptly providing any instructions requested by Escrow Holder.

1.04 Memorandum of Agreement. Concurrently with the execution of this Agreement, Seller and Buyer shall execute, acknowledge and deliver to Escrow a memorandum of agreement (“**Memorandum of Agreement**”) in substantially the form attached hereto as **Exhibit B**. Upon Buyer’s delivery of the Notice of Suitability to Seller and Buyer’s delivery of the Second Deposit to Escrow Holder, Escrow Holder shall immediately record the Memorandum of Agreement in the Official Records of the County against the Property. Upon the termination of this Agreement, and subject to Buyer’s receipt of the Deposit if Buyer is entitled to the same pursuant to this Agreement, Buyer shall deliver to Escrow Holder a notice of termination or quitclaim of the Memorandum of Agreement in recordable form to remove the Memorandum of Agreement from the condition of title to the Property.

2. CLOSE OF ESCROW

2.01 Closing.

(a) **Closing Date.** The closing (“**Closing**”) of the purchase and sale of the Property shall take place on the date (“**Closing Date**”) that is later to occur of either (i) thirty (30) days after the expiration of the Feasibility Period; or (ii) July 16, 2024 (the “**Outside Closing Date**”). The Closing Date and the Outside Closing Date shall be automatically extended on a day-to-day basis due to Force Majeure (as defined below).

(b) **Permitted Closing Day.** Notwithstanding any other provision of this Agreement, the Closing must occur on a Tuesday, Wednesday or Thursday (a “**Permitted Closing Day**”), and if the scheduled Closing would otherwise occur on a day that is not a Permitted Closing Day, the Closing shall be extended automatically to the next day that is a Permitted Closing Day.

(c) **Adjacent Property.** The Closing shall occur concurrently with Buyer’s acquisition of the Adjacent Property (“**Adjacent Property Closing**”) and the Parties agree to cooperate to affect such closings concurrently.

2.02 Seller’s Closing Obligations. At the Closing, Seller shall:

(a) Execute, acknowledge and deliver to Buyer a Grant Deed in the form attached hereto as **Exhibit C** and incorporated herein (“**Deed**”), conveying to Buyer good and indefeasible fee simple title to the Property free and clear of all liens, claims, and encumbrances except the Permitted Exceptions (as defined in **Section 3.03**);

(b) Execute and deliver to Escrow Holder two executed original counterparts of a General Assignment Agreement (the “**General Assignment**”) in the form

attached hereto as **Exhibit D** assigning to Buyer all rights of Seller in and to any intangible rights and personal property or other interests in the Property;

(c) Pay Seller's closing costs as specified in this Agreement;

(d) Deliver an executed title affidavit and other documents if required by, and in a form reasonably acceptable to, First American Title Company ("**Title Company**") that is sufficient to enable Title Company to issue the Title Policy (as defined below) subject to the requirements of this Agreement.

(e) Deliver such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Company.

(f) Execute and deliver such other instruments and affidavits as the Escrow Holder may reasonably require.

2.03 Buyer's Obligations at Closing. At the Closing, Buyer shall:

(a) Pay to Seller the Purchase Price in cash for the Property less the amount of the Deposit;

(b) Execute and deliver to Escrow Holder two executed original counterparts of the General Assignment;

(c) Pay Buyer's closing costs as specified in this Agreement; and,

(d) Execute and deliver such other instruments and affidavits as the Escrow Holder may reasonably require.

2.04 Closing Costs. Seller shall pay (i) all County and City documentary transfer taxes, if any, (ii) all title insurance fees and premiums for the CLTA standard coverage portion of the Title Policy (as defined below), (iii) one-half of Escrow Holder's fees, and (iv) Seller's attorneys' fees incurred in connection with the negotiation and consummation of this Agreement. Buyer shall pay (i) one-half of Escrow Holder's fees, (ii) all additional title insurance fees and premiums for extended coverage portion of the Title Policy, and (iii) Buyer's attorneys' fees incurred in connection with the negotiation and consummation of this Agreement. All other closing costs shall be allocated between Seller and Buyer in accordance with the customary allocation of such costs in the County.

2.05 Prorations. Current ad valorem taxes, special taxes and all assessments of whatever kind shall be prorated on the Property as of the Closing Date based on the latest information available to Escrow Holder. Seller shall be responsible for, and shall pay, any delinquent or supplemental taxes properly attributable to the Property prior to the Closing, and shall pay for such delinquent or supplemental taxes, whether such delinquent or supplemental taxes become due before or after the Closing. Buyer shall be responsible for all supplemental taxes

assessed as the result of the Closing. If, after the Closing, either Party receives a bill for any such taxes or assessments, including supplemental taxes (collectively, “**Other Taxes**”), owed by the other Party, then the Parties agree that (a) such Other Taxes shall be prorated between the Parties to the Closing and (b) the Party receiving the bill for the Other Taxes shall notify the Party responsible for paying the Other Taxes in writing of the amount of such Other Taxes and the Party owing the Other Taxes shall promptly pay its prorated share of such Other Taxes within thirty (30) days of demand therefor. All prorations and/or adjustments called for in this Agreement are to be made on the basis of a thirty (30) day month, unless otherwise specifically instructed in writing. The provisions of this **Section 2.05** shall survive the Closing.

2.06 Escrow Holder’s Duties at Closing. Escrow Holder shall cause the Closing to occur by (a) recording Seller’s Deed and each other document required to be recorded and (b) delivering funds and documents as set forth in **Section 2.07** WHEN AND ONLY WHEN (i) all funds and instruments required pursuant to **Sections 2.02 through 2.05**, inclusive, have been delivered to Escrow Holder and (ii) each of the conditions precedent to the Closing set forth in this Agreement have been satisfied or waived as provided for in this Agreement. The applicable provisions of this Agreement shall constitute joint instructions to Escrow Holder to consummate the purchase in accordance with the terms and provisions hereof. The Parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed herein; provided, however, if the provisions of any such additional instructions contradict with the provisions of this Agreement, then the provisions of this Agreement shall control.

2.07 Distribution of Funds and Documents

(a) Escrow Holder shall, at the Closing, deliver to Seller and Buyer a copy of the Deed (conformed to show recording date) and conformed copies of each document recorded to place title in the condition required by this Agreement. Escrow Holder shall cause the County Recorder of the County to mail Seller’s Deed and each other recorded document after recordation, to the grantee, beneficiary or person (i) acquiring rights under said document or (ii) for whose benefit said document was acquired.

(b) Escrow Holder shall, at the Closing, deliver by certified mail, overnight courier or United States mail (or will hold for personal pickup, if requested) one (1) copy of each non-recorded document received hereunder by Escrow Holder to the payee or person (i) acquiring rights under said document or (ii) for whose benefit said document was acquired. Escrow Holder shall deliver copies of all documents deposited into Escrow to the Parties.

(c) All disbursements by Escrow Holder shall be made by wire transfer in accordance with instructions provided to Escrow Holder. Escrow Holder shall deliver, at the Closing, to Seller all amounts to which Seller is entitled and shall deliver any excess amount to Buyer.

3. TITLE REPORT

3.01 Title Report; Title Review Period. Escrow Holder delivered to Buyer a preliminary title report covering the Property, including true and correct copies of all instruments

reflected as exceptions in the title report (the “**Title Report**”), issued by the Title Company. Buyer has thirty (30) days after the Effective Date (the “**Title Review Period**”) to notify Seller in writing of any objection to exceptions in the Title Report.

3.02 Buyer’s Title Response; Cure Period. If Buyer does not notify Seller of any objection to the exceptions in the Title Report, then at the end of the Title Review Period, Buyer shall be deemed to have accepted all of the exceptions in the Title Report. If Buyer objects to any exception(s) in the Title Report, then Seller shall have ten (10) business days following the end of the Title Review Period (the “**Cure Period**”) to commit in writing to modify or eliminate the objected to exceptions as of the Closing, to the sole and absolute satisfaction of Buyer. Notwithstanding anything to the contrary contained in this Agreement, whether or not Buyer objects, Seller must remove at or prior to the Closing, and title to the Property shall be conveyed to Buyer free and clear of, all of the following: (i) any mortgage or deed of trust, (ii) any mechanic’s lien, (iii) any other monetary liens and obligations of any kind whatsoever, except for non-delinquent real property taxes and assessments that constitute a lien on the Property, (iv) any rights of possession, (v) any exceptions related to Seller’s authority and power to sell the Property, (vi) any exceptions caused or created by Seller after the Effective Date, and (vii) any encumbrance or exception to title related to the Oil and Gas Lease (as defined below). If Seller has not agreed to modify or eliminate the objected to exceptions, to the sole and absolute satisfaction of Buyer, within the Cure Period, Buyer may, at its option, and as Buyer’s sole remedies, elect to (A) waive its objections to the Title Report or (B) terminate this Agreement. Buyer shall notify Seller of its election in writing, within five (5) business days following the end of the Cure Period (the “**Buyer’s Title Waiver Period**”). If Buyer fails to notify Seller prior to the expiration of the Buyer’s Title Waiver Period, however, the Agreement shall be deemed terminated as of the end of the Feasibility Period unless Buyer delivers the Notice of Suitability, in which event the approved condition of title shall be as set forth in the last title commitment issued by Title Company received by Buyer at least one (1) business day prior to the expiration of the Feasibility Period, and Seller shall be obligated to remove those objectionable exceptions, if any, that Seller is required to remove or that Seller previously agreed to remove in writing. If Buyer elects or is deemed to elect to terminate this Agreement pursuant to this Section, the Deposit shall be promptly returned to Buyer, and thereafter neither Seller nor Buyer shall have any further duties, rights or obligations hereunder, except for those duties, rights and/or obligations that are expressly stated herein to survive such termination. Seller or Buyer may elect to extend the Closing Date and the Outside Closing Date for up to thirty (30) days as may be required to modify or eliminate any objected to exceptions in accordance with this Section.

3.03 Permitted Exceptions. “**Permitted Exceptions**” shall consist of the following: (a) the lien for real property taxes and assessments not yet due or payable, and (b) the exceptions disclosed in the Title Report or any Supplemental Report that Buyer has notified Seller in writing are acceptable to Buyer.

3.04 New or Additional Exceptions. After the Effective Date and so long as this Agreement remains in effect, Seller shall not place or knowingly allow any deed of trust, lien, encumbrance, or other exception to title to the Property without the prior written consent of Buyer, and if Seller breaches this covenant, in addition to all other rights and remedies, Buyer may direct Escrow Holder to use Seller’s proceeds from the Closing to pay off and remove any such deed of trust, lien, encumbrance, or other exception to title to the Property. If any new or additional

exceptions to title to the Property appear of record after the date of the Title Report, including after the expiration of the Feasibility Period, the Escrow Holder shall deliver to Buyer a supplemental title report, including true and correct copies of all instruments reflected as exceptions in the supplemental title report (“**Supplemental Report**”). Thereafter, the Parties shall comply with **Sections 3.01 and 3.02**, except that the Title Review Period for any Supplemental Report shall be five (5) business days, the Cure Period shall be five (5) business days, Buyer shall notify Seller of its election regarding any uncured exceptions within two (2) business days (and shall be deemed to have disapproved any exceptions not approved in writing within such period), and the Closing shall be extended as necessary to accommodate review of the Supplemental Report in accordance herewith.

4. FEASIBILITY AND ACTIVITIES RELATING TO PROPERTY

4.01 Seller’s Materials. On or before the Effective Date, Seller has provided to Buyer, for Buyer’s review and approval, all information currently in Seller’s possession or control regarding the Property (collectively “**Seller’s Materials**”). Without limiting the generality of the foregoing, and to the extent they exist, and are known to Seller to be in Seller’s possession or control, Seller has provided to Buyer the following items:

- (i) All reports and studies concerning the Property, including the soils and geologic condition of the Property;
- (ii) All entitlement documents, permits, plans, and any property conditions reports;
- (iii) All permits, approvals, and inspection reports relating to the Property;
- (iv) All existing leases affecting the Property, and all lease files, including without limitation, all material correspondence to or from any current tenant regarding their occupancy;
- (v) Any previously completed survey of the Property;
- (vi) Copies of all reports, studies, and other materials which Seller possesses or controls which pertain to the environmental condition of the Property and the Adjacent Property; and
- (vii) Copies of all reports, studies, and other materials which Seller possesses or controls that pertain to FC Permit No. 626-21, the Soil Material or the Soil Material Permit (as such terms are defined below).

4.02 Buyer’s Feasibility. Buyer, at its expense, may conduct a feasibility study of the Property (including architectural, geotechnical, environmental, marketing, engineering and financial feasibility studies) to determine whether or not the Property is suitable to Buyer as determined by Buyer in its sole and absolute discretion. Such operations shall be conducted in such a manner as to not permanently damage the Property, and if damage is done, Buyer shall repair and restore it to substantially its condition existing immediately prior to Buyer’s operations

on the Property at Buyer's expense. If the feasibility study indicates, in Buyer's sole and absolute discretion, that the Property is suitable to Buyer, then Buyer will send written notice (the "**Notice of Suitability**") to Seller on or before the date that is sixty five (65) days after the Effective Date (the "**Feasibility Period**"). If Buyer does not send Seller the Notice of Suitability on or before the last day of the Feasibility Period, and if such failure continues for more than two (2) business days after delivery of written notice thereof to Buyer, or if Buyer provides Seller written notice terminating this Agreement at any time prior to delivering the Notice of Suitability, this Agreement shall terminate. In the event of such termination, Escrow Holder is irrevocably instructed to immediately return the Deposit to Buyer, less the Independent Consideration, and Seller and Buyer shall have no further obligation to each other except for those obligations that expressly survive termination of this Agreement. If a Phase I environmental assessment of the Property recommends a Phase II environmental assessment or further investigations and/or reports as Buyer may require due to the recommendation and conclusion obtained in its Phase I environmental assessment or other environmental reports, then the Feasibility Period shall automatically be extended for the period of time necessary for Buyer to obtain such additional assessments, investigations, or reports not to exceed an additional sixty (60) days.

4.03 Right of Entry. Unless this Agreement is earlier terminated, from and after the Effective Date through the Closing, Buyer and its agents, consultants, contractors, subcontractors and employees (collectively, "**Buyer's Representatives**") shall have the right to enter upon the Property at reasonable times during ordinary business hours to perform such inspections, investigations, tests and studies. In conducting any inspections, tests, or studies, the Buyer and Buyer's Representatives shall (a) not unreasonably interfere with the operation, use, and maintenance of the Property, (b) not permit any liens to attach to the Property by reason of Buyer's exercise of the rights under this Section, (c) restore any damage to the Property caused by Buyer or Buyer's Representatives, and (d) not conduct any invasive testing without the prior consent of Seller. Prior to any such entry by the Buyer or Buyer's Representatives on the Property, Buyer shall obtain and maintain commercial general liability insurance written on an occurrence basis, with aggregate limits and per occurrence limits of at least Two Million Dollars (\$2,000,000) and that names Seller as additional insured with respect to any loss, damage, or injury that may occur as a result of Buyer or Buyer's Representatives' entry upon the Property. In addition, Buyer hereby agrees to indemnify, defend, and hold Seller free and harmless from and against any and all damages, claims, losses, liabilities, causes of action, proceedings, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") to the extent caused by any such activities of Buyer or Buyer's Representatives upon or about the Property; provided, however, the foregoing indemnity, defense, and hold harmless obligations shall not extend to liability arising from (x) the acts or omissions of Seller, or its agents, consultants, contractors, or tenants, (y) any diminution in value of the Property arising from or relating to any matters discovered by the Buyer or Buyer's Representatives, or (z) the discovery (but not negligent exacerbation) by Buyer or Buyer's Representatives of preexisting physical conditions on the Property. Buyer's indemnity, defense, and hold harmless obligations shall survive the Closing or earlier termination of this Agreement for a period of one (1) year.

4.04 Termination Prior to expiration of the Feasibility Period. If this Agreement is terminated pursuant to **Section 4.02** for any reason other than a breach or default by Seller, then Buyer shall provide to Seller copies of all documents, reports, studies, and other materials prepared by third parties on Buyer's behalf in connection with Buyer's due diligence

investigations of the Property (“**Buyer’s Materials**”), excluding all financial analysis, appraisals, internally generated analysis, reports, and communications, attorney work product, all environmental reports, including any Phase I or Phase II environmental assessment, architectural and/or house plans, and all other proprietary, privileged, and/or confidential information. Seller acknowledges and agrees that (i) Buyer makes no covenant, representation, or warranty whatsoever as to Buyer’s Materials, including their content, reliability, accuracy or completeness, and (ii) if Seller uses or relies on any of Buyer’s Materials, Seller shall do so solely at Seller’s own risk, and Buyer makes no representation, warranty or assurance as to whether Seller has any right to use or rely thereon. The delivery of Buyer’s Materials shall be subject to the proprietary rights of any engineer or other consultant preparing the same and any limitations on use imposed by them.

5. REMEDIES

5.01 Seller’s Remedies; LIQUIDATED DAMAGES. If Buyer defaults in performing Buyer’s obligations hereunder for any reason other than Seller’s default, and such default is not cured within the notice and cure period set forth in **Section 5.05**, Seller shall be entitled, as Seller’s sole and exclusive remedy, to obtain one of the following remedies (a) to waive the contractual obligations of Buyer in writing; (b) to extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; or (c) if Buyer has delivered its Notice of Suitability and Escrow fails to close solely due to Buyer’s default under this Agreement, Seller may elect to terminate this Agreement and receive the amount of the Deposit to the extent actually delivered to Escrow Holder as liquidated damages (the “**Liquidated Damages**”) in accordance with the provisions set forth below. IF SELLER ELECTS THE REMEDY SET FORTH IN **SECTION 5.01(c)**, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (i) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSING AND THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT; (ii) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (iii) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS MADE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSING. THE PARTIES DESIRE TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT AND TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF AFTER BUYER DELIVERS A NOTICE OF SUITABILITY, ESCROW FAILS TO CLOSE DUE SOLELY TO BUYER’S DEFAULT, THEN THE AMOUNT OF THE LIQUIDATED DAMAGES SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER’S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE, AND SELLER’S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING FROM BUYER’S DEFAULT SHALL BE LIMITED TO SUCH AMOUNT AND SELLER SHALL HAVE NO RIGHT TO RECOVER ANY ADDITIONAL

DAMAGES OR TO PURSUE ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS SELLER MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO BUYER'S DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS AGREEMENT AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, SELLER'S RIGHTS OF DEFENSE AND INDEMNIFICATION AS SET FORTH IN THIS AGREEMENT SHALL NOT BE DISTURBED BY SELLER'S ELECTION UNDER **SECTION 5.01(c)**.

BUYER'S INITIALS

SELLER'S INITIALS

5.02 Buyer's Remedies. If Seller defaults in performing Seller's material obligations hereunder for any reason other than Buyer's default, and such default is not cured within the notice and cure period set forth in **Section 5.05**, Buyer shall be entitled: (a) to waive the contractual obligations of Seller in writing; (b) to extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto, in which case the Closing Date and the Outside Closing Date will be extended for a period equal to the delay in completing Seller's performance of such material obligation; (c) to terminate this Agreement and receive, within three (3) business days after termination of this Agreement, a return of the Deposit, plus reimbursement of the costs and expenses incurred by Buyer in connection with the review, planning and development of the Property and with the transactions contemplated by this Agreement; or (d) to enforce specific performance of this Agreement or to enforce any other equitable relief, including the right to record a lis pendens against the Property, unless specific performance is not available, in which case Buyer may instead pursue any other remedy available at law or in equity. If Buyer extends the time for Seller's performance pursuant to **Section 5.02(b)**, then Buyer may exercise any of Buyer's other remedies set forth above in the event Seller fails to cure such breach prior to the expiration of such extension period. This provision shall not limit or otherwise affect Buyer's right to receive reimbursement for attorneys' fees as authorized by Section 16.10, Seller's indemnity obligations under this Agreement or any rights or obligations that survive the Closing or termination of this Agreement.

5.03 Post-Closing Remedies. From and after the Closing, each Party shall have the right to pursue its actual damages against the other Party (a) for a breach of any covenant or agreement contained in this Agreement that is performable after or that survives Closing (including the indemnification obligations of the Parties contained in this Agreement, but excluding any obligation to purchase the Property), and (b) for a breach of any representation or warranty made by the other Party in this Agreement. The obligations described in this **Section 5.03** shall survive the Closing and any termination of this Agreement.

5.04 Limitation on Remedies. Notwithstanding anything to the contrary in this Agreement, in no event shall any Party be entitled to recover any speculative, consequential, or punitive damages from the other Party in connection with this Agreement and/or the Property.

5.05 Notice and Cure. Notwithstanding anything to the contrary contained in this Agreement, neither Buyer nor Seller shall be in breach or default of any provision of this Agreement, and the other party shall have no right to terminate this Agreement as a result of any non-performance, unless the other party first provides written notice of such breach and the defaulting party fails to cure such breach within five (5) business days following receipt of such written notice, provided that such cure period shall be two (2) business days with respect to the failure to perform the obligations under **Sections 2.02 and 2.03** or payment of the Deposit. The Closing Date and the Outside Closing Date will be extended to accommodate any such notice and cure period. Each Party agrees to reasonably cooperate with the other in any and all attempts by the defaulting Party to cure any default within the default cure period.

5.06 Escrow Cancellation Charges Due to a Default. If the Closing fails to occur due to Seller's or Buyer's default, the defaulting Party must pay all Escrow cancellation charges. If Escrow fails to close for any reason other than the foregoing, each Party must pay one-half of the Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges, and expenses incurred by Escrow Holder, including all expenses incurred in connection with issuance of the Title Report and other title matters.

5.07 Force Majeure. The term "**Force Majeure**" means events beyond Buyer's reasonable control, including acts of God, war, riot, civil disobedience or disturbance, weather, impracticability, accident, strike or other labor disputes, delays of suppliers, contractors or carriers, fire, flood or casualty, governmental or judicial actions, governmental shut downs and/or delays, quarantine and/or other disease control measures related to a public health crisis, and shortages of material, components, fuel, labor or facilities and delays due to data breaches, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or failure of third-party software or hardware. In the event of Force Majeure that delays a party's ability to perform its obligations hereunder, neither party shall be in default under this Agreement and the time periods and deadlines for performance of a party's obligations hereunder shall be extended for the amount of time that such party is delayed as a result of such Force Majeure event. Notwithstanding anything to the contrary contained herein, if any such event of Force Majeure lasts longer than ninety (90) consecutive days, each party shall have the right, but not the obligation, to terminate this Agreement, in which event the Deposit shall be fully refunded to Buyer, and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement. Notwithstanding the foregoing, if Seller delivers a notice to terminate to Buyer ("**Termination Notice**"), then Buyer shall have five (5) business days after receipt of such Termination Notice to deliver written notice electing to waive any further delay as a result of a Force Majeure event. If Buyer delivers such notice electing to waive any further delay, then the Termination Notice shall be deemed to be rescinded and this Agreement shall remain in full force or effect. If Buyer elects to agree to the Termination Notice or fails to deliver written notice electing to waive any further delay within such five (5) business day period, then this Agreement shall terminate, in which event the Deposit shall be fully refunded to Buyer, and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement.

6. COMMISSIONS

Seller and Buyer hereby represent and warrant that there are no brokers, agents or finders, and that no other commissions or other similar fees are due or arising in connection with this Agreement, the sale and purchase of the Property, or the consummation of transactions contemplated in this Agreement, other than WestGate Services, Inc., dba WestGate Ventures (“**Broker**”), who represents Seller, and to which Seller will pay compensation pursuant to a separate agreement. Seller agrees to indemnify, defend, and hold Buyer harmless from and against all liability, loss, cost, damage, and expenses (including but not limited to attorneys’ fees and costs) because of any claim by a broker, agent, or finder claiming through Seller for any compensation with respect to this Agreement, the sale and purchase of the Property, and the consummation of the transactions contemplated in this Agreement, whether or not such claim is meritorious. Buyer agrees to indemnify, defend, and hold Seller harmless from and against all liability, loss, cost, damage, and expenses (including but not limited to attorneys’ fees and costs) because of any claim by a broker, agent, or finder (other than Broker) claiming through Buyer for any compensation with respect to this Agreement, the sale and purchase of the Property, and the consummation of the transactions contemplated in this Agreement, whether or not such claim is meritorious. The obligations described in this **Section 6** shall survive the Closing and any termination of this Agreement.

7. DEVELOPMENT MATTERS

7.01 Entitlements. From and after the Effective Date through the Closing, Buyer shall have the right (directly or through its affiliates) to process all applications, plans, maps, agreements, documents, and other instruments or entitlements (collectively, the “**Entitlements**”) necessary or appropriate for the subdivision and development of the Property as contemplated by Buyer in its sole discretion, including a final map for the subdivision of the Property and the Adjacent Property into the Lots in substantial conformance with the Tentative Map (“**Final Map**”) and the improvement plans required in connection with the Final Map (“**Improvement Plans**”). Seller agrees to assist and reasonably cooperate with Buyer’s efforts to process the Entitlements, including assigning rights relating to the Entitlements and executing applications, consents, and other documents in connection with processing the Entitlements. Seller agrees that it will not interfere or take any action in opposition to Buyer’s efforts to process the Entitlements and shall not take any action which could materially and adversely affect the Property or the Entitlements. From and after the Effective Date, Buyer shall have the right to meet and communicate with the consultants, engineers, contractors, and subcontractors providing or that have provided services to Seller in connection with the Property, and Seller shall instruct such parties to communicate freely with Buyer. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall require the continued efforts of Buyer or its affiliates to process or pursue the Entitlements, and Buyer and its affiliates will have no liability to Seller in connection with the processing of the Entitlements, if this Agreement is terminated for any reason or if Escrow does not close.

7.02 Affordable Lots. After Closing, Buyer will use commercially reasonable efforts to complete work required for the Affordable Lots to be in a Finished Lot condition (as defined in **Exhibit E** attached hereto) (“**Completion**”). Within thirty (30) days after Completion of the Affordable Lots, Buyer shall convey the Affordable Lots to Seller as one or more conveyable parcels for no additional consideration (“**Conveyance Date**”) and Seller agrees to take all

necessary actions to accept Buyer conveyance of the Affordable Lots to Seller. Seller agrees to reasonably cooperate with Buyer's efforts to achieve Completion of the Affordable Lots. For the avoidance of doubt, recordation of a final map or parcel map establishing the Affordable Lots as seventeen (17) separate legally conveyable parcels shall not be a condition to the Completion of the Lots in Finished Lot condition, and Seller, at Seller's sole cost and expense, shall be solely responsible for the same as well as for obtaining any individual building permits and paying related fees and costs for the Affordable Lots. Seller represents, warrants, and covenants to Buyer that Buyer's Completion of the Affordable Lots shall satisfy any applicable affordable housing or low income housing requirements applicable to the Property, and upon such Completion neither Buyer nor any successor owner of the Property shall have any further obligations with respect to the same. The terms of this **Section 7.02** shall survive the Closing. Neither Buyer nor any of its past, present and future employees, agents, representatives or attorneys has made and is not now making, and Seller has not relied upon and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, with respect to the Affordable Lots, including the physical condition of the Affordable Lots, the Finished Lot improvements, including any construction or design defects, errors, omissions or other conditions relating to the Affordable Lots or the Completion of the Lots, latent or otherwise, soil conditions, the presence of hazardous materials or any other matter affecting the Affordable Lots (collectively, the "**Property Matters**"). Seller represents that it has relied and shall rely solely upon (a) its own expertise and that of Seller's consultants in entering into this Agreement and acquiring the Affordable Lots and (b) Seller's own knowledge of the Property based on its ownership prior to the effective date and investigations and inspections of the Affordable Lots. Seller has conducted, or will have had the opportunity to conduct, such inspections and investigations of the Affordable Lots as Seller deemed or shall deem necessary, including the Property Matters and shall rely upon same. Seller acknowledges and agrees that Buyer shall convey to Seller and Seller shall accept the Affordable Lots "as is, where is," with all faults, defects (latent and apparent) or other adverse matters that may be associated with the Affordable Lots. Effective on the Conveyance Date, Seller waives, releases and agrees to indemnify, defend and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, managers, members, representatives, agents, successors and assigns ("**Released Parties**") from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses, including attorneys' fees and costs (collectively, "**Claims**"), of any and every kind or character, known or unknown, that it may now have or hereafter acquire against any of the Released Parties for any Claims arising from or related to Affordable Lots or the Property Matters. This release includes Claims of which Seller is presently unaware or which Seller does not presently suspect to exist which, if known by Seller, would materially affect Seller's release to Buyer. To the fullest extent permitted by law, Seller hereby agrees and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to Claims that are presently unknown, unanticipated and unsuspected, and Seller further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Seller nevertheless hereby intends to release, discharge and acquit Buyer from any such unknown Claims. Seller specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The terms of this **Section 7.02** shall survive the Closing.

Seller has initialed this Section to confirm its acceptance of the provisions hereof.

Seller's Initials

7.03 Inclusionary Letter. The Parties acknowledge that Assignor will continue to use commercially reasonable efforts to process and obtain all necessary approvals relating to the National Environmental Policy Act and approval of an inclusionary letter for the Property and the Adjacent Property by the Contra Costa Water District (“**Inclusionary Letter**”).

7.04 Stockpiled Soil at Upper Sand Creek Basin. Seller presently holds Contra Costa County Flood Control and Water Conservation District Permit No. 626-21 (“**FC Permit No. 626-21**”), which is a placeholder permit intended to reserve approximately 200,000 cubic yards of available soil material stockpiled at Upper Sand Creek Basin for use in the development of the Property and the Adjacent Property (“**Soil Material**”), and which expired on December 31, 2021. Seller and Assignor each provided a cash bond deposit for FC Permit No. 626-21. If Buyer provides a Notice of Suitability and the Soil Material is available for use, then Buyer shall apply for a permit from the Contra Costa County Flood Control and Water Conservation District for the excavation and removal of the Soil Material (“**Soil Material Permit**”) and provide a cash deposit in connection with such Soil Material Permit. Buyer acknowledges and agrees that Seller previously paid a One Hundred Thousand Dollar (\$100,000) deposit to the Contra Costa County Flood Control and Water Conservation District in consideration for FC Permit No. 626-21. Buyer further agrees that Buyer shall reimburse Seller for such deposit upon Closing. Seller shall use its best efforts in order to modify or extend the existing FC Permit No. 626-21 to allow it to be effective at the Closing, and at the Closing Seller shall assign or otherwise transfer such permit to Buyer to be utilized for the import of Soil Material as required for development of the Property and Adjacent Property. If Seller, due to reasons outside its control, is unable to assign and/or transfer the existing FC Permit No. 626-21 to Buyer, Seller shall assist and reasonably cooperate (and use reasonable efforts to cause the Assignor to assist and reasonably cooperate) with Buyer’s efforts to obtain the Soil Material Permit. Buyer will have no obligation under this **Section 7.03** if Buyer does not provide a Notice of Suitability.

7.05 CIP 247. Buyer and Seller acknowledge that Seller is currently improving a portion of East Cypress Road along the frontage of the Property as referenced in the Tentative Map conditions of approval 60(a) and 60(b) (collectively, the “**Improvement COA**”), known as Capital Improvement Project 247 (“**CIP 247**”). Seller was previously requiring a payment and/or reimbursement for its costs associated with CIP 247. Seller hereby acknowledges and agrees that this payment and/or reimbursement and the Improvement COA is no longer required, and Buyer will not be required to reimburse the Seller for any of its costs associated with CIP 247 for the Property. For the avoidance of doubt, Buyer acknowledges it may be responsible for a CIP 247

reimbursement to the extent related to the Adjacent Property, but only the portion along the Adjacent Property frontage related to Tentative Map condition of approval 60(a).

7.06 Tentative Map. Seller shall use commercially reasonable efforts to, prior to the Closing, (i) extend the term of the Tentative Map to expire no sooner than the date that is two (2) years after the existing Tentative Map expiration date, and (ii) modify the conditions of approval in accordance with Section 7.05 above.

7.07 Oil and Gas Lease. The Title Report discloses the existence of that certain Memorandum of Oil and Gas Lease which recorded on November 21, 1962 in Book 4247 Page 850 (“**Oil and Gas Lease Memorandum**”), which references that certain unrecorded lease agreement dated as of September 19, 1962 (“**Unrecorded Oil and Gas Lease**” and collectively with the Oil and Gas Lease Memorandum and as amended, the “**Oil and Gas Lease**”). Seller shall use commercially reasonable efforts to, prior to the Closing, cause the termination, release, and removal of the Oil and Gas Lease.

7.08 Dewatering Work. Buyer and Seller acknowledge and agree that in connection with Buyer’s post-Closing development and construction activities with respect to the Property and the Adjacent Property, Buyer anticipates to incur costs and expenses associated with dewatering the Property and the Adjacent Property in an amount equal to Nine Hundred Thousand Dollars (\$900,000) (“**Anticipated Dewatering Costs**”). Upon the completion of Buyer’s development and construction activities with respect to the Property and the Adjacent Property, if Buyer’s actual costs and expenses associated with dewatering the Property and the Adjacent Property in the aggregate is less than the Anticipated Dewatering Costs (such savings being referred to herein as the “**Dewatering Savings**”), Buyer shall pay to (i) Seller an amount equal to twenty-five percent (25%) of the Dewatering Savings, and (ii) Assignor (with respect to the Adjacent Property) an amount equal to twenty-five percent (25%) of the Dewatering Savings, within thirty (30) days after written notice from Seller or Assignor as applicable. For illustrative purposes only, if Buyer’s actual costs and expenses associated with dewatering the Property and the Adjacent Property is Eight Hundred Thousand Dollars (\$800,000) in the aggregate, Buyer would pay Twenty-Five Thousand Dollars (\$25,000) to Seller, and Twenty-Five Thousand Dollars (\$25,000) to Assignor.

8. TERMINATION OF LEASES AND OPERATION OF PROPERTY

8.01 Termination of Leases. Seller shall terminate all leases and cause all tenants, other parties in possession, and trespassers to vacate the Property prior to the Closing. During the term of this Agreement, Seller shall not enter into any new leases, licenses, or other occupancy agreements for the Property, or modify, amend, or extend the term of any existing leases. If any tenant or other party in possession fails to vacate the Property, Seller shall, at its sole cost and expense, take all commercially reasonable action to cause such tenant or other party in possession to vacate the Property prior to the Closing, including the prosecution of unlawful detainer proceedings. Buyer shall have the right to extend the Closing Date and the Outside Closing Date without payment of any extension fee or deposit if any of the leases have not been terminated and/or any tenant or other party in possession and trespassers have not vacated the Property prior to the scheduled Closing Date.

8.02 Additional Seller Pre-Closing Covenants. As long as this Agreement remains in full force and effect, Seller hereby covenants as follows:

(a) Without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion, Seller shall not subject the Property to any additional liens, exceptions, encumbrances, easements or rights of way after the Effective Date, except for as may be otherwise expressly provided for in this Agreement.

(b) Seller shall not make any material changes or alterations to the Property, other than necessary or typical maintenance and repairs.

(c) Seller shall not enter into any contract or agreement providing for the provision of goods or services to or with respect to the Property or the operation of this Agreement, without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed.

(d) Seller will not sell, lease, transfer, convey or encumber, or cause or permit to be sold, transferred, conveyed or encumbered, the Property, or any part thereof or interest therein.

(e) Seller will maintain its existing insurance in force with respect to the Property and not violate the terms of any existing indebtedness or documents securing same.

(f) Seller will promptly notify Buyer in writing of any litigation or governmental proceeding to which Seller becomes a party or which affects the Property or any part thereof.

(g) Seller will continue to operate and maintain the Property in the ordinary course of its business and substantially in accordance with Seller's present practice.

(h) Seller shall comply with and not violate any and all laws and existing permits, licenses and approvals applicable to the Property, and keep all such permits, licenses and approvals in full force and effect, and not take any action which would have a material and adverse effect upon the Property, or upon Buyer if Buyer acquires the Property.

(i) Seller shall not initiate, consent to approve or otherwise take any action with respect to zoning, land use or any other governmental rules or regulations presently applicable to all or any part of the Property, unless otherwise required by applicable law or regulation.

(j) Promptly deliver to Buyer any and all notices and/or other written communications delivered to or received from: (i) any party under any of the contracts affecting the Property; and/or (ii) any governmental authority and deliver to Buyer prompt notice of: (A) the occurrence of any inspections of the Property by any governmental authority; (B) any actual or alleged default by a party to any contract affecting the Property; or (C) any notices of violations of laws, ordinances, orders, directives, regulations or requirements issued by, filed by or served by any governmental agency against or affecting Seller or any part or aspect of the Property.

(k) Seller shall not, directly or indirectly, market the Property or have discussions or make, accept or entertain offers to or from any third parties interested in acquiring the Property.

8.03 Compliance with Laws. Seller shall comply with all laws, regulations, and other requirements applicable of every governmental body having jurisdiction of the Property.

8.04 Cooperation. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action, as maybe reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement (but without expanding the obligations or liability of either party hereunder in any material manner).

9. ASSIGNMENT OF RIGHTS

At the Closing, Seller will execute the General Assignment assigning the rights described therein to Buyer. With respect to the work performed and construction of improvements by the Seller, and to the extent they exist and/or in possession and/or favor of Seller, Seller hereby assigns to Buyer, effective as of the Closing, all of Seller's right, title, and interest in and to the following: (1) rights and remedies under any product and construction contracts, including warranties and indemnification rights, received by Seller from third parties relating to the Property, including utility and other service providers, engineers, contractors, and subcontractors; (2) all entitlements, licenses, permits, including building permits, fee credits, and prepaid fees attributed to the Property, to the extent assignable; (3) rights and remedies, including indemnification rights, under any contract Seller may have with any engineers, architects, consultants, contractors, and subcontractors; and (4) all plans, designs, and specifications relating to the design of the residences and other improvements planned to be constructed on the Property. Prior to the Closing, Seller shall request consents to the foregoing assignments (in form reasonably acceptable to Buyer and Seller) from all parties whose consent to such assignments is required, if any. To the extent any of the foregoing rights and remedies are not assignable, Seller shall reasonably cooperate with Buyer in pursuing such remedies, with any benefits accruing to Buyer. Notwithstanding the foregoing, Seller shall not be obligated to incur any cost or expense other than Seller's own general overhead costs and expenses in relation to Buyer's pursuit of such remedies. The provisions of this **Section 9** shall survive the Closing.

10. MORATORIUM AND CONDEMNATION AND CASUALTY.

10.01 Moratorium. If any moratorium on the issuance of building permits for the construction of single family houses and/or condominiums as applicable is enacted, or certificates of occupancy, the purchase of sewer and/or water taps, and/or public school attendance rights are abated, which moratorium or abatement is applicable to any portion of Property, and, as a result of such moratorium or abatement, the City, State, County, school district, or any other Governmental Agency (as defined below) will not issue permits for the construction and/or purchase of sewer and/or water taps and/or certificates of occupancy for houses to be constructed on the Property, or will not permit attendance in the school district attendance zone in effect as of the Effective Date, then Buyer's obligations in accordance with this Agreement and the Closing Date and the Outside Closing Date shall toll for the duration of the moratorium and/or abatement.

Upon the discontinuation of any such moratorium and/or abatement, all requirements for performance shall resume as of that date and continue as per the provisions of this Agreement. If any moratorium and/or abatement lasts longer than six (6) months, then either Party shall have the right to terminate this Agreement, provided that if Seller so elects to terminate, Buyer may elect to waive any further tolling pursuant to this Section by written notice to Seller delivered within five (5) business days after receipt of Seller's notice of termination, in which case this Agreement shall remain in full force and effect. In the event of such termination, the Deposit shall be refunded to Buyer, and the Parties shall have no further obligation to each other except for those obligations that survive termination of this Agreement.

10.02 Condemnation; Casualty. In the event of destruction, material damage, or condemnation of all or any portion of the Property, Seller shall promptly notify Buyer in writing, unless such destruction or damage was caused by Buyer or Buyer's invitees onto the Property. Buyer may elect to terminate this Agreement in writing within ten (10) days of such notice from Seller. If this Agreement is terminated in accordance with this **Section 10.02**, the Deposit shall be immediately returned to Buyer and neither Party shall have any further rights, obligations, or liabilities under this Agreement, excepting those obligations that survive termination of this Agreement. If Buyer does not elect to terminate this Agreement and Buyer consummates its purchase of the affected portion of the Property, Seller shall assign to Buyer all of Seller's rights to any condemnation or insurance proceeds, and Buyer shall receive a credit towards the Purchase Price in the amount of any deductible and/or uninsured casualty paid by Buyer.

11. "AS IS" PHYSICAL CONDITION OF THE PROPERTY

11.01 "As Is" Condition. The Parties acknowledge and agree that prior to the Closing, Buyer shall have had the full opportunity to inspect the Property and, by proceeding to the Closing, shall have accepted the Property in its current "As Is" condition, except as otherwise expressly set forth in this Agreement. Buyer understands and agrees that, except as otherwise expressly set forth in this Agreement, the Property is sold in an As Is condition, without any warranty, express or implied. Except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties, express or implied, concerning the condition of the Property, the location of Property lines, the exact area of the Property, the condition of any improvements on the Property, or any environmental conditions affecting the Property.

11.02 Release. Except for the Excluded Claims (as defined below), effective as of Closing, Buyer hereby waives and releases Seller, its employees, elected officials, and officers of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines, or compensation that Buyer may otherwise have at any time against Seller arising out of or in connection with the known or unknown physical and environmental condition of the Property, it being agreed that Buyer shall acquire the Property in its "as is" condition as provided in **Section 11.01**. Notwithstanding anything to the contrary contained herein, the foregoing release and waiver shall expressly exclude any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines, or compensation whatsoever, direct or indirect, that Buyer may have at any time that arise from (a) a breach of Seller's representations, warranties or covenants set forth in this Agreement or any documents executed by Seller in connection with this Agreement, (b) the fraud, willful misconduct, or other tortious acts of Seller or any of Seller's employees, elected officials, officers, consultants, or contractors in relation to this Agreement, or

(c) personal injury, property damage or breach of contract that occurs prior to Closing and is not caused by Buyer (collectively, the “**Excluded Claims**”). At the Closing in connection with the matters released above, Buyer expressly waives the provisions of California Civil Code §1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

11.03 Survival. The provisions of this **Section 11** shall survive Closing and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

12. REPRESENTATIONS AND WARRANTIES OF SELLER

12.01 Seller’s Representations and Warranties.

(a) Seller hereby makes the following representations, warranties, and covenants which shall also be true as of the Closing:

(i) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder; and all required action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date. Neither this Agreement nor anything provided to be done under this Agreement violates or will violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it is bound. Seller has complied with all applicable laws, rules, and regulations with respect to the sale of the Property to the Buyer pursuant to this Agreement, including but not limited to California Government Code sections 54220–54234, and Title 2, Chapter 8 of the City’s Municipal Code, and implementing the Surplus Land Act Guidelines published by the California Department of Housing and Community Development and any ordinances, regulations, policies or requirements governing Seller. At a properly noticed public meeting, the City Council of the City of Oakley has approved this Agreement, which is binding on and enforceable against Seller in accordance with its terms.

(ii) The Seller’s Materials provided by Seller, or to which Seller has provided access to Buyer, are true and correct and complete copies and to Seller’s actual knowledge there are no other documents or instruments in the possession or control of Seller that would materially and adversely affect ownership and development of the Property with residences. There is no default by Seller under any Seller’s Materials or any other contracts, leases, agreements, easements, or any other documents or instruments relating to or affecting the Property.

(iii) Seller has not entered into, and has no knowledge of, any lease, sublease, contract, license, or other agreement or other rights of possession with respect to the occupancy or use of the Property. No party has any right of first refusal, option to purchase the Property or any portion thereof, or any similar right.

(iv) To Seller’s actual knowledge there are no pending or threatened actions, condemnation or similar proceeding or special assessment affecting the Property, or any part thereof, nor is any such proceeding or assessment contemplated by any

Governmental Agency or any other party or entity, or affecting the right, power or authority of Seller to enter into and perform this Agreement in accordance with its terms, or which question the validity or enforceability of this Agreement or of any action taken by Seller in accordance with this Agreement. The term “**Governmental Agency**” means the United States, the State of California, the County and City (if any) in which the Property is located, and any agency, department, commission, board, or bureau of instrumentality of any of them. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, or any other proceedings arising out of injury or damage to the Property or any portion thereof, Seller will notify Buyer of the pendency of such proceedings.

(v) Seller has not received written notice of any pending or threatened litigation, claim, action, proceeding, suit, condemnation, or arbitration before any court, tribunal or agency that materially and adversely affects the development of the Residences on the Property, prevents Seller’s performance hereunder or which would result in any unsatisfied lien, charge, encumbrance or judgment against any part of or any interest in the Property, and, to Seller’s actual knowledge, no such litigation, claim, action, proceeding, suit, condemnation, or arbitration exists.

(vi) Neither the Property, nor any portion thereof, is subject to any wetlands, endangered species or protected habitat, flora, or fauna.

(vii) To Seller’s actual knowledge, (A) Seller has complied with all applicable laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants and restrictions relating to the Property and every part thereof (collectively the “**Applicable Laws**”), including those promulgated or imposed by the FHA, the VA, and any other agency, department, commission, board, bureau, or instrumentality of any Governmental Agency, and (B) no violation, condition, or any action which with the passing of time or giving of notice would be deemed a violation of any Applicable Laws.

(viii) Except as disclosed in Seller’s Materials provided to Buyer, neither Seller nor, to Seller’s actual knowledge, any previous owner of the Property or any other person or entity has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, has any party ever alleged that any such activities have occurred. In addition, no use by Seller or to Seller’s actual knowledge any previous owner of the Property or any other person or entity, has occurred which violates or has been alleged by any party to violate any applicable Environmental Law, and the Property is not on any “**Superfund**” list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. “**Hazardous Substance**” means all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are included or regulated by any local, state, or Federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended (collectively, “**Environmental Laws**”). Hazardous Substance shall not include typical household

or commercial cleaning agents used in the regular cleaning of facilities located on the Property in accordance with all applicable Environmental Laws.

(b) If any of the representations or warranties by Seller contained in this Agreement becomes untrue or incorrect, Seller shall immediately notify Buyer thereof, and Seller shall use good faith efforts to make such representations or warranties true and correct on the Closing Date. If any of the representations or warranties contained in this Agreement are untrue or incorrect on the Closing Date, Buyer may (i) terminate this Agreement and receive a return of the Deposit; or (ii) elect to close notwithstanding the failure of such representation or warranty, in which event the Closing shall not be deemed a waiver by Buyer of the failure of such representation or warranty and Buyer may recover from Seller any actual damages sustained by Buyer, and this Agreement shall remain in full force and effect. Seller's representations, covenants and warranties set forth in this Agreement shall survive the Closing for a period of twelve (12) months, shall not merge into the Deed to be delivered at the Closing and are deemed to be material to Buyer's execution of this Agreement and Buyer's performance of its obligations hereunder.

13. REPRESENTATIONS AND WARRANTIES OF BUYER

13.01 Buyer's Representations and Warranties.

(a) Buyer hereby makes the following representations, warranties, and covenants which shall also be true as of the Closing:

(i) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite action has been taken by Buyer in connection with the entering into of this Agreement, in connection with the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby. This Agreement and all documents in connection herewith that are to be executed and delivered by Buyer have been or will be duly executed and delivered by Buyer.

(iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Buyer's execution and delivery of this Agreement and the consummation of the transactions contemplated hereby does not and will not result in a default (or an event which, with the giving of notice or the passage of time, would constitute a default) under, any instrument or obligation to which Buyer is a party or by which Buyer is bound, or violate any law, order, writ, injunction, or decree of any court or regulatory agency with jurisdiction over Buyer or require the consent, approval, waiver, or authorization of any third party.

(b) If any of the representatives or warranties by Buyer contained in this Agreement becomes untrue or incorrect, Buyer shall immediately notify Seller thereof, and Buyer shall use good faith efforts to make such representations or warranties true and correct on the Closing Date. If any of the representations or warranties contained in this Agreement are untrue

or incorrect on the Closing Date, Seller may (i) terminate this Agreement or (ii) elect to close notwithstanding the failure of such representation or warranty, in which event the Closing shall not be deemed a waiver by Seller of the failure of such representation or warranty and Seller may recover from Buyer any actual damages sustained by Seller, and this Agreement shall remain in full force and effect. Buyer's representations, covenants and warranties set forth in this Agreement shall survive the Closing for a period of twelve (12) months, shall not merge into the Deed to be delivered at the Closing and are deemed to be material to Seller's execution of this Agreement and Seller's performance of its obligations hereunder.

14. CONDITIONS PRECEDENT TO CLOSING

14.01 Buyer's Conditions Precedent. Buyer's obligation to close the purchase at the Closing is expressly conditioned upon the following conditions precedent, which conditions may be waived in writing by Buyer, in Buyer's sole discretion:

(a) The Title Company shall be unconditionally committed to issue to Buyer an ALTA Extended Coverage Title Insurance Policy (the "**Title Policy**") which shall: (i) be in the amount of the Purchase Price; (ii) insure fee simple title to the Property vested in Buyer; (iii) include a mechanics' lien endorsement as may be required by Buyer; and (iv) contain no exceptions other than the Permitted Exceptions.

(b) All of Seller's representations and warranties as set forth in this Agreement shall be true and correct as of the Closing.

(c) Seller shall have deposited with Escrow Holder the documents required to be deposited by Seller under the terms of this Agreement and shall not be in default in performing Seller's obligations under this Agreement.

(d) Seller shall have terminated any possessory rights of third parties with respect to the Property, and all lessees, tenants, and occupants of the Property, if any, must have vacated the Property so that sole and exclusive possession of the Property can be provided to Buyer at the Closing. There shall be no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

(e) All easements, rights-of-ways, licenses and other agreements required for Buyer's proposed development of the Property in accordance with the Entitlements have been obtained.

(f) No moratorium as described in **Section 10.01** shall have occurred.

(g) There shall not have occurred any material adverse change with respect to the Property from the condition existing as of the Effective Date.

(h) The Closing and the Adjacent Property Closing shall occur substantially concurrently such that Buyer acquires fee title to the Property and the Adjacent Property, and possession of the Property and the Adjacent Property is delivered to Buyer on the Closing Date.

(i) Seller shall have obtained a Conditional Letter of Map Revision from FEMA as required for development of the Property in a manner acceptable to Buyer in its reasonable discretion.

(j) Seller shall have modified the FC Permit No. 626-21 to cause it to be assignable or otherwise transferable to Buyer and effective at Closing in accordance with Section 7.04 above and in a manner acceptable to Buyer in its reasonable discretion.

(k) The City shall have approved any plans and/or permits as needed for the immediate import and placement of Soil Material, and the Soil Material Permit shall have been issued, provided that Buyer provided the applicable plans to the City on or before June 10, 2024.

(l) The term of the Tentative Map shall have been extended to expire no sooner than the date that is two (2) years after the existing Tentative Map expiration date, and the conditions of approval shall be modified in accordance with Section 7.05 above.

(m) Seller shall have caused the termination, release, and removal of the Oil and Gas Lease.

If any of the conditions precedent are neither satisfied nor waived by Buyer by the Closing Date, Buyer may, in addition to all other rights and remedies, (a) terminate this Agreement by giving a written notice of termination to Seller, and in such case the Deposit shall be returned to Buyer, and neither Party shall have any further rights, obligations or liabilities under this Agreement other than those that expressly survive termination of this Agreement or (b) continue with the Closing and waive such condition as to the Closing.

14.02 Seller's Conditions Precedent. Seller's obligation to close the purchase at the Closing is expressly conditioned upon the following conditions precedent, which conditions may be waived in writing by Seller, in Seller's sole discretion:

(a) Buyer's representations and warranties shown above are true as of the Closing.

(b) Buyer must not be in breach or default of any of its material obligations under this Agreement beyond any applicable notice and cure period.

15. NOTICE

Any notice authorized, required, or permitted to be given hereunder shall be addressed to the Party to be notified at the following address, or to such additional, alternate or updated addresses and persons as the Parties may designate by written notice to the other Party:

Seller: City of Oakley
3231 Main Street
Oakley, CA 94561
Attn: Joshua McMurray, City Manager
Telephone: 925-625-7025
Email: mcmurray@ci.oakley.ca.us

With a copy to: Brothers Smith LLP
2033 N. Main Street, Ste. 720
Walnut Creek, CA 94596
Attn: Mark V. Isola, Esq.
Telephone No.: 925-944-9700
Fax No.: 925-944-9701
Email: misola@brotherssmithlaw.com;
kferrando@brotherssmithlaw.com

Buyer: KB Home North Bay LLC
4830 Business Center Drive, Suite 150
Fairfield, CA 94534
Attention: Oren HersHKovich
Email: ohersHKovich@kbhome.com

With copies to: KB Home North Bay LLC
5000 Executive Parkway, Suite 125
San Ramon, CA 94583
Attention: Michael L. MacDonald, Esq.
Email: mmacdonald@kbhome.com

And

Sheppard Mullin Richter & Hampton LLP
501 West Broadway, 189th Floor
San Diego, CA 92101
Attn: David M. Hymer and Marko Valentine
Telephone No.: (619) 338-6500
Email: dhymer@sheppardmullin.com;
mvalentine@sheppardmullin.com

Escrow Holder: First American Title Company
4750 Willow Road, Suite 275
Pleasanton, CA 94588
Attn: Sarah Eads, Sr. Escrow Officer
E-mail: seads@firstam.com
Phone: (925) 201 -6606

Any notice delivered by United States mail, postage prepaid, certified mail or registered mail, return receipt requested, by hand delivery or sent by overnight courier shall be deemed received on the date of actual receipt or upon refusal of delivery. Notice given by e-mail shall be deemed received upon transmission unless notice of a failure of transmission is received by the sender. Any address for notice may be changed by ten (10) days prior written notice in the manner provided above.

16. MISCELLANEOUS PROVISIONS

16.01 Survival of Covenants. Any covenant or agreement in this Agreement which contemplates performance after the time of the Closing shall not be deemed to be merged into or waived by the instruments of the respective Closing, but shall expressly survive the Closing and be binding upon the Parties obligated thereby.

16.02 Successors and Assigns. The terms, provisions, warranties, representations, covenants, and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors, and assigns. Notwithstanding the foregoing, Seller shall not have the right to assign this Agreement without Buyer's prior written approval, but Buyer shall have the right to assign this Agreement, in whole or in part, without Seller's prior written approval to (i) any party or entity that: (a) is controlled by or is a subsidiary, directly or indirectly, of Buyer or of KB Home, Inc. ("**KB**"); (b) controls or is controlled by, directly or indirectly, Buyer or KB; (c) results from the merger or consolidation with Buyer or KB; (d) is taking such assignment for financing purposes only, with Buyer remaining responsible for the performance of the obligations under this Agreement (other than the payment of the Purchase Price); or (e) is a limited liability company in which Buyer is the managing member; or (ii) a third party for purposes of land banking or similar arrangement pursuant to which Buyer or its affiliate has the right or option to reacquire and develop the Property ("**Landbanker**"), provided that any such assignee assumes in writing all of the obligations of Buyer under this Agreement. Buyer shall not have the right to assign this Agreement to any other party or entity without Seller's prior written approval. Upon an assignment to a Landbanker, Buyer shall be released from its obligations hereunder.

16.03 Parties Cooperation; Additional Escrow Instructions. The Parties will each cooperate with each other, their employees, and agents to facilitate the purchase of the Property by Buyer under the terms and conditions in this Agreement. Buyer and Seller agree to execute any additional escrow instructions not inconsistent with the terms of this Agreement as shall be reasonably required by Escrow Holder. To the extent of any conflict between such additional escrow instructions and this Agreement, this Agreement shall control.

16.04 Governing Law. This Agreement shall be governed and interpreted under the laws of the State of California without regard to its conflict of law rules.

16.05 Section Headings. The section headings used in this Agreement are for reference and convenience purposes only, and shall not be used in the interpretation of this Agreement. Should there be any conflict between any such caption and the provision at the head of which it appears, the provision, and not the caption, shall control and govern in the construction of this Agreement.

16.06 Exhibits and Schedules. All exhibits and schedules attached hereto are incorporated in this Agreement by reference and made a part of this Agreement.

16.07 No Waiver of Future Performance. Failure of Buyer or Seller to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or

conditions of this Agreement or to exercise any right or privilege in this Agreement conferred shall not be construed as a waiver of any such covenant or condition.

16.08 Integration; Amendment in Writing. This Agreement contains the entire agreement between the Parties relating to the Property, and neither Party shall be bound by any oral statement or oral or written agreement made prior to or contemporaneous with this Agreement and not included within this Agreement. This Agreement cannot be amended except by written agreement executed by the Parties.

16.09 Survival of Representations. All of the representations, warranties, covenants, and agreements made by Seller and by Buyer shall survive the Closing and shall not be merged therein for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns.

16.10 Attorney's Fees. In the event of any legal proceeding arising out of or relating to this Agreement, including the judicial proceeding arising out of or relating to this Agreement, the prevailing Party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorneys' fees and expenses (including expert witness fees, accounting and engineering fees, and any other professional fees) arising from the proceeding. Attorneys' fees under this Section shall include attorneys' fees related to the following proceedings: (1) any appeal, (2) any bankruptcy proceedings related to this Agreement, (3) mediations; (4) judicial reference proceedings or arbitrations; (5) post-judgment motions and collection actions; and (6) garnishment, levy and debtor examinations. A Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expense incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. The obligations described in this **Section 16.10** shall survive the Closing and any termination of this Agreement.

16.11 No Partnership or Joint Venture. Nothing contained in this Agreement is intended to create, nor shall it ever be construed to make, Seller and Buyer partners or joint venturers.

16.12 Consent. Any consent requested or required by one Party under the terms of the Agreement shall not be unreasonably withheld or delayed by the other Party hereto unless expressly stated in this Agreement to be at the sole and absolute discretion of such Party, in which case such Party shall have sole and absolute discretion to withhold or delay such consent.

16.13 Severability. The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby. Notwithstanding the foregoing, the remainder of this Agreement shall not be deemed to remain in effect if there is a material failure of consideration as a result of the severance of any provision of this Agreement.

16.14 Effective Date. The phrase “**date of this Agreement**”, or “**effective date of this Agreement**”, or “**Effective Date**” as used in this Agreement, means the later date of the following: (a) the City Council of Seller takes all necessary action to approve and authorize the execution of this Agreement or (b) Buyer’s signature on this Agreement. Seller will promptly notify Buyer of the approval of the Agreement by the City Council of Seller (“**Seller Approval Notice**”) and within three (3) business days thereafter will deliver an executed copy of the Agreement to Buyer. This Agreement shall not be deemed effective or binding on either Party until executed by both Parties.

16.15 Dates for Performance; Force Majeure. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for in this Agreement not fall on a business day, such date shall be extended to the next succeeding business day. As used herein, “**business day**” means any day other than the following: a Saturday, a Sunday, a federal or California state holiday. Whenever any action, notice, approval or disapproval must be given to Escrow Holder and Escrow Holder’s office is closed on the last day for taking such action, then the Parties shall have until 5:00 p.m. on the first following day Escrow Holder’s office is open to take such action. In the event of delay due to Force Majeure, the time periods and deadlines for the giving of any notice, the performance of any act, or the beginning or end of any period (including the Feasibility Period, the Closing Date, and the Outside Closing Date) shall be extended for the period that a Party is delayed as a result of such Force Majeure event; provided, however, the Party claiming delay must provide written notice to the other Party within ten (10) days after obtaining actual knowledge of such delay.

16.16 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, if any Party uses facsimile-transmitted signed documents, or signed documents which have been electronically scanned and transmitted by email, Escrow Holder and the other Party are authorized to rely upon such documents as if they bore original signatures. The Parties acknowledge and agree that execution of the Notice of Suitability by an authorized officer and execution of this Agreement or any amendment to this Agreement by an authorized officer may be accomplished by electronic signature utilizing DocuSign or any similar technology.

16.17 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement. Buyer and Seller acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. In this Agreement, the masculine, feminine or neuter gender, the singular or plural number shall be deemed to include the other whenever the context so requires, and “shall” and “agrees” are mandatory, and “may” is permissive. The Parties acknowledge, understand and agree that their respective agents and representatives executing this Agreement on behalf of each of the Parties are learned and conversant in the English language, and that the English language shall control the construction, enforcement, governance, interpretation and performance of this Agreement.

16.18 No Third Party Beneficiaries. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained, this Agreement and any conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the above mentioned Parties, persons and entities, and for the benefit of no other person.

Signatures Appear on the Following Page

EXECUTED by the Parties hereto in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

SELLER:

THE CITY OF OAKLEY, a California
municipal corporation

By: _____
Name: _____
Title: _____

Date of Execution: _____

APPROVED AS TO FORM:

BUYER:

KB HOME NORTH BAY LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____

ACKNOWLEDGEMENT OF ESCROW HOLDER:

First American Title Company

By: _____
Sarah Eads, Senior Escrow Officer

Date of Receipt: _____

EXHIBITS:

EXHIBIT A:	Legal Description of the Property
EXHIBIT A-1	Affordable Lots
EXHIBIT B:	Memorandum of Agreement
EXHIBIT C:	Grant Deed
EXHIBIT D:	General Assignment
EXHIBIT E:	Finished Lot Condition

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Oakley, County of Contra Costa, State of California, described as follows:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO BRUCE R. BURROUGHS AND BARBARA M. BURROUGHS, TRUSTEES OF THE B & B BURROUGHS REVOCABLE TRUST UNDER INSTRUMENT DATED JUNE 16, 1994, BY DEED RECORDED JANUARY 26, 1995, IN SERIES NO. 95-13407 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE MID-SECTION LINE OF SAID SECTION 29, NORTH 89°15'39" WEST 210.32 FEET;

THENCE, LEAVING SAID MID-SECTION LINE, NORTH 00°44'21" EAST 30.00 FEET TO A POINT ON THE NORTHERN LINE OF CYPRESS ROAD AND TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHERN LINE, NORTH 89°15'39" WEST 1856.90 FEET;

THENCE, LEAVING SAID NORTHERN LINE, NORTH 00°44'21" EAST 1124.07 FEET TO A POINT ON THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL LAND GRANTED TO CONTRA COSTA WATER DISTRICT BY DEED RECORDED MARCH 9, 1940, IN BOOK 539 OF OFFICIAL RECORDS AT PAGE 218, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, ALONG SAID SOUTHWESTERN LINE, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 62°13'01" EAST 1616.42 FEET,
- 2) ALONG THE ARC OF A TANGENT 470.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°22'00", AN ARC DISTANCE OF 150.66 FEET, AND
- 3) SOUTH 43°51'01" EAST 421.92 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM:

1. AN UNDIVIDED 16/33 INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBONS AS RESERVED IN THE DEED FROM ERNEST C. BURROUGHS AND MARY LOO BURROUGHS RECORDED MAY 21, 1984, BOOK 11798, PAGE 982, SUBJECT TO THE INTEREST DESCRIBED IN THE MINERAL POOLING AGREEMENT RECORDED APRIL 27, 1964, BOOK 4604, PAGE 338.

THE INTEREST IN AND TO THE SURFACE OF THE LAND AND TO A DEPTH OF 500 FEET THEREUNDER HAS BEEN RELINQUISHED BY GRANT DEED (SURFACE RIGHTS) RECORDED OCTOBER 31, 2003 AS INSTRUMENT NO. 2003-540677 OF OFFICIAL RECORDS.

2. RIGHTS GRANTED IN THE DEED TO ERNEST C. AND MARY LOO BURROUGHS, TRUSTEES OF THE BURROUGHS REVOCABLE TRUST, UNDER AGREEMENT DATED NOVEMBER 16, 1982 RECORDED AUGUST 22, 2003 AS INSTRUMENT NO. 2003-418732 OF OFFICIAL RECORDS AS FOLLOWS:

AN UNDIVIDED 16/33 INTEREST IN ALL OIL, GAS, MINERALS AND HYDROCARBONS, SUBJECT TO THE

INTEREST DESCRIBED IN THE MINERAL POOLING AGREEMENT RECORDED SEPTEMBER 28, 1962, BOOK 4212, PAGE 144 AND AMENDED MINERAL POOLING AGREEMENT RECORDED APRIL 27, 1964, BOOK 4604, PAGE 338, OFFICIAL RECORDS.

THE INTEREST IN AND TO THE SURFACE OF THE LAND AND TO A DEPTH OF 500 FEET THEREUNDER HAS BEEN RELINQUISHED BY GRANT DEED (SURFACE RIGHTS) RECORDED OCTOBER 31, 2003 AS INSTRUMENT NO. 2003-540677 OF OFFICIAL RECORDS.

3. MINERAL RIGHTS AS DESCRIBED AND GRANTED IN THE GRANT DEED EXECUTED BY ERNEST C. BURROUGHS, ET AL, TO ERNEST C. BURROUGHS, ET AL RECORDED OCTOBER 31, 2003 AS INSTRUMENT NO. 2003-0540678 OFFICIAL RECORDS.

APN: 032-081-025-2

EXHIBIT A-1
DESCRIPTION OF AFFORDABLE LOTS

EXHIBIT B

Memorandum of Agreement

WHEN RECORDED MAIL TO:

KB Home North Bay LLC
4830 Business Center Drive, STE 150
Fairfield, CA 94534
Attention:

Above space for recorder's use

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT (“**Memorandum**”) is made as of the date of recordation hereof, between THE CITY OF OAKLEY, a California municipal corporation (“**Seller**”), and KB HOME NORTH BAY LLC, a Delaware limited liability company (“**Buyer**”), who agree as follows:

RECITALS

A. Seller is the owner of the real property located in the City of Oakley (the “**City**”), Contra Costa County (the “**County**”), California, as more particularly described in **Exhibit 1** (“**Property**”).

B. Seller and Buyer have entered into that certain Purchase and Sale Agreement (“**Agreement**”) with respect to the sale of the Property, upon and subject to the provisions and conditions set forth in the Agreement. The Agreement is incorporated in this Memorandum by this reference.

C. Seller and Buyer desire to execute this Memorandum and cause the same to be recorded in the Official Records for the purpose of memorializing the Agreement and to provide third parties with notice of the Agreement.

AGREEMENT

1. Pursuant to the Agreement and this Memorandum, Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Agreement, as the same may be amended from time to time. Pursuant to the Agreement, Seller may not knowingly place or allow any additional deed of trust, lien, encumbrance or other exception to title to the Property.

2. This Memorandum is being recorded to provide notice to any and all subsequent interests in the Property of the rights and obligations of the parties to the Agreement and is not intended to modify or change the provisions of the Agreement. To the extent of any inconsistency

between the Agreement and this Memorandum, the Agreement shall control. This Memorandum shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.

3. Upon the recordation of a grant deed executed and acknowledged by Seller that conveys all or a portion of the Property to Buyer, this Memorandum shall automatically terminate with respect to such portion of the Property (but shall remain in effect with respect to any portion of the Property that has not been conveyed to Buyer).

4. This Memorandum may be executed in one or more counterparts, of each which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SELLER:

THE CITY OF OAKLEY, a California municipal corporation

By: _____
Name: _____
Title: _____

BUYER:

KB HOME NORTH BAY LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT 1
to the Memorandum of Agreement
Legal Description of the Property

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

State of California)
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT C
GRANT DEED

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL
THIS GRANT DEED AND ALL
TAX STATEMENTS TO:

KB HOME NORTH BAY LLC
4830 Business Center Drive, STE 150
Fairfield, CA 94534
Attn:

(Above Space for Recorder's Use Only)

APN:

GRANT DEED

The undersigned grantor declares:

Documentary transfer tax is \$ _____

(X) computed on full value of property conveyed, or

() computed on full value, less value of liens and encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF OAKLEY, a California municipal corporation ("Grantor"), hereby GRANTS to KB HOME NORTH BAY LLC, a Delaware limited liability company, the following described real property (the "Property") located in the City of Oakley, Contra Costa County, State of California:

SEE EXHIBIT "1" ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE

Signature Appears on the Following Page

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the
____ day of _____, _____.

GRANTOR:

THE CITY OF OAKLEY, a California municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT “1” to GRANT DEED

Legal Description of the Property

[To be attached]

EXHIBIT D

General Assignment

THIS GENERAL ASSIGNMENT AGREEMENT (“**Assignment**”), is made as of the _____ day of _____, _____, by and between THE CITY OF OAKLEY, a California municipal corporation (“**Assignor**”) and KB HOME NORTH BAY LLC, a Delaware limited liability company (“**Assignee**”).

W I T N E S S E T H:

Assignor has sold to Assignee the real property in the City of Oakley, California, as are more particularly described in **Schedule 1** attached hereto (“**Property**”). Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s rights, privileges and easements appurtenant to the Property (the “**Appurtenances**”), and all improvements thereon (the “**Improvements**”). The Property, the Appurtenances and the Improvements are hereinafter referred to collectively as the “**Real Property**.” The Real Property is being conveyed by Assignor to Assignee pursuant to a grant deed (“**Grant Deed**”) of or about even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee any and all of Assignor’s right, title, interest, benefits and privileges that Assignor possesses in and to the following (collectively, the “**Rights**”):

(a) All contract rights, warranties, guaranties and licenses which benefit the Real Property;

(b) all contractual and statutory indemnities and warranties received by Assignor from third parties relating to the Property, including utility and other service providers, engineers, architects, consultants, contractors and subcontractors, and the associated rights and remedies, including indemnification rights, under any contract Assignor may have with any engineers, architects, consultants, contractors, and subcontractors for claims related to the Property;

(c) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Real Property;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Property, rights, licenses, permits and any prepaid impact fees attributed to the Property that relate to all or any of the Real Property; and

(e) All general intangibles relating to the development or use of the Real Property, including, without limitation, all names under which or by which the Real Property or

any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, all trademarks and goodwill in any way relating to the Real Property and all plans, designs and specifications relating to the design of the residences and other improvements planned to be constructed on the Property.

2. Assignor hereby represents and warrants to Assignee that, effective as of the date of recordation of the Grant Deed, (i) Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor's right, title or interest in or to any of the Rights to any party other than Assignee and (ii) Assignor owns the Rights free and clear from any and all liens, encumbrances and security interests.

3. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives.

4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

5. This Assignment shall be governed by, interpreted under, and enforced and construed in accordance with the laws of the State of California.

6. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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

ASSIGNOR:

THE CITY OF OAKLEY, a California municipal corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

KB HOME NORTH BAY LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

SCHEDULE 1

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT E
Finished Lot Condition

The term “Finished Lot” shall refer to a lot that has all:

(A) grading completed in accordance with approved grading plans, including the complete installation of any retaining walls (with backfill and drainage) necessary to create the building pad, with the pad certified by a civil engineer licensed in good standing in the State with respect to elevation, with an elevation tolerance to one-tenth (.1) foot accuracy vertically and one-half (.5) foot accuracy horizontally of the grade set forth in the rough grading plans approved by the City or County, as applicable, at the tops and toes of slopes, and by a soils engineer licensed and in good standing in the State with respect to compaction,

(B) water services installed and stubbed to the lot behind the curb, with water meter boxes set to grade, lids (traffic-rated boxes and lids shall be installed if water meter boxes are to be encased in concrete driveway aprons), meter setters, curb stops, and under-sidewalk water sleeves; as well as all sewer services installed and stubbed to the lot one-and-a-half (1.5) foot behind the property line with ‘S’ markings on curb to indicate the location of sewer laterals,

(C) gas, electricity, telephone, and cable television conduits installed and stubbed to the lot line behind the curb/sidewalk and capable of being energized/ pressurized/ connected for immediate service upon completion of the residence on the lot (all PG&E house service reimbursements shall be returned to the party who initially paid the costs attributable to such reimbursable items),

(D) storm drain, water system, sewer system, curb, gutter, sidewalk, joint trench and street pavement for public access and frontage improvements constructed and installed for the entire tract in which the lot is located,

(E) street signs and striping installed, curbs painted red as shown in the signage and striping plans, street monuments installed and certified by the surveyor licensed and in good standing in the State, and street lights installed, numbered and energized,

(F) all community and street monumentation installed, all retaining walls installed around utility boxes and/or along property line(s) as may be required by the plans approved by the City and/or utility companies, all perimeter walls, gates and/or fencing installed (excluding Lot fences), all site perimeter, street frontage or median landscaping and irrigation systems required by the improvement plans and City specifications installed (except landscaping and irrigation contained entirely within the Lots) and all common areas and other amenities completed and accepted by the applicable Agency and/or homeowners’ association,

(G) park area, open space and other public amenities required by the conditions of approval to the tentative and final maps or applicable Agencies that are necessary for construction and occupancy of residential units.

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E., Public Works Director & City Engineer
SUBJECT: Adopt a Resolution Approving the Agreement with McDonald's USA, LLC (APN 035-510-006) for "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 09-20 McDonald's Restaurant Project Located at 1060 Laurel Plaza and Authorizing the City Manager to Execute the Agreement

Approved and
Forwarded to the
City Council

Background and Analysis

The installation of the Permanent Stormwater Pollution Prevention Measures (BMP's) for the DR 09-20 McDonald's Restaurant project will be constructed with the improvements associated with the project. The City's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the permanent BMP's by the respective property owners. The "Stormwater Management Facility Operation and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations and inspection obligation under the City's Ordinance and the approved plans.

Under the Contra Costa Countywide National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit, projects "deemed complete" after February 15, 2005, are to comply with the provisions of the Permit. The City adopted an Ordinance, as required by the Permit, to enable this activity within the City of Oakley. A requirement of the permit is that each property implement stormwater treatment devices, fund the perpetual maintenance of those devices, and enter into an agreement with the City stating that the property owner will maintain the devices, grant a right of entry to City staff for inspections, and agree to pay the cost of City inspections.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There is no fiscal impact associated with the agreement since all inspection, operations, and maintenance costs are the responsibility of the property owners.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 09-20 McDonald's Restaurant Project located at 1060 Laurel Road and authorize the City Manager to sign the agreement on behalf of the City.



Attachments

- 1) Resolution
- 2) “Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry” for DR 09-20 McDonald’s Restaurant Project



RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA APPROVING THE AGREEMENT WITH MCDONALD'S USA, LLC (APN 035-510-006) FOR "STORMWATER MANAGEMENT FACILITY OPERATIONS AND MAINTENANCE AGREEMENT AND RIGHT OF ENTRY" FOR DR 09-20 MCDONALD'S RESTAURANT PROJECT LOCATED AT 1060 LAUREL ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the Permanent Stormwater Pollution Prevention Measures installed for the McDonald's Restaurant project; and

WHEREAS, the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved plans; and

WHEREAS, the installation of the Permanent Stormwater Pollution Prevention Measures for the McDonald's Restaurant project will be consistent with the approved improvement plans; and

WHEREAS, McDonald's USA, LLC, the current owner of the parcel described in Exhibit A, desires to execute the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry"; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for the McDonald's Restaurant project in the form attached hereto as Exhibit A and authorizes the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 23rd of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

Anissa Williams, Mayor

Libby Vreonis, City Clerk

Date

04/29/2021

Recording Requested By:
CITY OF OAKLEY

Return to: **CITY OF OAKLEY**
City Clerk
3231 Main Street
Oakley, CA 94561

Document Title

CITY OF OAKLEY

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITY OPERATIONS
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY
(Single Parcel)**

PROJECT: McDonald's (Laurel Plaza) 1060 Laurel Road

OWNERS NAMES: McDonald's USA, LLC

ASSESSOR'S PARCEL NUMBER: 035-510-006

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this 23rd day of April, 2024, by and between McDonald's USA, LLC (hereinafter referred to as "Property Owner") and The City of Oakley, a municipal corporation ("City").

The following terms used in this Agreement shall have the meanings specified below:

DEFINITIONS

Maintain: The term "**Maintain**" or "**Maintained**" shall mean taking all actions reasonably necessary to keep the Stormwater Facility in first class operation, condition and repair, which actions include but are not limited to regular inspections, painting, cleaning, maintenance, refinishing, repairing, replacing and reconstructing the Stormwater Facility, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping. The term shall also include the routine maintenance, and the annual inspection and reporting described in the Stormwater Control Operation and Maintenance Plan, and the payment of any applicable City fees.

NPDES Permit: The term "**NPDES Permit**" shall mean the San Francisco Bay Regional Water Quality Control Board's National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0029912 (issued to the City of Oakley) as amended, and as may be superseded by subsequent NPDES permits that are reissued from time to time.

Ordinance: The term "**Ordinance**" shall mean Chapter 11 of Title 6 of the City of Oakley Municipal Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Property Owner: The term "**Property Owner**" and "**Property Owners**" shall mean McDonald's USA, LLC and all heirs, successors, executors, administrators and assigns of ownership in the Property, it being the intent of the parties hereto that the obligations undertaken in this Agreement, as provided in Civil Code section 1468, run with the Property described in Exhibit A and constitute a lien against the Property.

Property: The term "**Property**" shall mean that certain real property located at 1060 Laurel Road, and more particularly described in Exhibit A which is attached hereto and hereby incorporated herein by reference.

Plan: The term "**Plan**" or "**Operation and Maintenance Plan**" means the City-approved Stormwater Control Operation and Maintenance Plan prepared by Cre States Group and approved by the City Engineer in writing, which may be subsequently modified from time to time with City Engineer's written approval.

Stormwater Facility: The term "**Stormwater Facility**" means the permanent stormwater management facilities located and constructed on the Property.

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A.** The Property Owner is the owner of the real property more particularly described on the attached Exhibit A.
- B.** The City is the owner of Laurel Road and its storm drains that are adjacent to the Property, and the City is required to ensure that stormwater run-off from the Property into its storm drains meets the requirements of its NPDES Permit.
- C.** To meet its obligations under its NPDES Permit the City has required the Property Owner to construct the Stormwater Facility on the Property.
- D.** To meet its obligations under its NPDES Permit the City has approved the Property Owner's Operation and Maintenance Plan for the Stormwater Facility.
- E.** To meet its obligations under its NPDES Permit the City's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facility constructed on the Property.
- F.** The Plan includes an annual inspection and reporting requirement for the Stormwater Facility constructed on the Property.
- G.** This Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance, the City's NPDES Permit and the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: No portion of the Stormwater Facility may be altered, in any way, by the Property Owner without the prior written consent of the City Engineer of the City of Oakley. The Property Owner shall Maintain the Stormwater Facility in first class operating condition, and in compliance with all applicable state, county and city laws and regulations. Applicable regulations include, but are not limited to, the City-approved Stormwater Control Operation and Maintenance Plan, and the provisions of the Ordinance, as they may be amended from time to time.

The Property Owner shall engage a landscape contractor or other licensed contractor to Maintain the Stormwater Facility. The City Engineer, in her or his sole absolute discretion, may approve an alternate method for the maintenance of the Stormwater Facility. The City Engineer, also in her or his sole

absolute discretion, may revoke the approval of a previously approved alternate method for the maintenance of the Stormwater Facility.

SECTION 2

Inspection by Property Owner: The Property Owner shall cause its contractor to conduct annual inspections during the month of September of each year. The annual inspection report shall include completion of the checklist described in the approved Operation and Maintenance Plan. The Property Owner or its contractor must submit the inspection report to the City Engineer within 30 days after the annual inspection. A Management and/or Inspection fee established in the City's standard fee schedule shall accompany the annual inspection report.

SECTION 3

Right of Entry and Stormwater Facility Inspection by the City: The Property Owner hereby grants permission to the City, its authorized agents and employees, and Ironhouse Sanitary District, the East Contra Costa Fire Protection District, County Environmental Health Department, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board to enter the portion of the Property where the Stormwater Facility is located, and to inspect the Stormwater Facility whenever any of the forgoing entities deems necessary to enforce provisions of the City's Ordinance. These entities may enter the premises at any reasonable time to inspect the Stormwater Facility's maintenance and operation, to inspect and copy records related to compliance with stormwater regulations, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry.

SECTION 4

Failure to Perform Required Stormwater Facility Repairs or Maintenance by the Property Owner: If the Property Owner or its successors fails to Maintain the Stormwater Facility in good working order and in accordance with the approved Plan and the City's Ordinance, the City, with prior notice, may enter the Property to return the Stormwater Facility to good working order. The City is under no obligation to Maintain or repair the Stormwater Facility, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section takes any action to return the Stormwater Facility to good working order, the Property Owner shall reimburse the City for all the costs incurred by the City, including administrative costs. The City will provide the Property Owner with an itemized invoice of the City's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the City may secure a lien against the real property of the Property Owner in the amount of such costs. In addition the City may make the cost of abatement of the nuisance caused by the failure to Maintain the Stormwater Facility a special assessment against the Property that may be collected at the same time and in the same manner as ordinary municipal taxes are collected as provided in Government Code section 38773.5. This Section 4 does not prohibit the City from pursuing other legal recourse against the Property Owner.

SECTION 5

penalties or fines which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence or maintenance of the Stormwater Facility by the Property Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 or 4.

SECTION 6

Successors and Assigns: The covenants of the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the Property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), for the benefit of Laurel Road ~~Street~~ and its storm drains and each and every part thereof and said covenants shall inure to the benefit of and be enforceable by the City, its successors and assigns in ownership of each and every part of the Street and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

Recommended for approval:

City of Oakley:

City Engineer, Kevin Rohani

City Manager, Joshua McMurray

Reviewed by:

Attest:

City Attorney, Derek Cole

City Clerk, Libby Vreonis

Property Owners:



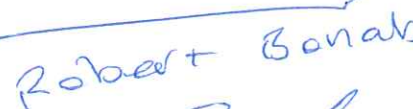
ANDREW SANCHEZ

Owner's Name, McDonald's USA, LLC

Owner's Name

Attachments: Acknowledgements
Exhibit A

Please See the Attached
California Notary Form


Robert Bonab

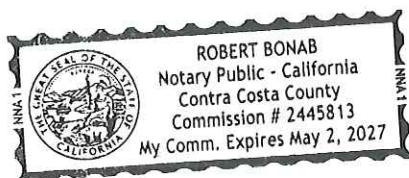


11-28-2023

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

State of California
County of Contra Costa

On 11-28-2023, before me, Robert Bonab, Notary Public, personally appeared Andrew J. Sanchez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

[Signature]
Signature of Notary Public

EXHIBIT A
Legal description



EXHIBIT "A"
LOT 5

REAL PROPERTY in the City of Oakley, County of Contra Costa, State of California, being all of Lot 5 as shown on that map of Subdivision 9188 filed for record on October 7, 2008, in Book 508 of Maps, Page 24, in the Official Records of Contra Costa County, described as follows:

BEGINNING at the southeasterly corner of said Lot 5;
Thence North $89^{\circ}23'02''$ West, 299.72 feet;
Thence North $01^{\circ}01'36''$ East, 123.16 feet;
Thence northerly, along a non-tangent curve to the right, having a radius of 315.00 feet, whose center bears South $80^{\circ}15'58''$ East, through a central angle of $24^{\circ}49'07''$ for an arc length of 136.45 feet;
Thence South $88^{\circ}58'24''$ East, 47.93 feet;
Thence North $01^{\circ}01'36''$ East, 32.95 feet;
Thence South $88^{\circ}58'24''$ East, 73.00 feet;
Thence South $01^{\circ}01'36''$ West, 32.95 feet;
Thence South $88^{\circ}58'24''$ East, 130.01 feet;
Thence South $01^{\circ}01'36''$ West, 247.32 feet, to the POINT OF BEGINNING.

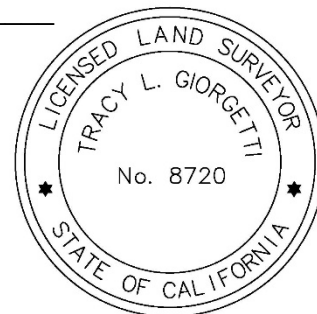
Containing 1.71 acres, more or less.

END OF DESCRIPTION

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 4-12-24


Tracy L. Giorgetti, LS 8720



DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E., Public Works Director & City Engineer
SUBJECT: Adopt a Resolution Approving the Agreement with McDonald's USA, LLC for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for DR 09-20 McDonald's Restaurant Project Located at 1060 Laurel Road and Authorizing the City Manager for Execute the Agreement

Approved and
Forwarded to the
City Council

Background and Analysis

On April 11, 2024, the City Council adopted Resolution 44-23 approving the McDonald's Restaurant project Design Review (DR 09-20) that is located at 1060 Laurel Road (APN 035-510-006). The project will be a quick service restaurant with dine-in and drive-through service.

Condition 20 of the Conditions of Approval require the project to submit and install landscaping, including planting and irrigation within the project right-of-way.

Condition 58 of the Conditions of Approval requires the property owner(s) to enter into an agreement with the City for the maintenance of landscaping within the public right-of-way at the owner's expense.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community and Economic Development Goals.

Fiscal Impact

There is no fiscal impact associated with the agreement since all inspection, operations, and maintenance costs are the responsibility of the property owner.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for DR 09-20 McDonald's Restaurant Project and authorizing the City Manager to sign the agreement on behalf of the City.



Attachments

1. Resolution
2. Vicinity Map
3. "Agreement for Property Owner for Provision of Landscaping in the Public Right of Way" for DR 09-20 McDonald's Restaurant Project located at 1060 Laurel Plaza



RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH MCDONALD'S USA, LLC (APN 035-510-006) FOR "AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL" FOR DR 09-20 MCDONALD'S RESTAURANT PROJECT LOCATED AT 1060 LAUREL ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, on April 11, 2024, the City Council adopted Resolution 44-23 approving the McDonald's Restaurant project Design Review (DR 09-20) with Conditions of Approval and Conditional Use Permit (CUP 03-20) for the property located at 1060 Laurel Road (APN 035-510-006); and

WHEREAS, Condition of Approval No. 58 sets the requirement for the property owners to execute this agreement to maintain right of way landscaping adjacent to the site at the owner's expense; and

WHEREAS, execution of this agreement will satisfy the requirements of Condition of Approval No. 58; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way Pursuant to Conditions of Approval" for the McDonald's Restaurant project in the form attached hereto as Exhibit A and authorize the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 23rd of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

Anissa Williams, Mayor

Libby Vreonis, City Clerk

Date



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

City of Oakley
3231 Main Street
Oakley, CA 9461
Record without fee subject to
Government Code 6103

APN 035-510-006

Space above this line for Recorder's Use

**AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN
THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL**

McDonald's (Laurel Plaza) at 1060 Laurel Road

THIS AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL (this "Landscaping Agreement") is dated as of April 23rd, 2024 and evidences the agreement by and between (i) McDonald's USA, LLC (the "Property Owner"), as the owner of certain property located on 1060 Laurel Road, California and Assessor's Parcel Number 035-510-006 within the City of Oakley, County of Contra Costa, which property that is the subject of this Landscaping Agreement (the "Property") and (ii) the CITY OF OAKLEY, a municipal corporation and general law city of the State of California (the "City").

**THE PROPERTY OWNER AS THE OWNER OF THE PROPERTY AND THE CITY
HEREBY AGREE AS FOLLOWS:**

Section 1. Obligations of Property Owner:

(a) This Landscaping Agreement is entered into between the parties pursuant to maintenance of the required landscaping per Condition of Approval No. 58 of Resolution 44-23 of those certain land use entitlements as described in Resolution No. 44-23 of the Oakley City Council, and other applicable law, for the purpose of providing for the private maintenance and operation of certain landscaping within agreed upon areas of the public right of way. Exhibit "A" as attached hereto and incorporated herein illustrates the Property and the areas of the public right of way that are the subject of this Landscaping Agreement which are intended to be maintained by the Property Owner (the "Property Owner Landscaping Areas").

(b) Property Owner shall comply with the requirements of this Landscaping Agreement, including the landscape maintenance requirements described in Section 2. Upon a default by the Property Owner of any material obligation incurred pursuant to this Landscaping Agreement or termination of this Landscaping Agreement by the City, the Property Owner shall be obligated to reimburse City for costs incurred by the City for the default of the Property Owner as to the Property Owner Maintenance Areas. Such reimbursement to the City shall be in an amount to fully reimburse the City for all costs incurred by the City resulting from the default by the Property Owner including the costs of the annual maintenance and servicing of the landscaping and administration and collection of reimbursement during the City fiscal year in which the default occurs and in each subsequent City fiscal year. Such costs shall be considered a debt to the City and shall constitute a lien or, in the alternative, a special assessment against the Property.

Section 2. Landscape Maintenance.

The Property Owner shall be required to perform landscape maintenance and servicing within the Property Owner Landscaping Areas. As used herein, the words "maintenance and servicing" mean and refer to the furnishing of services and materials for the ordinary and usual maintenance, operation of the landscaping including providing for the growth, health, cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury, the removal of trimmings, rubbish, debris and other solid waste and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti and costs reasonably incidental thereto.

Section 3. Default by Owner; Termination by City.

The City shall have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or the furnishing of services described in Section 2 above within the Property Owner Maintenance Areas or any portion thereof following at least thirty (30) days' prior written notice from the City Engineer to the Property Owner ordering the Property Owner to perform the maintenance or furnishing of the services described in such notice as required by this Landscaping Agreement. Upon the expiration of such 30-day notice and cure period, in the event the Property Owner has not cured the default, the City Engineer shall have the right at any time thereafter to terminate this Landscaping Agreement effective upon the receipt of notice of termination by the Property Owner (as provided in Section 5(b) herein). The City Engineer shall also have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or furnishing of the services described in Section 2 within the Property Owner Maintenance Areas or any portion thereof which results in a hazardous safety situation in the professional opinion of the City Engineer, following at least 48 hours prior written notice to the Property Owner to completely cure said hazardous safety situation, and the Property Owner has failed to so completely cure (or to have commenced such cure with diligent efforts to cure) upon the expiration of such 48-hour notice and cure period. Any termination of this Landscaping Agreement may be appealed by the Property Owner to the City Manager, who shall be presented with the facts and circumstances of any alleged default together with any recommendations for the termination of this Landscaping Agreement. Upon the termination of this Landscaping Agreement by the City Engineer, the City shall thereupon undertake the regular periodic landscape maintenance and seek collection of the annual landscape maintenance amount against the Property in the same manner described above in Section 1(b).

Section 4. Reserved.

Section 5. Notices and Communications Between the Parties.

(a) Any and all notices, demands or communications submitted by either party to another party pursuant to or as required by this Landscaping Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, or transmitted by FAX and confirmed by the sender by First Class United States Mail postage prepaid or by personal delivery and in each case, addressed to the principal office of the parties, as applicable, as designated below.

To City:

Public Works Director
3231 Main Street
Oakley, CA 94561

To Property Owner:
McDonald's USA
2999 Oak Road, Suite 900
Walnut Creek, CA 94597

(b) Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate as provided in this Section. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender on the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, the date sent by FAX and confirmed by First Class United States Mail or two (2) calendar days after it is placed in the United States Mail or personal delivery as heretofore provided.

(c) Either party may change its address for notice by giving written notice of such change to the other party not less than ten (10) days prior to the effective date of such address change. If a party has not provided an address for notice, any other party may deliver notice to such party at the address shown as the address for the owner of the property in question in the county tax records.

Section 6. Acceptance of Assessment Lien.

The Property Owner for itself and its successors and assigns hereby acknowledges and consents to the collection of any special assessments as may hereafter be assessed by the City under either Section 1(b) or Section 3, at the same time and in the same manner as County of Contra Costa general property taxes are collected against real property and all the laws providing for the collection and enforcement of County of Contra Costa property taxes shall apply to the collection and enforcement of any such assessments. Nothing shall prevent the City from accelerating the foreclosure of any assessment lien and independently pursuing judicial remedies for the enforcement of any assessment lien in the manner as may be available to the City pursuant to the Municipal Code or other applicable California law.

Section 7. Term of Agreement.

This Landscaping Agreement shall remain in full force and effect unless terminated as permitted in this Landscaping Agreement.

Section 8. City Confirmation.

On request from time-to-time of the Property Owner, the City Engineer shall confirm in writing, addressed as requested by the Property Owner, the existence of this Landscaping Agreement and the existence or non-existence of any defaults hereunder then known to the City Engineer.

Section 9. Non-discrimination.

In performing this Landscaping Agreement, Property Owner shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

Section 10. Entire Agreement Amendment and Termination.

This Maintenance Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. The terms of this Landscaping Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Landscaping Agreement. This Landscaping Agreement may be amended or terminated only by written agreement, signed by the parties in interest at the time of such amendment or termination, except as also provided in Section 3, regarding termination.

Section 11. Attorneys' Fees.

In the event that litigation is brought by any party in connection with this Landscaping Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary and expenses of the City Attorney and members of his or her office in connection with that action, shall be considered as "attorneys' fees" for the purposes of this Landscaping Agreement.

Section 12. Governing Law.

This Landscaping Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Landscaping Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California.

Section 13. Indemnification and Hold Harmless.

Property Owner shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorneys' fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not limited to, all civil claims or workers' compensation claims, arising out of or in any way connected with the acts, errors or omissions of Property Owner, its employees, agents or subcontractors in the performance of this Landscaping Agreement.

Section 14. No Third Party Beneficiary Rights.

This Landscaping Agreement is entered into for the sole benefit of City and Property Owner and no other parties are intended to be direct or incidental beneficiaries of this Landscaping Agreement and no third party shall have any right in, under or to this Landscaping Agreement.

Section 15. Headings.

Paragraphs and subparagraph headings contained in this Landscaping Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Landscaping Agreement.

Section 16. Construction.

The parties have participated jointly in the negotiation and drafting of this Landscaping Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Landscaping Agreement, this Landscaping Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Landscaping Agreement.

Section 17. Waiver.

The delay or failure of either party at any time to require performance or compliance by the other of party of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Landscaping Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

Section 18. Severability.

Every provision of this Landscaping Agreement is and shall be construed to be a separate and independent covenant. Without limiting the generality of the foregoing, if any provision of this Landscaping Agreement is found to be invalid or unenforceable for any reason, then the remainder of this Landscaping Agreement shall not be affected and shall be enforced to the extent permitted by law and the parties shall negotiate in good faith for such amendments to this Landscaping Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

Section 19. Counterparts.

This Landscaping Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

Section 20. Corporate Authority.

The persons executing this Landscaping Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Landscaping Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Landscaping Agreement.

Section 21. Covenant running with the Land.

The provisions of this Landscaping Agreement shall run with the Property and any portion thereof or interest therein, and shall be binding upon and inure to the benefit of all persons having or acquiring any interest in the Property or any portion thereof, and their respective successive owners and assigns.

Section 22. Recording.

The City Clerk shall cause a copy of this Landscaping Agreement to be recorded with the Office of the County Recorder of Contra Costa County, California, within ten days following the execution of this Landscaping Agreement.

Section 23. Consent.

[Lender] on behalf of itself and certain other lenders (collectively, the "Lenders"), will consent to this Landscaping Agreement and the rights created hereunder and will subordinate all liens and security interests against the Property securing any and all indebtedness owed to Lenders, to this Landscaping Agreement and to all rights created hereunder as evidenced by the Consent and Subordination attached hereto.

[Signatures Follow On Next Page]

**AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN
THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL**

CITY OF OAKLEY

OWNER

Joshua McMurray, City Manager



ANDREW SANCHEZ
_____, Property Owner

ATTEST:

Libby Vreonis, City Clerk

APPROVED AS TO FORM:

Derek P. Cole, City Attorney

Please See the Attached
California Notary Form

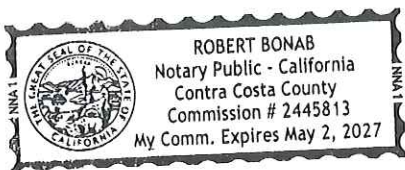

Robert Bonab

11-28-2023

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

State of California
County of Contra Costa

On 11-28-2025, before me, Robert Bonab (R.B.), Notary Public, personally appeared Andrew J. Sanchez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

[Acknowledgement]

[Exhibit A]



EXHIBIT "A"
LOT 5

REAL PROPERTY in the City of Oakley, County of Contra Costa, State of California, being all of Lot 5 as shown on that map of Subdivision 9188 filed for record on October 7, 2008, in Book 508 of Maps, Page 24, in the Official Records of Contra Costa County, described as follows:

BEGINNING at the southeasterly corner of said Lot 5;
Thence North $89^{\circ}23'02''$ West, 299.72 feet;
Thence North $01^{\circ}01'36''$ East, 123.16 feet;
Thence northerly, along a non-tangent curve to the right, having a radius of 315.00 feet, whose center bears South $80^{\circ}15'58''$ East, through a central angle of $24^{\circ}49'07''$ for an arc length of 136.45 feet;
Thence South $88^{\circ}58'24''$ East, 47.93 feet;
Thence North $01^{\circ}01'36''$ East, 32.95 feet;
Thence South $88^{\circ}58'24''$ East, 73.00 feet;
Thence South $01^{\circ}01'36''$ West, 32.95 feet;
Thence South $88^{\circ}58'24''$ East, 130.01 feet;
Thence South $01^{\circ}01'36''$ West, 247.32 feet, to the POINT OF BEGINNING.

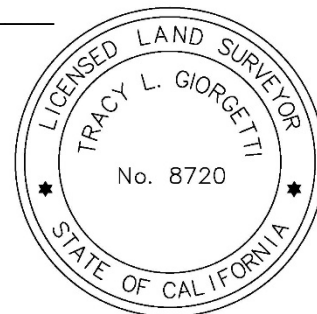
Containing 1.71 acres, more or less.

END OF DESCRIPTION

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 4-12-24


Tracy L. Giorgetti, LS 8720



DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Daneille Navarro, Assistant City Manager
SUBJECT: Approve the City of Oakley Website Design, Hosting, Implementation & Maintenance Support Services Request for Proposal (RFP) and Authorize the Release of the RFP

Approved and
Forwarded to the
City Council

Background and Analysis

The City website was redesigned around 2015 and the information, functionality and design are outdated and inefficient, and site navigation is difficult. The Oakley Information Technology Division has drafted a Request for Proposal (RFP) to solicit proposals from qualified vendors for the development of a modern and user-friendly website that will provide digital government services and community engagement as well as future maintenance support services.

The new website hosting platform will be required to be compatible with the City's existing software and registration programs. The RFP requires a well-designed website for easy user navigation, compliance with the Americans with Disabilities Act, and multi-language translation for an overall positive experience.

Consistency with the Oakley Strategic Plan 27+

The update of the City website will complete the Oakley Strategic Plan 27+ Community and Collaborative Partnerships Goal's Sub-subobjective: Modernize website to be user friendly, transparent, functional, and reflective of the City's vision.

Fiscal Impact

There is no fiscal impact to the City to issue the RFP. Staff will review all proposals and present at a subsequent meeting to request the Council to award a contract.

Staff Recommendation

Staff recommends the City Council approve the Request for Proposal and authorize staff to release the document to solicit proposals.

Attachments

1. Request for Proposal (RFP)



REQUEST FOR PROPOSALS WEBSITE DESIGN, IMPLEMENTATION, HOSTING & MAINTENANCE SUPPORT SERVICES

Introduction

The City of Oakley, California (City) is requesting proposals for website design, implementation, hosting, and maintenance support services. Information and requirements for submitting a proposal are included in this request for proposal (RFP).

Background and Context

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.

The City of Oakley was incorporated in 1999 and is in Contra Costa County. The City is a “general law” city and is governed by the Council-Manager form of government. The five-member council is elected based on districts and the Mayor is selected annually by a vote of the City Council.

The City provides the following services: administration, finance, information technology, planning and community development, public works and engineering, police, and recreation.

The City website was redesigned around 2015, and is a WordPress based site with several other programs integrated, including Code Publishing, Government Outreach, Civic Rec, and more.

The City of Oakley seeks the bid of a vendor that can accomplish all the functionality identified in this RFP. Qualified applicants must be equipped to integrate additional programs/technologies as outlined in this document for services currently provided by other vendors.

Project Intent

The intent for this project is to accomplish the below tasks:

- ☐ Evaluate the current website and provide a transition plan to replace the existing City website (www.ci.oakley.ca.us) with a new website (www.oakleyca.gov) including a Content Management System (CMS).

- ☐ Conversion, installation, training, ongoing support, and integration of other City-owned projects and department websites into the new website.
- ☐ Replace the current City website with one that offers advanced technology for government organizations.
- ☐ Develop a customized, modern website that includes a 100% responsive design so it can be displayed on devices of all sizes and integrates social media technology to engage and inform the community.
- ☐ Provide a well-designed, easy to use website that provides a positive user experience.
- ☐ An intuitive system for content creation, workflow for approvals and publishing to the website.
- ☐ Redesign of the architecture of the City website.
- ☐ Replace the existing CMS software.
- ☐ Ensure functionality with currently integrated programs and the newly selected ERP software.
- ☐ Integrate new branding that is recognizable and utilizes the City's logo, fonts and color pallet.
- ☐ Ensure compliance with Americans with Disabilities Act (ADA) and accessibility consistent with federal, state, and local requirements.
- ☐ Capability of the website to translate into various languages.
- ☐ Recover existing key documents from current website and install into new website.
- ☐ Assist the City with the transition of content from the current website to the new website.
- ☐ Provide all hosting and security services for the new website.
- ☐ DNS for "oakleyca.gov" to be hosted by the City of Oakley – Subdomains will be made available to vendor for publishing pre-prod/prod/backup websites.
- ☐ Provide training to existing staff members who will serve as administrators.

Deadline for proposals

The deadline for submittal of proposals is 5:00 p.m. on May 24, 2024.

The proposal must be mailed, or hand delivered to the address listed below no later than the deadline. All proposals must be sealed and clearly marked "Website Design Services." Proposals delivered or post-marked after the posted deadline will not be considered for selection.

Project Goals

The City has determined that its existing website is outdated and inefficient. The design of the website is also outdated, and site navigation is difficult.

Scope of Services

The proposed services must include installation, configuration, start-up services, migration of content, training of City staff on use and maintenance of system, as well as

ongoing technical and service support. The selected bidder will also provide customer configuration and programming services as needed to ensure minimum functional requirements set forth in the RFP.

Part I - Creation of the redesigned website platform

- Cloud based computing resources.
- Management software for a third-party hosted and redesigned website including content management software, conversion, installation, training, and ongoing support.

Part II - Design and Implementation

- Kick-off meeting with City staff.
- Weekly meetings with staff during the design process.
- Bi-weekly meetings during the implementation process with additional meetings to be scheduled as needed.
- City staff will approve the designs. Vendor will develop a minimum of two examples of the homepage, and two examples of a subsection of the website using the approved design.
- Staff will review the examples and suggest changes, and after further review provide approval for design completion.
- Staff will coordinate with the vendor to publish a pilot website to City stakeholders, to generate feedback for improvement.
- Staff and the vendor will work together to determine what feedback to incorporate into the design before final acceptance.
- The vendor will make the agreed upon modifications and provide the final redesigned website to the City for acceptance. The City will review the website for accuracy, navigation, completeness, and adherence to the agreed upon design.
- Vendor will transfer or archive any reusable content from the existing website to the new website and perform any formatting that must be done to load the content to the new site in a fully usable and consistent manner.
- Vendor shall identify any City staff time required in migrating existing content.
- City approves the website (with modification if necessary) and the vendor places the website into production.
- The City wishes to retain the existing domain name, however would also like to purchase a new domain name.

Part III - Training

- A minimum of four trainings will be required.
- The selected vendor will provide department training to web authors (approximately 10) to use the content management module for updates and provide training for website administrators.

Part IV - Website Launch

- The selected vendor will provide a recommendation on the launch timeframe including a soft launch with a minimum of one week soft launch before the official launch.
- The selected vendor will provide technical support during the soft launch, and for the first four weeks from launch with weekly check-in calls to address any issues.

Part V - Hosting Requirements

- Responsiveness of the website: website responsiveness should adhere to industry standards and apply to mobile and tablet devices.

Proposal Format

Proposal submissions should contain a thorough description and analysis of the following information presented in the order below.

1. Cover Letter
 - Include the name and address of the organization submitting the Proposal and the name, address and phone number and email address of the contact person who will be authorized to make representations for the organization. The cover letter shall clearly identify the project the Vendor is proposing.
2. Executive Summary
3. Project Team
 - Description of the team assigned to this project and their roles. It is expected that once the project begins, the team will remain in place. If the team is not available for the duration of the project, please include a statement regarding the length of the commitment.
 - Organizational Chart that includes the team members assigned to this project and their roles.
 - A brief biography of the team members and their experience working on municipal websites.
 - Identify if any subcontractors will be used and their role in the project.
4. Experience and Qualifications
 - A general description of the services provided by the vendor and sub-vendors.
 - A list of projects completed by the firm and team members proposed for this project that best exemplifies the work requested.
 - Vendor/sub-vendor samples for similar projects
5. Scope of Work
 - A narrative describing the approach and work plan, including any studies for the work.
 - If additional services are required for successful implementation, please include those in the proposals with an explanation of all additional services

- offered and indicate if pricing is ongoing or one-time and pricing terms and frequency.
- Any suggestions vendor believes would be valuable to include in this re-design and any suggestions for clarifying the scope of work.
 - Provide an estimated timeline and schedule for completion of the project.
 - A signed copy of any addendum to this RFP shall be included in the proposal.
6. Budget Estimate
- A detailed budget estimate in a matrix form including hourly rates and time commitments for all team members and sub-vendors by task for the project.
 - Indicate the hourly rates that would be applied to any change orders or additional requests.
 - Indicate whether each pricing component is one-time or ongoing.
 - Include payment terms and frequency.
 - Denote any proposed tasks that are optional.
 - Include similar information for any sub-contractors/sub-vendors.
 - Provide sample billing invoice.
 - Provide an estimate of travel expenses if any.
7. Project Schedule
- Include the timeframe for completion of tasks, including milestone dates for primary deliverables.
 - Include discussion of where the project timeline is susceptible to delay if any assumptions are not met.
 - The project schedule should include the dates and how often meetings with City staff will occur.
8. Customer Service
- Customer Assistance: support hours, phone, web-based SLA response time, etc.
 - Escalation Process: Procedure or process for escalating support issues.
 - Emergency Situations: Procedure or process for emergency situations including after-hours support.
 - System Failures: Please describe the process for dealing with failure of the system.
9. Contract Requirements
- Proof of Insurance: The City will require minimum insurance coverage. The City reserves the right to request additional insurance coverage and amounts.
10. Reliability
- Resiliency: Include information pertaining to a website uptime.
 - Website should adhere to OWASP standard for Security.
 - CMS, Modules and HTML Code should be patched on a regular basis and reports delivered or made available on the frequency and status of said patches or updates.
 - HTML 5 Code should be primary, no JavaScript, .NET or open-source modules.
 - Vulnerabilities identified for platform components should be patched within 72 hours and City Contact made aware of those activities.
 - All contact information including email address, phone number, titles and City staff names should be obfuscated from Web Crawlers & Code sniffing.

- No email should be included in the Website Hosting package; no ancillary services should be installed on hosting packages that are not actively in use.
- Include detailed information on the types of backups along with frequency of backups and detailed information on version control. Historical logs for reviewing changes made, file locking permissions and archiving content.
- Describe internet connectivity and resiliency used at the hosting site.
- Describe any DDoS mitigation capabilities.

Questions and Requests for Clarification

All questions and requests for clarification shall be made in writing and sent via email to Danielle Navarro, Assistant City Manager, at navarro@ci.oakley.ca.us no later than 5:00 p.m. on May 9, 2024.

Addenda

The City will answer all questions and requests for clarification in the form of an addendum that will be published on the City's website www.ci.oakley.ca.us. It is the responsibility of the vendor to check for any issued addenda before submitting a response.

Submission and Deadlines

Submissions must be received by 5:00 p.m. on May 24, 2024. Submittals not received on or before the deadline stated above will not be accepted (no exceptions). Proposals submitted in response to this RFP shall be valid for 180 days from the submittal due date. The City reserves the right to request follow-up information or clarification from vendors in consideration. Vendor is responsible to ensure delivery by the date and time included.

Email Submittal (Required)

Submit one electronic file (.pdf preferred) via email to Danielle Navarro, Assistant City Manager, at navarro@ci.oakley.ca.us. Indicate in the subject line "RFP – Website Redesign – [Vendor Name]." The City will only accept attachments up to 10MB. The vendor will receive confirmation of receipt of the proposal.

Hardcopy submittal (Optional)

Submit one (1) hardcopy proposal in a sealed envelope and mailed to: Danielle Navarro, Assistant City Manager, City of Oakley, 3231 Main Street, Oakley, CA 94561. Clearly mark the submittal envelope with the "RFP- Website Redesign" and vendor's name.

Evaluation Criteria & Contract Award

Responses to this RFP will help the City identify the most qualified vendor and will be indicative of the level of the vendor's commitment. The City will evaluate the qualifications, references, overall fit with the City, as well as take into consideration the proposed scope

and pricing submitted to determine the most qualified website vendor. A selection committee will review all proposals received as a part of a documented evaluation process. The City will evaluate proposals according to the following criteria:

1. Responses to the City's functional requirements
2. Price and quality of the proposed software solution, training, and implementation services plan; and price and quality of the proposed ongoing software maintenance/support services.
3. Experience, demonstrated performance and financial viability of the proposers firm, including experience in public sector and similar organizations.
4. Compatibility with City's technical architecture, and standards
5. Strategy and responses to technical requirements.
6. Quality, clarity and responsiveness of the proposal in conformance with instructions.

The City has established a proposal review team to evaluate proposers based on the response to the RFP and the City evaluation criteria set forth above. Scoring criteria, review, and calculations methodology to be created by the City and the City maintains full discretion regarding the evaluation process. The ultimate consultant selection will be based upon both technical and merit and cost competitiveness. The cost to the City for performing the work shall be important, but not an overriding consideration. Subsequent to selection of a successful proposer, the City will draw up an agreement reflecting the terms and conditions of the proposal plus the City's standard liability and insurance requirements. The City reserves the right to conduct interviews with prospective consultants to clarify any issues or obtain additional information, as necessary.

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Paul Beard, Chief of Police
SUBJECT: Annual Report of Military Equipment Usage- 2023

Approved and Forwarded to the
City Council

Background and Analysis

On January 1, 2022, AB 481, which governs the funding, acquisition, and use of military equipment by law enforcement agencies in the state of California, became effective. AB 481 specifically requires all law enforcement agencies in California to obtain the approval of their respective governing bodies before funding, acquiring, or using equipment now defined under AB 481 as “military equipment.” The Oakley Police Department adheres to AB 481 via Oakley Police Policy 707.

AB481 requires, on an annual basis, the police department to seek and obtain City Council approval for future acquisition and funding of new military equipment and provide City Council and the public, a report outlining how the military equipment was used, to ensure the police department is adhering to our policy and the city ordinance.

An annual report has been prepared to share with the City Council, and the general public. The annual report summarizes the military equipment used by the Oakley Police Department, the inventory of military equipment owned by the Oakley Police Department, purchases of military equipment by the Oakley Police Department and training events using military equipment. The annual report also reports any community concerns regarding military equipment, any critical incidents where military equipment was used and any projected purchases of military equipment.

Within 30 days of submitting and publicly releasing the annual military equipment report, the law enforcement agency must hold “at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report” and the funding/use of equipment. This community engagement meeting is scheduled for May 16, 2024 at the City of Oakley City Hall Council Chambers, 3231 Main Street, Oakley, Ca. 94561. The meeting will start at 6:00PM.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health & Safety Goal.



Fiscal Impact

The total fiscal impact, during 2023, on the City of Oakley to purchase military equipment, and supportive items is as follows:

• DJI Mavic 3 Thermal drone	\$5,748
• Two Mavic Mini 3 Pro drones (\$909 ea.)	\$1,818
• 5,000 rounds of 5.56x45mm 64 grain SP ammunition	\$4,070
o TOTAL	\$11,636

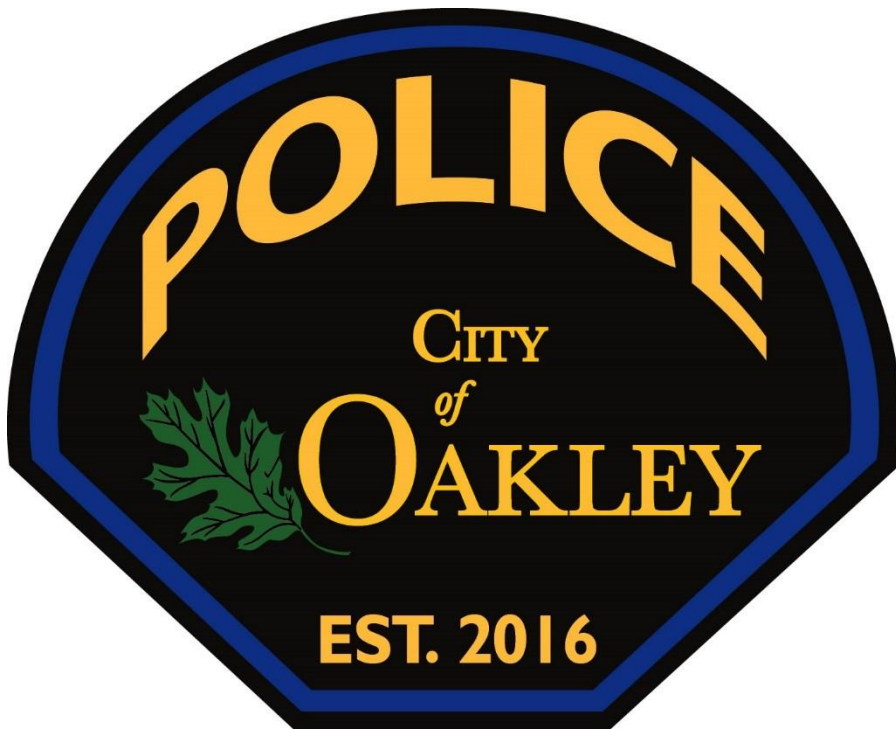
Staff Recommendation

The Oakley City Council should provide comments and input to staff on the 2023 Annual Military Equipment Report.

Attachments

1. Oakley Police Department 2023 Annual Military Equipment Report
2. Oakley Police Department Policies regarding Military Equipment





**OAKLEY POLICE
DEPARTMENT**

**2023 ANNUAL
MILITARY
EQUIPMENT
REPORT**

CHIEF PAUL BEARD

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INTRODUCTION

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as Chapter 12.8 of the California Government Code) requiring law enforcement agencies such as the Oakley Police Department to have a military use policy approved by the City Council prior to requesting, seeking funding, acquiring, or using military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets Specified standards.

On August 9, 2022, the City of Oakley City Council approved Ordinance 10-22, which approved Oakley Police Department Policy #707: Military Equipment.

As required by Assembly Bill 481 and the Ordinance, annually the Oakley Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy, and Annual Report, and determine whether the Department's use of military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy or repeal the Ordinance.

As set forth in the Policy, the Oakley Police Department retains and employs limited military equipment to safeguard its community. Oakley Police Officers, certified instructional staff, and specialized units receive training throughout the year on the use of military equipment approved under the Policy.

This Annual Report outlines the Oakley Police Department's military equipment inventory and usage, community complaints over use of military equipment, and internal audits from January 1, 2023 through December 31, 2023. The Oakley Police Department will submit its Military Equipment Annual Report to City Council after December 31st of every year in compliance with AB 481.

DEFINITIONS

Definitions of Military Equipment established by California Government Code §7070. The Oakley Police Department utilizes a limited number of the resources listed (**bolded and underlined** below):

Military equipment includes but is not limited to the following types of equipment:

- **Unmanned, remotely piloted, powered aerial or ground vehicles**

- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
- Tracked armored vehicles that provide ballistic protection to their occupants
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
- Weaponized aircraft, vessels, or vehicles or any kind
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition

- **Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code §30510 and Penal Code §30515, with the exception of standard-issue firearms**

➤ **^^^This section relates to our patrol rifles^^^**

- Any firearm or firearm accessory that is designed to launch explosive projectiles
- Noise-flash diversionary devices and explosive breaching tools

- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray
- Taser Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs)
- **Kinetic energy weapons and munitions (e.g. 40MM launcher, bean bag shotgun, foam tipped projectiles)**
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

SUMMARY OF OAKLEY POLICE MILITARY EQUIPMENT

Overview:

In regards to the usage of military equipment, as defined by the California Penal Code, the Oakley Police Department currently only uses patrol rifles (Penal Code 30510 & 30515), 40mm launchers, unmanned aerial vehicles (UAV's) and the support equipment associated with each one of these items.

Specialized Firearms and Ammunition

Authorized Use:

Only members that are POST certified are authorized to use a rifle or 40mm launcher.

Purpose:

Rifles are to be used to address threats with more precision and/or greater distances than a handgun. The rifles have a great degree of accuracy over longer distances than handguns. The rifles are used in tactical and higher risk situations. The use of rifles is considered deadly force.

40mm launchers can fire several forms of less lethal munitions. The Oakley Police Department only uses the Defense Technologies Exact Impact, kinetic energy round. The Defense Technologies Exact Impact, kinetic energy round is a high speed, lightweight projectile consisting of a plastic body and a crushable foam nose. It is designed to be used against aggressive and non-compliant people at distances between 5-40 yards.

Training:

Prior to the use of the specialized firearms listed within this section, all officers must be certified by POST instructors in the maintenance and operation of such firearms.

Legal and Procedural Rules:

Use of specialized firearms and ammunition is established under Oakley Police policies #300, #303, #306, and #707. It is the policy of this Department to utilize specialized firearms only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

CURRENT INVENTORY OF SPECIALIZED FIREARMS AND AMMUNITION:

Oakley Police Department inventory of patrol rifles, chambered in .223/5.56x45mm

Our rifles are equipped with flashlights, electronic sighting systems and collapsible stocks. The costs associated with all of this support equipment is factored in below:

RIFLES	QUANTITY	COST
COLT AR-15	16	\$41,664 (\$2,604 ea.)
SIG 516 (AR-15 style)	15	\$39,060 (\$2,604 ea.)
BUSHMASTER AR-15	1	\$2,604 (\$2,604 ea.)

40mm launchers

Firearms that are capable of firing less lethal 40mm projectiles.

LAUNCHER	TYPE	QUANTITY	COST
LEWIS, MACHINE & TOOL CO.	Single round capacity	5	\$5,500 (\$1,100 ea.)
DEFENSE TECHNOLOGIES	Multiple round capacity	2	\$4,200 (\$2,100 ea.)

Ammunition

BRAND	CALIBER	TYPE	QUANTITY	COST
Winchester	5.56x45mm	55 gr. FMJ	24,000	\$10,560
Winchester	5.56x45mm	64 gr. SP	9,000	\$6,930
Defense Technologies	40mm	Exact Impact Kinetic Energy Munition	27	\$620

Expected Life Span:

Colt rifles- 15 years

SIG rifles- 15 years

Bushmaster Rifle- 15 years

Lewis, Machine & Tool 40mm launchers- 15+ years

Defense Technology 40mm launchers- 15 + years

Winchester 5.56x45mm 55 grain FMJ ammunition- No expiration

Winchester 223 Remington 64 grain SP ammunition – No expiration

Defense Technology 40mm Direct Impact Kinetic Munition- 5 years

Fiscal Impact:

Annual maintenance is approximately \$50 for each rifle.

Unmanned Aerial Vehicles

Description, quantity, capabilities, and purchase cost:

The Unmanned Aerial Vehicle (UAV) is a battery powered, remote operated flying device capable of live feeding, and recording, video and audio files. Flight time of approximately 30-45 minutes per battery, depending on weather and flight conditions.

UAV inventory

MAKE	MODEL	QUANTITY	AGE	ESTIMATED LIFESPAN	COST
DJI	Mavic Enterprise Dual	1	4 Years	5 Years	\$2,700
DJI	Mavic 3 Thermal	1	<1 Year	5 Years	\$5,748
DJI	Mavic Mini 3 Pro	2	<1 Year	5 Years	\$1,818 (\$909 ea.)

Purpose:

To be deployed when its technological advantages view would assist officers or incident commanders with the following situations, which include but are not limited to:

- Major collision investigations
- Emergency Life Threatening Situations
- Search for missing persons
- Natural disaster management
- Crime scene photography
- SWAT, tactical or other public safety and life preservation missions.
- In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

Authorized Use:

Only assigned operators who have completed the required training shall be permitted to operate Oakley Police Department's UAV's approved missions.

Fiscal Impact:

Annual maintenance cost of approximately \$0-\$1,500.

Training:

All Department UAV operators are licensed by the Federal Aviation Administration for UAV operation. UAV operators train monthly in the use of the UAV's.

Legal and Procedural Rules:

Use is established under the FAA Regulation 14 CFR Part 107.

Equipment Purchase and Training Use

2023 Purchases

Military Equipment	Quantity	Cost	Date of Purchase
Winchester 5.56x45mm 64 gr. SP ammunition	5,000 rounds	\$4,070	3/22/23

2023 Training/ Military Equipment Utilized

Training	Military Equipment	Quantity	Date
Basic patrol rifle course	Patrol rifle	2,000 rounds	January 11-12, 2023
Basic patrol rifle course	Patrol rifle	2,000 rounds	January 25-26, 2023
Drone training	Drones	2 hours	August 31, 2023
Drone training	Drones	2 hours	September 27, 2023
Annual rifle training	Patrol rifle	1,623 rounds	October 12, 2023
Annual rifle training	Patrol rifle	2,095 rounds	October 13, 2023
Drone training	Drones	2 hours	November 1, 2023
Basic patrol rifle course	Patrol rifle	1,000 rounds	November 14-15, 2023
Drone training	Drones	2 hours	November 29, 2023
Basic patrol rifle course	Patrol rifle	1,000 rounds	November 29-30, 2023

2023 Critical Incident/ Military Equipment Utilized

DATE	MILITARY EQUIPMENT	INCIDENT
April 15, 2023	Drone	Barricaded person- Walnut Meadows Drive
May 23, 2023	Drone	Suspicious subject- Rutherford Lane
September 6, 2023	Drone	Search for Domestic Battery suspect (located)- Gamay Circle

Community Concerns and Complaints

In some instances, the possession and use of military equipment may cause questions and/or concerns for members of the community. It is vitally important that community members' questions and/or complaints regarding Oakley Police Department's possession and use of military equipment are addressed.

The Oakley Police Department is committed to full and fair investigations of community complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of community complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

In June of 2022, the Oakley Police Department published its Military Equipment policy on its website. Community concerns and complaints can be made via the Department's tipline- opdtips@ci.oakley.ca.us, in-person at the police department or in the field during police contacts, telephone, emails and social media.

2022 Community Concerns, Complaints & PD Internal Investigations Related to Military Equipment Use

Community Concerns	Complaints	PD Internal Investigations
0	0	0

Internal Inventory & Audit of Military Equipment

Per Oakley Police Department policy 707.3 (c) the Department's military equipment coordinator, designated as the Operations Division Commander, is required to complete an internal inventory of all military equipment within the possession of the Department at least once annually. An audit of the inventory and use of military equipment was completed on April 15, 2024 by the Operations Division Commander and staff.

This audit focused on the use of military equipment during critical incidents involving Department personnel. The audit confirmed that Department personnel were found to be in compliance with Policy #707 in the use of military equipment. All current military equipment inventory was found to be in good shape and working order.

Projected Military Equipment Acquisition (2024)

For 2024 (January- December), the Oakley Police Department projects the purchase of additional Military Equipment to consist of SIG 516 (AR-15 style), or Mil-Spec equivalent semi-automatic rifles, 5.56x45mm ammunition and Defense Technologies 40mm Exact Impact munitions. For clarification the rifles that were ordered in 2023 were never delivered due to a backlog, so we are carrying that purchasing decision over to 2024.

The Oakley Police Department staffing has grown significantly. By July 2024 it is expected the Oakley Police Department will have 42 sworn officers from the Chief down to the most junior officer. The purchase of the additional semi-automatic rifles is necessary to make sure every sworn officer has a rifle assigned to him/her.

The semi-automatic rifles are equipped with electronic red dot sighting systems. Red dot sighting systems tend to make target acquisition easier allowing the individual officers to be more proficient when operating the rifle.

The reason we do not use “pool” rifles (smaller number of rifles used by several officers) is because due to each officer has unique and individual human anatomy. Pool rifles cannot be relied upon to be correctly sighted/aligned for every officer. In order to make sure the rifles, and the sighting systems, are properly “fitted” to each individual officer we need to assign each officer with his/her own unique rifle.

The estimated purchase price of nine (9) new rifles is \$23,436.00. That pricing includes all of the supporting equipment that is needed for a rifle (holographic sights, flashlights, slings, pouches etc...)

I anticipate spending approximately \$6,675 on .223 (5.56x45mm) ammunition in 2024. The breakdown of that anticipated ammunition consists of:

- 12,000 rounds of training ammunition
 - OPD will increase their training days this year and will expend more training ammunition than in previous years
- 1,000 rounds of duty ammunition

I further anticipate spending approximately \$673 on Defense Technologies 40mm Exact Impact munitions (25 rounds).

Anticipated 2024 Military Equipment Acquisitions

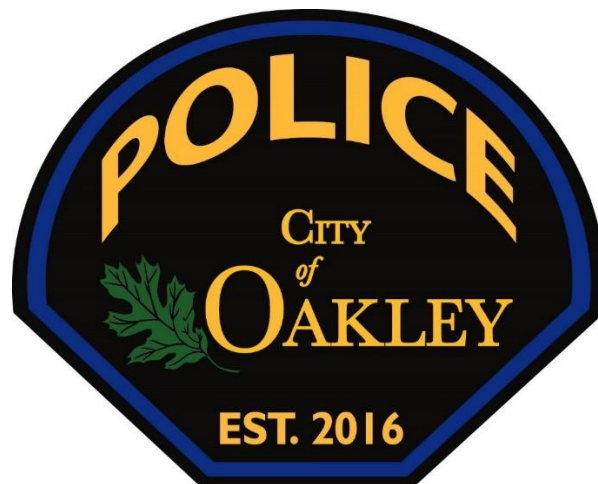
Military Equipment	Projected Purchase Quantity	Projected Purchase Price
SIG/or Mil-Spec Equivalent semi-automatic rifles, chambered in 5.56x45mm	9	\$23,436
Winchester .223 (5.56x45mm) 69 gr. BTHP ammunition	1,000 rounds	\$987
Winchester .223 (5.56x45mm) 55 gr. FMJ ammunition	12,000 rounds	\$5,688
Defense Technologies 40mm Exact Impact Munition	25 rounds	\$673

Anticipated “retirement” of Military Equipment

The Oakley Police Department has been deploying several rifles that were assigned to the Oakley Police Department when the City of Oakley contracted police services with the Contra Costa County Office of the Sheriff. Those rifles were brought online between 2004-2009. It was my intent to replace those rifles during FY2024-2025. With the delay of the purchase of new rifles those rifles will now be “retired” in FY2025-2026. Those rifles number approximately six (6).

Conclusion

This Annual Military Equipment Report reaffirms the Oakley Police Department’s commitment to providing transparency and information to our communities and elected officials in addition to ensuring compliance with California State law. The equipment, resources, and training outlined in this report allow Oakley Police Officers to better serve and protect Oakley, enhance the safety of officers and the community and bring critical incidents to a safe resolution.



Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Oakley Police Department

Policies

Military Equipment

707.2 POLICY

It is the policy of the Oakley Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Oakley Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department, this list is not meant to imply the Oakley Police Department owns/uses each type of the following equipment, but the Oakley Police Department may take into possession any of the listed types of equipment as certain needs arise and by authority of the Chief of Police:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.

Military Equipment

- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Military Equipment

707.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

707.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

DATE: April 23, 2024
TO: Joshua McMurray, City Manager
FROM: Derek Cole, City Attorney
SUBJECT: An Ordinance of the City Council of the City of Oakley Amending Section 2.1.010 of the Oakley Municipal Code Concerning the Use of Social Media by Members of the City Council

Approved and
Forwarded to the
City Council

Background and Analysis

At the previous City Council meeting, the Council received a report regarding the adoption of a social media policy for City Council members. In response to the direction provided at the conclusion of this report, a proposed ordinance is attached.

As previously explained, the social media policy under consideration is one that would apply only to City Council members concerning their usage of their private social media accounts. City Administration and Staff and the Police Department already have social media policies that govern the City's communication on social media through official channels.

As also previously noted, as concerns private Council member usage of social media, the City has very limited ability to enact enforceable policies. This is because the decision of Council members to communicate on private social media accounts belongs to Council members alone, not the City. For First Amendment reasons, the City generally cannot impose rules that forbid Council members from engaging in any type of speech—even if that speech may be perceived as improper or civilly actionable. The First Amendment rarely permits government to impose “prior restraints” on speech.

To the extent the Council could adopt a social media policy for itself, that policy would have to be confined in the manner addressed in the draft ordinance. The ordinance does not state any commands or impose any consequences. Instead, it makes clear that whenever a council member communicates on a social media platform he or she operates:

- His or her communication may be a public record if the communication relates to official City business;
- The communication could become a Brown Act “meeting” if more than one council member engages with the communication in any manner;
- Communications about quasi-judicial matters could expose the council member to claims he or she is prejudicially biased against the parties affected by the matters; and



- Taking adverse actions against individuals who engage with Council member social media accounts—such as “blocking” or deleting comments—could be construed a violation of First Amendment rights.

Rather than attempt to make the above enforceable through punitive consequences—which, as noted, would likely constitute impermissible “prior constraints”—the draft ordinance states the above points effectively as truisms. The ordinance thus does not impose these points as obligations, but instead requires that they be stated and distributed to each councilmember at the start of any term served (whether or not by election or appointment, and regardless of the number terms served). To this end, every councilmember will be required to receive a copy of the ordinance and reminded of the points before each term he or she serves. In my opinion, this is the most we can do in an effort to “enforce” the points noted.

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with the City’s Sustainable Organization Goal.

Fiscal Impact

None.

Staff Recommendation

The City Council is requested to provide consider the introduction of the proposed ordinance.

Attachments

1. Ordinance Enacting Social Media Policy for the City Council



ORDINANCE NO. XX-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING SECTION 2.1.010 OF THE OAKLEY MUNICIPAL CODE CONCERNING THE USE OF SOCIAL MEDIA BY MEMBERS OF THE CITY COUNCIL

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

SECTION 1. Oakley Municipal Code section 2.1.010 is added as follows:

Section 2.1.010 Use of Social Media

- a. It is the practice of members of the City Council to use personal social media, which is any digital platform that allows members to create and share information with other users or audiences.
- b. When members of the City Council use their personal social media to discuss City matters, their social media communications may be considered public records subject to public disclosure under the California Public Records Act (California Government Code section 7920 et seq.) or other applicable law.
- c. When members of the City Council use their personal social media and interact in any manner with other members, their social media communications may be subject to open meeting laws, including the Ralph M. Brown Act (California Government Code section 54950 et seq.).
- d. When members of the City Council use their personal social media to discuss any quasi-judicial matters that may or do come before the City Council, their social media communications could reasonably be construed as evidence of bias, prejudice, or personal interest.
- e. If Members of the City Council use publicly accessible personal social media to communicate regarding City business, they may be creating a limited public forum subject to First Amendment speech protections. If such a forum is created, a member taking action, such as removing individual comments or blocking individuals from commenting, may violate those individuals' First Amendment rights. (*Lindke v. Freed*, United States Supreme Court Case No. 22-611, decided March 15, 2024.)
- f. Members of the City Council shall refrain from using any City-owned or issued devices to use or maintain their private social media accounts.
- g. Members of the City Council shall be provided a written copy of this section at the beginning of any term they serve or fill, following their election, reelection, or appointment, which copy shall be provided no later than the date of the first regular meeting of their term.

SECTION 2. CEQA FINDING.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

SECTION 5. PUBLICATION.

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

PASSED AND ADOPTED by the City Council of the City of Oakley this 14th day of May, 2024 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Anissa Williams, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



April 16, 2024

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

RE: Monthly update - The Oaks Rental Community

Dear Josh:

Per the request of Councilmembers Aaron Meadows and Shannon Shaw, I am submitting the update for the months of March and April 2024. After your review, should you have further questions, please feel free to contact me.

We will provide our next update one week prior to the second regularly scheduled City Council meeting in May.

Sincerely,

Oke Johnson
Executive Vice President
Winn Residential

THE OAKS

An Affordable Housing Community

Staff

POSITION	NAME	CONTACT INFO
Onsite Property Manager	Karla Aguilar	kaguilar@winnco.com or 925-625-1300
Regional Property Manager	Katherine Aguirre	kaguirre@winnco.com
Divisional Vice President	Sheyla Batres	sbatres@winnco.com
Oke Johnson	Executive Vice President	okejohnson@winnco.com

Administrative staff consists of an Assistant Property Manager, Bookkeeper, Community Coordinator and three Occupancy Specialists.

Maintenance staff consists of Maintenance Supervisor (currently open) and six maintenance technicians (two open positions)

We encourage anyone who is interested in the position to apply at: <https://www.winncompanies.com/careers>

OPERATIONS

Occupancy & Collections

	<u>Buildings</u>	<u>Physical Occupancy</u>	<u>Economic Occupancy</u>
Oak Creek	51 & 49	77%	76.20%
The Commons	53 & 59	74%	79.75%
Oak Grove Terrace	65	78%	75.25%
Oak Place	67	80%	93.38%
Oak Forest	81	80%	95.56%
Oak Meadows	69	93%	83.20%
Oak Ridge	73	87%	80.79%

**Physical occupancy = occupancy expressed as a percentage based on occupied units divided by total units*

**Economic Occupancy = occupancy expressed as a percentage based on charged rent divided by collected rent*

The staff is working on 25 new applications currently with a goal of each property to be in the mid 90% by June 30.

Administration

Legal

- 18 residents are eviction for nonpayment of rent.

Compliance & Recertifications

- 46 annual recertifications completed in March
- 30 annual recertifications completed in April
- 25 annual certifications due in May and 17 have been completed
- 37 annual certifications due in June and 20 have been completed

Resident Engagement

Resident Meetings

- Meeting in March was discussed in the Ad Hoc presentation in March
- Meeting April 19th will be led by the Regional Manager and Divisional Vice President

AGENDA

Community Updates - Clubroom renovations, sidewalk repairs, lighting improvements, doors & locks

Maintenance - Reporting a service request, Emergencies and how to report, ongoing maintenance schedules

Parking – parking policies and updates

Upcoming Resident Events – Earth Day, Resident Appreciation week, Summer BBQ

Resident Services – Reminder about services available to all free of charge

Upcoming Meetings – April 23 & May 17

Open Discussion – Comments, questions, suggestions

The minutes from the meetings will be available for all residents in email form and in written form

Email Communications

- Email
 - Weekly, five emails are sent regarding topics such as:
 - Reporting maintenance needs
 - Upcoming events & reminders
 - Monthly newsletter
 - Leasing & Recertification reminders
- Daily “Blast”
 - Each night a brief email is sent to residents who have opted in and can be customized to fit a specific need

Resident Event

- **April**
Earth Day Event to be held 4/22/2024. Complete Sourcing and Solutions has underwritten this event as a sponsor - flyer is attached.

Repairs & Maintenance

Capital Projects - 1st Quarter – Completed

- **Landscape**– Weed control, tree and shrubbery trimming, dead brush removal, edging and mowing
- **Lighting** - Interior & exterior inspections for photocells & bulbs replacement, timer adjustments for daylight savings, major repairs were coordinated with an outside vendor
- **Sidewalk Repairs & Replacement** – ongoing process for improvement and replacement of broken concrete
- **Clubroom Improvements** – Buildings 59, 65, 67, 81 & 73 – flooring, painting, furniture

Capital Projects – 2nd Quarter – Underway

- Heritage Grove area Maintenance
- Spring cleaning of Buildings
- Balcony Inspections
- Building & Unit Inspections – HVAC, Roofs, Windows, Fascia, Stucco
- Tree Removal
- Trash Compactor replacement – *pending shipping confirmation*

Day-to-day Maintenance

March Service Request

- 96 new work orders were reported in March
- 295 work orders were completed in March

Keys, Locks & Doors

- Monthly doors and locks inspections have occurred to ensure keys operate properly and doors open and close properly.
- All common area doors were inspected on 4/4/2024 & 4/12/2024 and were in proper working order
- An inspection on 4/16/2024 uncovered two exterior doors malfunctioning - Locksmith has been contracted for servicing

Cameras

- All camera systems were inspected on 4/9/24 and all were operational
- During inspections a power supply was not working properly and a vendor was called for repairs

Gates

- 3/20/2024 - Multiple parts of the gate system were vandalized, repairs were ordered
- 3/28/2024 - Multiple repairs were completed and gate was operational
- 4/3/2024 - A vehicle hit the entry gate, causing damage, and preventing the gate from operating.
- A vendor was contacted and scheduled the repair for 4/17/24

Building & Unit Inspections

- Building & Unit inspections to occur in May, June and part of July

Enhanced Resident Service Programming

March

- During the month of March, staff at The Oaks provided ten unique resident service events and eight, so far, in April. Examples include:
 - Regular community meetings
 - Emergency and Safety Workshops
 - Distribution of baked goods from Panera Bread a similar schedule continued in April.

Ongoing enhanced services, free of charge to the residents include:

- **After School Programming**
This program is open to school age children 5 – 17, five days per week for 3 hours and is free of charge to the resident and children.

- **Scholarships**

Scholarships are available for continuing education, advanced education, and certification programs. Applications are available in the management office.

- **Adult Programming**

Programs are open to all residents. Some programming is specific to seniors 55 years or older. The programs are designed to support the needs of the seniors aging in place.

Examples of enhanced ongoing programming will include:

- Adult computer classes
- Employment development
- Healthy Lifestyle & Living classes
- Art classes
- Advanced Healthcare Directives, Wills & Trusts, Scam Prevention
- Financial Literacy classes - reducing monthly costs – cable, cell phones, insurance, RX costs, reduced utility costs through the CARES program, free and reduced eyeglasses, free tax preparations
- **Food Security:**

Food security exists when all people, at all times, have physical, social and economic access to sufficient, safe and nutritious food that meets dietary needs and food preferences for an active and healthy life. Our programs are based on these fundamentals and include access to free food giveaways.

 - Free foods are provided to the seniors on Wednesday and Fridays each week. Families have the same opportunity on Tuesdays of each week. The food is donated from local agencies and religious organizations. Fresh produce, pantry items, bakery items, eggs, canned goods, dry produce are among the many items the residents can choose from and rely upon.
 - Antioch Unified School District Meal Program provides one daily meal to children who have signed up to participate in this service. This is free of charge to parents.



The Oaks Earth Day

We are asking residents to save & donate all glass, plastic & aluminum bottles/cans! All items will be recycled, and the proceeds will go towards The Oaks community events.

A tree will be planted on the behalf of every resident who donates bottles/cans

Monday, April 22nd

4:00 - 6:00pm

Building 73

Community room

Residents who donate will be entered into a \$100 giftcard raffle

*sponsored by
Complete Solutions &
Sourcing



MEMO

To: City of Oakley

From: Townsend Public Affairs, Inc.

Date: April 9, 2024

Subject: Bill Analysis: AB 1657 (Wicks)

AB 1657 (Wicks) The Affordable Housing Bond Act of 2024.

Bill Information

The official text of AB 1657 can be found [here](#).

Summary

AB 1657 would enact the Affordable Housing Bond Act of 2024, which authorizes the sale of \$10 billion in general obligation bonds, upon approval by voters at an undetermined statewide election. The measure contains an urgency clause, giving it immediate effect if enacted. If approved, the measure directs proceeds of bonds to the following programs:

- \$5.25 billion deposited in the Housing Rehabilitation Loan Fund to be used for the Multifamily Housing Program (MHP). At least 10% of assisted units in each development receiving funding must be available for extremely low-income households.
- \$1.75 billion to be deposited in the Housing Rehabilitation Loan Fund to be used for supportive housing administered through the MHP program. The measure requires HCD to offer capitalized operating subsidy reserves for supportive housing developments receiving funding.
- \$1.5 billion to be appropriated by the Legislature to preserve or rehabilitate existing subsidized or unsubsidized rental housing through the following programs: the Portfolio Reinvestment Program, the Energy Efficiency Low-Income Weatherization Program, and a program to be created by the Legislature and administered by HCD that funds acquisition and rehabilitation of unrestricted housing units and attaches long-term affordability restrictions to the units.
- \$1 billion to be appropriated by the Legislature to provide homeownership opportunities through the CalHOME Program, which provide grants to local public agencies and non-profit developers to assist individuals and households through deferred-payment loans; and the My Home down payment assistance program administered by CalHFA.

- \$500 million to be appropriated by the Legislature for the Joe Serna, Jr. Farmworker Housing (Serna) Program and a dedicated program to be created by the Legislature, administered by HCD, and designed for, and in consultation with, tribes to finance housing and housing-related activities that will enable tribes to rebuild and reconstitute their communities.

AB 1657 provides the Legislature can amend any law related to programs funded by the bond for purposes of improving their efficiency and effectiveness of those programs. The bill also allows HCD to disburse any funds made available to housing development projects by the bill during the construction period.

Background

Prior to 1974, the federal government invested heavily in affordable housing construction. When those units began to deteriorate, the Housing Community and Development Act ended most new construction of public housing and the Housing Choice Voucher Program (Section 8) was created in its place. This new program allowed eligible tenants to pay only a portion of their rent (based on their income) and shifted funds from public housing authorities to the private sector. The goal was to eliminate concentrations of low-income people in housing developments. In 1981, the Reagan Administration dismantled federal affordable housing funding. From 1978 to 1983, the funding for low- to moderate-income housing decreased by 77%. In 1970, there were 300,000 more low-cost rental units (6.5 million) than low-income renter households (6.2 million). By 1985, however, the number of low-cost units had fallen to 5.6 million, and the number of low-income renter households had grown to 8.9 million, a disparity of 3.3 million units. Federal investments have not gone back up to pre-1978 levels.

At the state level, California has invested significantly in affordable housing construction and rehabilitation in recent years through the passage of one-time discretionary actions in the budget and the passage of voter-approved bonds.

Only in the last few years have the Legislature and Governor allocated General Fund dollars to affordable housing programs. Beginning in 2019, an unprecedented \$8 billion from the General Fund has gone to a variety of affordable housing programs. Additionally, the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1), authorized \$3 billion to fund state affordable housing programs and \$1 billion for the CalVet program, which provides mortgages to veterans. All of the funding from the bond will be fully allocated by the end of 2023. Proposition 2 of 2018 authorized the state to issue \$2 billion in General Obligations bonds against revenues from the Mental Health Services Act for purposes of funding the No Place Like Home Program (NPLH) NPLH. Those funds supported the construction of over 7,000 supportive housing units and the funds are now exhausted.

These investments, while critical, have not made up for decades of disinvestment at the federal level. Lawmakers argue that significant ongoing investments are necessary to meet the current undersupply of housing affordable to lower-income families.

Status

AB 1657 was introduced in February of 2023, among a host of other proposed statewide bond measures addressing funding issues related to climate resiliency, school facilities, and housing affordability. The bill progressed through the first house policy committee, Appropriations Committee, and Assembly Floor before being held in the Senate Appropriations Committee.

The Legislature will have until June 27, 2024 to decide the fate of this bond proposal and allow its passage onto the November ballot in order to meet deadlines associated with its printing and distribution from the Secretary of State.

Support

According to the author, “We cannot take our foot off the gas when it comes to our state’s affordable housing investments. Now is the time to double down on our commitment to solving California’s housing shortage. Even in a tight fiscal climate, the staggering need demands that we treat the crisis with the urgency it deserves. The Affordable Housing Bond Act of 2024 needs to be a priority among any bonds issued in the next year.”

Entities in Support of AB 1657 include:

California Apartment Association	Habitat for Humanity California
Friends Committee on Legislation of California	Habitat for Humanity of Greater San Francisco
Western Center on Law and Poverty	Many Mansions
Abode Services	Community Housing Improvement Systems and Planning Association, Inc. (CHISPA)
Valley Restart Shelter	Mutual Housing California
Greenlining Institute	Los Angeles County Department of Mental Health
City of Long Beach	Turning Point Community Programs
Metropolitan Transportation Commission	Corporation for Supportive Housing
Self-Help Enterprises	North Valley Housing Trust
Mercy Housing California	San Francisco Housing Development Corporation
Non-Profit Housing Association of Northern California	City of Foster City
Housing California	Housing Trust of Silicon Valley
California Housing Consortium	Association of Bay Area Governments
EAH Housing	Kennedy Commission
California Housing Partnership Corporation	Bay Area Community Resources
Riverside	Devine & Gong, Inc.
Congregations Organized for Prophetic Engagement (COPE)	Housing Authority of the County of Alameda
City of Norwalk	Community Land Trust Association of West Marin
California Faculty Association	Empowering Pacific Islander Communities
City of Pleasanton	Kitchens for Good
Catholic Charities of Santa Clara County	Evolve California
City of Alameda	Housing Alliance
City of Goleta	American Institute of Architects, Los Angeles Chapter
Tenderloin Neighborhood Development Corporation	Enterprise Community Investments, Inc.
Legal Aid of Sonoma County	Wakeland Housing and Development Corporation
Community HousingWorks	Santa Clara Methodist Retirement Foundation
LINC Housing	Alta Housing
Hollywood Community Housing Corporation	Bay Area Local Initiatives Support Corporation
MidPen Housing Corporation	Lift To Rise
Council of Community Housing Organizations	
California Climate and Agriculture Network	
Resources for Community Development	
East Bay Housing Organizations (EBHO)	

Housing Action Coalition
ACLU California Action
East Palo Alto Community Alliance and
Neighborhood Development Organization
The San Francisco Housing Accelerator
Fund
Ascencia
Imagine LA
People's Budget Orange County
Housing Is a Human Right OC
The Kelsey
National Alliance to End Homelessness
Inland SoCal Housing Collective
CRP Affordable Housing and Community
Development
Jonathan Rose Companies
City of Redlands
Monterey County Renters United
FSY Architects, INC
CDR
Housing Land Trust of the North Bay
City Housing, INC.

A. Robbins Group
Behavioral Health and Recovery Services
Brighter Future Initiative
California Association of Local Housing
Finance Agencies (CAL-ALHPFA)
Change and New Beginnings
Colesworthy Real Estate Services
Curtis Development
Excelerate Housing Group
Gunkel Architecture INC.
Housing Authority of The City of San Luis
Obispo
Housing Claremont
Housing El Dorado
King and I Outreach Ministry
Lived Experience Advisers
Myall Consulting
Orange County Housing Trust
Strive Real Estate LLC
The Armony Companies
Ventura Social Services Task Force
Zen Development Consultants LLC

Opposition

The California Association of Realtors is the only entity registered in opposition. The organization maintains an oppose unless amended position, unless projects containing 1-4 units are exempted.

MEMO

To: City of Oakley

From: Townsend Public Affairs, Inc.

Date: April 9, 2024

Subject: Bill Analysis: AB 1033 (Ting)

AB 1033 (Ting) Accessory dwelling units: local ordinances: separate sale or conveyance.

Bill Information

The official text of AB 1033 can be found [here](#).

Summary

AB 1033 allows cities and counties that have a local accessory dwelling unit (ADU) ordinance to allow ADUs to be sold separately or conveyed from the primary residence as condominiums.

Specifically, AB 1033:

- Authorizes a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU or ADUs as condominiums. Provides that any such ordinance must include all of the following requirements:
- The condominiums must be created pursuant to the Davis-Stirling Common Interest Development Act.
- The condominiums must be created in conformance with all applicable objective requirements of the Subdivision Map Act and all objective requirements of a local subdivision ordinance.
- Before recordation of the condominium map, a safety inspection of the ADU must be conducted as evidenced either through a certificate of occupancy from the local agency or a housing quality standards report from a building inspector certified by the United States Department of Housing and Urban Development.
- Prior to the recordation of the condominium map, that written evidence of each lienholders consent, as specified, be provided to the county recorder.
- The county recorder must record each lienholder's consent.

- Local agencies must include a notice to consumers outlining the requirements specified in d) and e) in any ADU submittal checklist, building permit approval, condominium map approval, or other information describing the requirements and approval process for an ADU.
- If an ADU is established as a condominium, the local government must require the homeowner to notify providers of utilities, including water, sewer, gas, and electricity, of the condominium creation and separate conveyance.
- Allows a local agency, special district, or water corporation to require an applicant to install a new or separate utility connection directly between the ADU and the utility or impose a related connection fee or capacity charge, upon separate conveyance of the ADU.
- Provides that an ADU must only be separately conveyed pursuant to these requirements or pursuant to the provisions for property built or developed by a qualified nonprofit corporation.

Background

California's high — and rising — land costs necessitate dense housing construction for a project to be financially viable and for the housing to ultimately be affordable to lower-income households. Yet, recent trends in California show that new housing has not commensurately increased in density. In a 2016 analysis, the Legislative Analyst's Office (LAO) found that the housing density of a typical neighborhood in California's coastal metropolitan areas increased only by four percent during the 2000s. In addition, the pattern of development in California has changed in ways that limit new housing opportunities. A 2016 analysis by BuildZoom found that new development has shifted from moderate but widespread density to pockets of high-density housing near downtown cores surrounded by vast swaths of low-density single-family housing. Specifically, construction of moderately-dense housing (two to 49 units) in California peaked in the 1960s and 1970s and has slowed in recent decades.

Recently, there has been a national trend to allow for more "gentle density" (e.g., ADUs, duplexes, four-plexes, townhomes, and other moderately dense developments that were common before the imposition of zoning). In recent years, the Legislature has taken a more active role in facilitating such gentle density. In 2016, AB 2299 (Bloom, Chapter 735, Statutes of 2016) and SB 1069 (Wieckowski Chapter 720, Statutes of 2016), permitted ADUs by right on all residentially-zoned parcels in the state. By permitting an ADU as a second unit on all single-family lots, these laws effectively doubled their allowed density.

Prior to the Legislature requiring ministerial approval of ADUs in 2017, ADUs were less than one percent of permitted new construction. Now they are approximately 10%, at over 9,600 completed units in 2022. Additionally, because ADUs are typically smaller than the average home in a community, they tend to be more affordable than other market-rate units. A survey of ADU owners found that, in the Bay Area, ADUs rents were affordable to households making the median income.

Status

AB 1033 was chaptered into law during the 2023 Legislative Session and became effective January 1, 2024.

Support

According to the author, *“The lack of home ownership opportunities in most California communities for working families is contributing to the State’s growing population of renters and driving families out of state so that they can buy a home. Many neighborhoods have become de-facto gated communities, with median home prices of \$700K to \$1M keeping out all but a small percentage of Californians from ever dreaming of home ownership, reducing the state’s population and harming our economy. The absence of available homes for purchase at rates affordable to moderate-income working families bars wealth-building and housing stability for Californians harmed by historic discriminatory housing policies. By repealing the current law prohibiting the separate conveyance of ADUs, AB 1033 allows cities and counties the freedom to pursue homeownership programs and to create a path to wealth-building for families.”*

Entities in Support of AB 1033 include:

Bay Area Council (co-source)	Meta
Casita Coalition (co- source)	Mountain View YIMBY
Abodu	Napa-Solano for Everyone
Bequall	National Association of Hispanic Realtors
California Black Chamber of Commerce	National Diversity Coalition
California Community Builders	New California Coalition
California State Association of Counties	Northern Neighbors SF
City of San Jose	Oak Impact Group
Community Build, Inc.	Peninsula for Everyone
Coresgb, LLC	People for Housing - Orange County
Council of Infill Builders	Plus Home Construction
Decor Revolution	Progress Noe Valley
East Bay for Everyone	Rebuilding Green
East Bay YIMBY	Samara Living
Facebook, Inc.	San Francisco Bay Area Planning and
Farmworkers Institute of Education and	Urban Research Association
Leadership Development	San Francisco YIMBY
Grow the Richmond	San Luis Obispo YIMBY
Ho9 Development	Santa Cruz YIMBY
How to ADU	Santa Rosa YIMBY
HPP Cares	South Bay YIMBY
Inland SoCal Housing Collective	Southside Forward
Inspired ADUs	The Two Hundred
Jesse Miranda Center for Hispanic	The Unity Council
League of California Cities Latino Caucus	Unidosus
LISC San Diego	Ventura County YIMBY
Mayor of City & County of San Francisco	Villa
London Breed	YIMBY Action
Mayor of City of Oakland Sheng Thao	One individual

Opposition

Entities opposed to AB 1033 include:

California Association of Realtors
 City of Eastvale
 Community Associations Institute - California Legislative Action Committee

