AGENDA

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

Tuesday, January 10, 2023
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.

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

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

Information Regarding Public Comment

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

1.OPENING MATTERS

Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

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

1.2 Pledge of Allegiance to the Flag (Liam Castro and Mia Moraida, 4th Grade Students at Almond Grove Elementary)

1.3 Update from Youth Advisory Council (Lindsey Bruno, Recreation Director)

1.4 Update from California Department of Insurance (Mary Beth Bykowsky, Outreach Analyst)

1.5 Proclamation Honoring Dr. Martin Luther King Jr. (Odessa LeFrancois, President of the East County NAACP)

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.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.

3.1 Approve Minutes from the Special City Council Meeting held December 13, 2022 (Libby Vreonis, City Clerk)
Minutes 12-13-22 Sp

3.2 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting Held December 13, 2022 (Libby Vreonis, City Clerk)
Minutes 12-13-22 Reg

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

3.4 Fiscal Year (FY) 2022/23 Second Quarter Report on the Capital Improvement Program (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report

3.5 Appointment of City Council Standby Members for Newly Elected Councilmembers in the Event of a Declared Emergency (Libby Vreonis, City Clerk)
Staff Report
1. Resolution

4.PUBLIC HEARINGS

5.REGULAR CALENDAR

5.1 A Resolution of the City Council of the City of Oakley Appointing the Mayor and Vice Mayor as the City Council's Subcommittee for City Manager Employment Matters (Derek Cole, City Attorney)

Staff Report
1. Proposed Resolution

5.2 Authorization for the City Manager to Execute the Second Amendment to a Purchase and Sale Agreement with the Yellow Roof Foundation for the sale of one additional property located at 4921Teakwood Drive (APN: 035-322-022) which will lead to the construction of 2 additional affordable housing units (Joshua McMurray, City Manager)
Staff Report
1. September 27, 2022 Staff Report
2. Yellow Roof Foundation Purchase and Sale Agreement First Amendment
3. Yellow Roof Foundation Purchase and Sale Agreement Second Amendment
4. Yellow Roof Foundation LOI
5. Concept Plans from August 2022
6. Draft Resolution

5.3 Consideration of a Resolution Approving an Agreement between Tyler Technologies and the City of Oakley for the Conversion from the Tyler Eden Enterprise Resource Planning (ERP) System to the Tyler Enterprise ERP System and Authorizing the City Manager to Execute the Agreement (Tim Przybyla, Finance Director)
Staff Report
1. Resolution
2. Tyler Agreement

5.4 Consideration of a Resolution Approving a Professional Consulting Services Agreement between the City of Oakley and Koa Hills for Consulting Services Associated with the Conversion from the Tyler Eden ERP System to the Tyler Enterprise ERP System and Authorizing the City Manager to Execute the Contract (Tim Przybyla, Finance Director)
Staff Report
1. Resolution
2. KOA Hills Agreement

6.REPORTS

6.1 CITY MANAGER
(a) City Manager
(b) Police Department Update from Police Chief Paul Beard

6.2 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

7.WORK SESSIONS

7.1 637 and 639 Brownstone Preliminary General Plan Amendment (PA 01-22) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Residential Very Low (RV) to Residential Low (RL) (Ken Strelo, Planning Manager)

Staff Report
1. Vicinity Map
2. Notice of Work Session
3. City of Oakley General Plan Land Use Map
4. Planning Commission Staff Report dated November 1, 2022 with Attachment 4
5. Planning Commission Draft Minutes from November 1, 2022
6. Applicant's Community Workshop Flyer for December 8, 2022
7. Comments Submitted for Community Workshop on December 8, 2022
8. Applicant's Conceptual Plans

7.2 City Council Visioning and Strategic Plan Review (Joshua McMurray, City Manager)
Staff Report
1. Oakley Strategic Plan 27+

7.3 Process for Selecting Mayor and Vice-Mayor Following Implementation of District Elections (Derek Cole, City Attorney)
Staff Report

8.CLOSED SESSION

9.ADJOURN

OAKLEY
CALIFORNIA

P R O C L A M A T I O N

Honoring Dr. Martin Luther King Jr.

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all; and

WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

WHEREAS, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a National Day of Volunteer service; and

WHEREAS, the Universal Declaration of Human Rights empowers us all. The principles enshrined in the Declaration are as relevant today as they were in 1948; and

WHEREAS, since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

WHEREAS, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

WHEREAS, the King Day of Service is the only federal holiday commemorated as a National Day of Service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for all our citizens.

NOW, THEREFORE, I, Aaron Meadows, Mayor of the City of Oakley, on behalf of the City Council, do hereby proclaim Martin Luther King Jr. Day 2023 as a Day of Service and call upon the people of the community to pay tribute to the life and works of Dr. Martin Luther King Jr.

January 10, 2023

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Aaron Meadows, Mayor

MINUTES OF THE SPECIAL MEETING OF THE OAKLEY CITY COUNCIL
HELD DECEMBER 13, 2022

1.Opening Matters

1.1 Call to Order and Roll Call of the Oakley City Council

Mayor Randy Pope called the meeting to order at 5:30 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Vice Mayor Aaron Meadows and Councilmembers Anissa Williams, George Fuller and Sue Higgins were in attendance.

1.2 Pledge of Allegiance to the Flag (Logan Pope)

Logan Pope led the Pledge of Allegiance to the Flag.

1.3 Proclamation honoring Carter Owen Pope on attaining the Rank of Eagle Scout

Mayor Pope presented the proclamation to Carter Pope.

2.Public Comments

None.

3.Consent Calendar

3.1 Adopt a Resolution Accepting the Results of the Canvass of the November 8, 2022 Consolidated General Municipal Election in Oakley (Libby Vreonis, City Clerk)

It was moved by Councilmember Higgins and seconded by Councilmember Williams to adopt the resolution. Motion was unanimous and so ordered. (5-0)

4.Presentations

4.1 Presentations to Councilmember Higgins

Vice Mayor Meadows called upon Gary Prost, Senior District Representative for the Office of Congressman McNerney. He was not present.

Claire Alaura, District Representative, Office of Senator Steve Glazer, presented a Certificate of Recognition to Councilmember Higgins.

Tiffanee Jones, District Director, Office of Assemblymember Lori Wilson, presented a Certificate of Recognition to Councilmember Higgins.

Supervisor Diane Burgis presented a Certificate of Recognition to Councilmember Higgins.

Vice Mayor Meadows presented a proclamation to Councilmember Higgins.

City Manager Joshua McMurray presented items of recognition on behalf of staff to Councilmember Higgins.

4.2 Comments by Councilmember Higgins

Councilmember Higgins thanked her husband and the Oakley community for their support.

4.3 Presentations to Mayor Pope

Vice Mayor Meadows called upon Gary Prost, Senior District Representative for the Office of Congressman McNerney. He was not present.

Claire Alaura, District Representative, Office of Senator Steve Glazer, presented a Certificate of Recognition to Mayor Pope.

Tiffanee Jones, District Director, Office of Assemblymember Lori Wilson, presented a Certificate of Recognition to Mayor Pope.

Supervisor Diane Burgis presented a Certificate of Recognition to Mayor Pope.

Vice Mayor Meadows presented a proclamation to Mayor Pope.

City Manager Joshua McMurray presented items of recognition on behalf of staff to Mayor Pope.

4.4 Comments by Mayor Pope

Mayor Pope thanked City staff for their work.

5.Special Orders

5.1 Administration of Oath of Office to Elected Councilmember Hugh Henderson (District 2) (Libby Vreonis, City Clerk)

City Clerk Libby Vreonis administered the Oath of Office to newly elected Councilmember Hugh Henderson.

5.2 Administration of Oath of Office to Elected Councilmember Shannon Shaw (District 4) (Libby Vreonis, City Clerk)

City Clerk Libby Vreonis administered the Oath of Office to newly elected Councilmember Shannon Shaw.

6.Reorganization of Oakley City Council

6.1 Selection of Mayor and Vice Mayor

It was moved by Councilmember Fuller and seconded by Councilmember Williams to appoint Aaron Meadows as Mayor. Motion was unanimous and so ordered. (5-0)

It was moved by Councilmember Shaw and seconded by Councilmember Henderson to appoint Anissa Williams as Vice Mayor. AYES: Henderson, Meadows, Shaw, Williams. ABSTENTIONS: Fuller. (4-0-1)

6.2 Administration of Oaths of Office to Newly Appointed Mayor and Vice Mayor (Libby Vreonis, City Clerk)

City Clerk Libby Vreonis administered the Oath of Office to newly appointed Mayor Aaron Meadows and newly appointed Vice Mayor Anissa Williams.

6.3 Comments by Newly Appointed Mayor

Mayor Aaron Meadows commented that he is honored to be on the Council and as Mayor in the City of Oakley where his family has been present since 1899. He thanked staff. He shared that he ran for office with intent to increase public safety and economic development which he believes go hand in hand. He indicated he looks forward to building on the Oakley Logistics Center and ancillary businesses that it will bring, such as a proposed hotel near Dutch Bros. He mentioned the City has been working on the E. Cypress area, including approval of a contract for the extension of Dutch Slough to Delta and approval of a design contract from the Laurel extension bridge going over the BNSF tracks, and staff will continue to work on this area. He shared he plans to accelerate adding officers in 2023 and he is looking forward to future items and projects such as the Economic Development Work Plan, and updating the Downtown Specific Plan and Zoning Code, new ERP software, a Master Plan for the 55-acre park, and working toward a library. He mentioned he looks forward to working with staff and fellow Councilmembers in 2023. He invited everyone to a reception in the lobby and mentioned the regular meeting will begin after 6:30 p.m.

7.Adjourn to Reception

There being no further business, the meeting was adjourned at 6:24 p.m.

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 DECEMBER 13, 2022

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 Aaron Meadows called the meeting to order at 6:55 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Vice Mayor Anissa Williams and Councilmembers George Fuller, Hugh Henderson and Shannon Shaw were also present.

1.2 Pledge of Allegiance to the Flag (Brianna Flores Campos, 8th Grade Student at Delta Vista Middle School)

Brianna Flores Campos led the Pledge of Allegiance to the Flag.

Item 5.2 was heard prior to updates.

1.3 Update from Contra Costa Mosquito Abatement & Vector Control District Representative (Michael Krieg)

Contra Costa Mosquito Abatement & Vector Control District Representative Michael Krieg provided an update to the City Council including information regarding the District's background, financial stability, West Nile Virus, and the Yellow-Fever Mosquito located in Martinez this year.

Councilmember Williams inquired if mosquito fish can still be picked up at the District.

Mr. Krieg shared that for reasons of environmental control, mosquito fish can no longer be picked up at the District; however, a technician may place them in appropriate locations.

1.4 Update from Tri-Delta Transit (Jeanne Krieg and Rashidi Barnes)

Jeanne Krieg shared she is retiring. She introduced Rashidi Barnes, CEO.

1.5 Presentation of Certificate of Recognition to Jeanne Krieg, Tri-Delta Transit (Mayor)

Mayor Meadows presented a Certificate of Recognition to Jeanne Krieg.

2.PUBLIC COMMENTS

None.

3.CONSENT CALENDAR

3.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting Held November 8, 2022 (Libby Vreonis, City Clerk)

3.2 Approve Minutes from the Special City Council Meeting held November 15, 2022 (Libby Vreonis, City Clerk)

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

3.4 Approve 2023 Meeting Dates (Libby Vreonis, City Clerk)

3.5 Award of Construction Contract to Centerline Striping Co., Inc. for the Fiscal Year 2022/2023 Street Restriping Project – Capital Improvement Project Number 276 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.6 Award of Construction Contract to Valentine Corporation for the construction of the Cypress Grove Subdivision Pump Station Building Project – Capital Improvement Project (CIP) Number 255 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.7 Accepting the Subdivision Improvements Associated with the Gilbert Property (Delaney Park) Phase 2A Subdivision 9474 Located at the southeast corner of Golden State Parkway and Darigold Way (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.8 Accepting the remaining portion of the Subdivision Improvements Associated with the Gilbert Property (Delaney Ranch) Phase I Subdivision 9473 Located at the northeast corner of East Cypress Road and Delaney Parkway (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.9 Accepting the remaining portion of the Subdivision Improvements Associated with the Gilbert Property (Delaney Park) Phase 2B Subdivision 9481 Located at the northeast corner of Sellers Avenue and Golden State Parkway (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.10 Consideration of a Resolution Accepting the Five-Year Development Impact Fee Report and Making Required Findings (AB 1600 Annual Report) Tim Przybyla, Finance Director)

3.11 Ratify Election: Adopt Ordinance No. 16-22 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 186 within the Oakley Special Police Tax Area for Police Protection Services for the Summer Lake North project located at the northeast corner of E. Cypress Road and Bethel Island Road (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.12 Authorizing application for an exemption to the Metropolitan Transportation Commission (MTC) to designate the Contra Costa County Countywide Bicycle Advisory Committee as the City's representative for the review of projects seeking and utilizing Transportation Development Act (TDA) Article 3 funds (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.13 Consideration and Adoption of a Resolution Requesting to the Metropolitan Transportation Commission (MTC) for the allocation of Fiscal Year 2022/2023 Transportation Development ACT (TDA) Article 3 Pedestrian/Bicycle Project Funding (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.14 Consideration of Resolution Approving a Digital Services Agreement between the City of Oakley and Buildings IOT and Authorizing the City Manager to Execute the Agreement (Tim Przybyla, Finance Director)

3.15 Adopt a Resolution Authorizing the Office of the City Clerk to Accept Claims Electronically (Libby Vreonis, City Clerk)

3.16 Approve Second Reading of Ordinance No. 17-22 authorizing the levy of a special tax commencing in Fiscal Year 2023-24 and each ensuing fiscal year thereafter solely within and relating to City of Oakley Community Facilities District No. 2022-2 (Summer Lake North Maintenance Services) (Kevin Rohani, P.E., Public Works Director/City Engineer)

Councilmember Fuller requested to pull items 3.1, 3.3 and 3.4.

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

Item 3.1

Councilmember Fuller requested additional information be provided in the minutes of which the Council was provided a copy, it was made part of the meeting record, and it read as follows:

“Mayor Pope stated there was consensus among council members concerning the compensation discussions with the city manager and city attorney. Councilmember Williams said there was consensus among the councilmembers concerning salary negotiations with the city manager and city attorney. Councilmember Fuller stated he did not hear a consensus among council members regarding the issue.

Councilmember Fuller asked Ms. Fratarcangeli if she agreed there was a consensus. Mrs. Fratarcangeli said she had a consensus. Councilmember Fuller asked what that consensus consisted of, and Ms. Fratarcangeli did not reply.

Councilmember Fuller asked Ms. Fratarcangeli if the procedure now used in salary negotiations with the City Manager and City Attorney was based on erroneous information Mr. Derek Cole received from the previous city attorney. Ms. Fratarcangeli gave an affirmative answer. Councilmember Fuller asked Ms. Fratarcangeli if the canons of the California State Bar required an attorney to report another attorney for misconduct if misinformation was forwarded from the original attorney. Ms. Fratarcangeli did not reply. Councilmember Fuller asked Ms. Fratarcangeli if another attorney was aware that one attorney had received information from another attorney that was untrue and the second attorney had not reported the incident to the bar, should the third attorney report the incident of the non-reporting. Ms. Fratarcangeli did not answer.”

It was moved by Councilmember Fuller to approve the minutes with the additional information included. The motion died for lack of a second.

It was moved by Vice Mayor Williams and seconded by Councilmember Shaw to approve the minutes as written. Motion was unanimous and so ordered. (5-0)

Item 3.3

Councilmember Fuller inquired if the tort was served on Tri-Delta.

City Attorney Derek Cole confirmed the claim had been filed.

Councilmember Fuller inquired if the case is Shaeffer v. City of Oakley, et al.

Mr. Cole indicated that is the nature of the case.

Councilmember Fuller inquired if it is public record.

Mr. Cole indicated the filings and lawsuit are available with the Superior Court.

Councilmember Fuller inquired why the records are public.

Mr. Cole explained pending litigation can be excluded from public record by the agency but can be obtained through the civil court unless it is sealed by the court.

Councilmember Fuller commented the case appears in the minutes. He inquired if there is a reason why it is published on the agenda.

Mr. Cole explained the City is required to.

It was moved by Councilmember Fuller and seconded by Councilmember Shaw to accept the memo. Motion was unanimous and so ordered. (5-0)

Item 3.4

Councilmember Fuller expressed his preference is to have two meeting in the months of June, July and August.

Mayor Meadows requested staff explain why the schedule is proposed as it is.

City Manager Joshua McMurray explained that the second meeting in November would fall during Thanksgiving week, the second meeting in December would fall when City Hall is closed at the end of the year, and the second meeting in the months of June, July and August have not been held to accommodate vacations. He shared that the City has still been able to effectively conduct business without the second meetings and the Council still has the ability to hold a special meeting during those months is any items need to be addressed before the next regularly scheduled meeting.

Mayor Meadows inquired if it is easier to add a meeting than to cancel a meeting.

Mr. McMurray explained it is easier because there is a public expectation once it has been scheduled.

Mayor Meadows inquired how long the meeting dates have been this way.

City Attorney Derek Cole indicated it has been since 2018 or 2019.

City Clerk Libby Vreonis indicated she believes that is correct for the month of June and the other months have been this way for at least the past 14 years.

It was moved by Vice Mayor Williams and seconded by Councilmember Shaw to approve the meeting dates as presented. AYES: Henderson, Meadows, Shaw, Williams. NOES: Fuller. (4-1)

4.PUBLIC HEARINGS-None

5.REGULAR CALENDAR

5.1 Adopt a Resolution to Approve the City Council Committee Appointment List for 2023 (Libby Vreonis, City Clerk)

City Clerk Libby Vreonis presented the staff report.

It was moved by Councilmember Fuller and seconded by Councilmember Henderson to adopt the resolution. Motion was unanimous and so ordered. (5-0)

5.2 Consideration of a Resolution Accepting the Annual Comprehensive Financial Report (ACFR), Memorandum on Internal Control, Required Communications and Report on Agreed Upon Procedures for Fiscal Year 2021-2022 (Tim Przybyla, Finance Director)

Item 5.2 was heard prior to item 1.3.

Finance Director Tim Przybyla introduced Amy Meyer with Maze & Associates, Inc.

Ms. Meyer provided a report to the Council.

It was moved by Councilmember Fuller and seconded by Councilmember Henderson to adopt the resolution. Motion was unanimous and so ordered. (5-0)

6.REPORTS

6.1 CITY MANAGER

(a) City Manager

City Manager Joshua McMurray wished everyone a Happy Holiday. He shared City Hall will be closed beginning at 11:30 a.m. on Thursday, December 15, 2022, with staff returning Tuesday, January 3rd. He mentioned some limited services will still be available and the Police department will remain open. He recognized staff for their work.

(b) Planning Commission Update

Mr. McMurray reported that with the election of Councilmembers Henderson and Shaw to the Council, there are two vacancies on the Planning Commission. He indicated the process would be similar to a previous vacancy; staff would advertise heavily for applicants, the application period would be open for 3 weeks, interviews would be held and appointments made in February, and the new Planning Commissioners would be seated in March. He mentioned two seats have been reserved for upcoming CalCities' Planning Commission Academy to be held at the end of March.

(c) Finance Update

Finance Director Tim Przybyla reported that the City of Oakley has been named as one of the lowest risk cities in California due to its fiscally responsible nature, the city has moved funds to increase earnings, the fiscal trend is good, development fee revenues are up, and the City has taken proactive measures in placing 30% in emergency reserves plus $1 million to accommodate any potential future loss of revenues for a slowing housing market, economy or recession. He discussed pension funds and OPEB obligations.

Mayor Meadows inquired about the two cities that were lowest ranked before Oakley as the third.

Mr. Przybyla indicated he would look it up and provide him the information.

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

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

Councilmember Fuller reported he attended the Diablo Water District meeting and Marilyn Tiernan is now President of the Board and Members of the Board include Scott Pastor, Paul Seger, Jason Shaw, and Joe Kovalick. He mentioned they reported their investments are healthy and they are making some seismic adjustments to buildings. He shared that he learned discouraging news that even if things are back to normal with the rain and snow received this year, we will not be out of a drought.

Vice Mayor Williams reported she will attend the Tri-Delta Transit meeting tomorrow where interviews will be conducted for additional appointments, and she hopes to keep Sue Higgins on the Board. She shared she has been appointed to the CalCities' Environmental Quality Policy Committee.

Mayor Meadows reported he attended a TRANSPLAN meeting last week, and he was moved from an alternate to a voting member for the Contra Costa Transportation Authority.

(b) Requests for Future Agendas

None.

7.WORK SESSIONS - None

8.CLOSED SESSION

Mayor Meadows announced the closed session items.

8.1 CITY ATTORNEY PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957

8.2 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One potential case

8.3 CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One potential case

9.ADJOURN

There being no further business, the meeting was adjourned at 8:41 p.m.

MEMORANDUM

Office of the City Attorney

Date: December 14, 2022

To: Mayor and Members of City Council

From: Derek P. Cole, City Attorney and Joshua McMurray, City Manager

Subject: Closed Session Report-Out Memo

FOR CONSIDERATION AT THE REGULAR CITY COUNCIL MEETING OF JANUARY 10, 2023

Background and Analysis

The City Council considered the following closed session item during its regular meeting held November 15, 2022:

CITY ATTORNEY PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957

Direction was given, and the evaluation was continued to a future City Council meeting.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One potential case

Direction was provided to legal counsel, and no reportable action was taken.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One potential case

On Motion by Councilmember Shaw, and Second by Vice Mayor Williams, the City Council voted to authorize the Office of the City Attorney to file a Health and Safety Code receivership or civil code enforcement action concerning public nuisances existing at 131 E. Ruby Street, Oakley, California. Ayes: Vice Mayor Williams, Fuller, Henderson, and Shaw; Nays: none; Absentions: Mayor Meadows.

Fiscal Impact

None.

Recommendation
Receive and file this report.

Attachments
None.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: January 10, 2023

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

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

SUBJECT: **Fiscal Year (FY) 2022/23 Second Quarter Report on the Capital Improvement Program**

Background and Analysis

This report summarizes the status of the various projects in the City of Oakley Capital Improvement Program (CIP) at the end of the Second Quarter for FY 2022/23.

The City's CIP is a multi-year forecast of capital needs that include new construction projects and planned improvements of existing facilities. The CIP establishes structure by identifying, prioritizing, approving, and the funding of capital improvement projects. Since the demand for capital projects typically exceeds the amount of available funds, projects are prioritized based on the City Council's Strategic Goals.

The following highlights some of the projects and their progress in the Second Quarter of FY 2022/23 (October-December 2022):

1. Oakley Regional Community Park Project

Project # 176
Schedule: Project Master Planning will start in early 2023
Budget: $3,547,859
Funding Source: Community Park Fund, and Park Impact Fee

This project transforms a 55-acre site at the end of Sellers Avenue that was given to the City as part of the development agreements with the Emerson, Gilbert, and Burroughs development projects. This site had several deteriorated structures related to a dairy farm that had been closed for decades. The first phase of this project was to demolish and remove the abandoned structures, which were a safety concern, and to clean up the site. This task was

accomplished in the summer of 2019. In March of 2021, the City applied for a State Proposition 68 grant to fund the first phase of this project and did not qualify for the grant. The construction of the Oakley Regional Park will span several years as funding is secured through a combination of Grants and local funds. There will be a new master planning of this park that will take place in 2023 to solicit input from the community as to the features desired for incorporation in this park and develop a new concept plan that can be used for future grant funding opportunities.

2. Downtown Gateway Plaza and Infrastructure Improvement Project

Project # 205
Schedule: Construction is underway
Budget: $6,500,000
Funding Source: General Capital Projects Fund, Measure J Fund, Gas Tax Fund

The Downtown Gateway Plaza and Infrastructure Improvement Project will compliment a new San Joaquin Joint Power Authorities train platform station located north of Main Street in the general area between 2nd Street and Norcross Lane. The San Joaquin Joint Power Authorities has secured the grant funding for the design and construction of the new platform station and will operate the train platform station after its construction. This train platform station is strategically located in downtown, adjacent to the Main Street Gateway Plaza and its associated parking lot. The infrastructure improvements were designed and will be constructed by the City. The new parking lot is anticipated to provide over 300 parking spaces and is a big part of the future growth for Downtown Oakley.

3. FY 2022/23 Curb, Gutter and Sidewalk Reconstruction Project

Project # 275
Schedule: Construction is underway
Budget: $150,000
Funding Source: Gax Tax Fund

This project repairs and replaces damaged concrete curb, gutter, and sidewalk in the community as part of the 50-50 cost sharing program between the City and property owners. This project has been successfully implemented for the past few years and continued into FY 2022/23. This project has helped to provide safe pedestrian facilities and reduce liability and claims for trip and fall accidents.

4. East Cypress Road Widening (Knightsen Avenue to Jersey Island Road) Project

Project # 247
Schedule: Construction is underway
Budget: $8,900,000
Funding Source: Traffic Impact Fee Fund

The growth and development of new subdivision projects along the East Cypress Road corridor has necessitated various infrastructure improvements to accommodate the increased traffic demands on this road. This project will reconstruct East Cypress Road from Knightsen Avenue to Jersey Island Road. The improvements will include a 6-lane roadway, curb, gutter, sidewalks, streetlights, traffic signal, and underground utility infrastructure. The widening will stop just short of the Contra Costa Canal where the developer to the east of the canal is responsible to continue the widening and improvement of East Cypress Road to Bethel Island Road. The design of this project is complete, and the project is in the bidding phase. The construction is anticipated to start in early 2023.

5. Downtown Parking Lot Construction Project

Project # 215
Schedule: Construction is underway
Budget: $3,979,000
Funding Source: Main Street Fund, General Capital Fund

This project, in continuing the implementation of the Strategic Goals of the City Council to improve and enhance Downtown Oakley; constructed a new parking lot and associated street infrastructure on the north side of Main Street and the Norcross Lane intersection. This new parking lot is located behind the Entrepreneur Center and the new Oakley Mercantile Building and will serve the greater downtown merchants and their customers. The construction is anticipated to be completed by spring 2023.

6. Oakley Civic Center Emergency Generator Project

Project # 228
Schedule: Construction is underway
Budget: $197,500
Funding Source: General Capital Fund

The Civic Center facility is the center of government in Oakley. which handles all critical functions for the community residents, including Police services. The current facility does not have a standby emergency generator to address the frequent PG&E power outages that take place in this region. This project will install an emergency generator which will provide electricity to the entire Civic Center facility in times of power emergencies. The new generator has been delivered and installed and the city is currently working with PG&E to coordinate the power transfer to the new generator prior to the start-up of operations. Once this PG&E task has been completed, the generator will be on standby and ready to supply electricity during future power outages. It is anticipated that the construction work will be completed by spring 2023.

7. Holly Creek Restroom Construction Project

Project # 248
Schedule: Construction is underway
Budget: $450,000
Funding Source: Park Impact Fee Fund

This project will construct a permanent restroom facility at Holly Creek Park. The demand for City of Oakley recreational fields continues to grow, particularly for organized sports such as Baseball and Soccer leagues. The field at Holly Creek Park is one of the favorites and a much-desired field in Oakley for leagues to use for sporting activities. This park does not have any restroom facilities which necessitates the placement of portable toilets at this park. This approach has created many operational and sanitary issues and is not a sustainable solution to address the need for a public restroom facility. This project will construct a permanent restroom facility at this park, like the restroom facility that was constructed at the Koda Dog Park. The construction of this project is currently underway, and it is anticipated that the construction work will be completed by spring 2023

8. Recreation Center Emergency Generator Project

Project # 249
Schedule: Construction is underway
Budget: $300,000
Funding Source: ARPA Fund

This project will install an emergency generator at the Oakley Recreation Center facility. The Recreation Center campus is the center of recreational activities for the Oakley community, and currently does not have a back-up power source. In periods of PG&E power outages, the operations at the Recreation Center that require electricity comes to a halt. This project will install an Emergency Generator behind the Recreation Center building to provide

stand-by power during periods of PG&E power outages to ensure that the Recreation Center operations will continue uninterrupted. It is anticipated that the construction work will be completed by fall 2023

9. Laurel Road Extension Project (Teton Road to Sellers Avenue)

Project # 273
Schedule: Design is underway
Budget: $300,000
Funding Source: Traffic Impact Fee Fund

This Project will extend Laurel Road from Teton Road to Sellers Avenue providing an alternate and much needed secondary route for the residents of far east Oakley along East Cypress Road. Currently, the only major access in and out of far east Oakley is via East Cypress Road. This current route along East Cypress Road passes by an elementary and middle school and crosses the Burlington Northern Santa Fe (BNSF) railroad tracks. Traffic volumes have increased over the years and continue to grow with the new housing developments in far east Oakley. Extending Laurel Road from Teton Road to Sellers Avenue will provide a much-needed direct access to Highway 4 and job centers in the Bay Area and reduce traffic congestion from East Cypress Road. This project will construct a new bridge across the BNSF railroad tracks and construct a new 4-lane roadway with curb, gutter, sidewalks, medians, and streetlights. In addition, a new traffic signal will be constructed at the intersection of Laurel Road and Sellers Avenue. The preliminary design of this project is underway which will determine the Right of Way needs of the project. Staff will be working on the Right of Way acquisition process and securing funding for this project which is estimated to be nearly $40M.

10. Laurel Road Widening Project (O'Hara Avenue to Cloverbrook Avenue

Project # 280
Schedule: Design is underway
Budget: $2,500,000
Funding Source: Traffic Impact Fee Fund

Laurel Road from O'Hara Avenue to Cloverbrook Avenue is the last section of Laurel Road that needs to be widened and improved. Laurel Road is a major Arterial Road and the City's designated truck route with a direct connection to Highway 4. This section of Laurel Road has not been widened or improved due to the lack of Right of Way and is starting to deteriorate due to the large volume of vehicles that use Laurel Road every day. Staff is working with the property owners at the intersection of Laurel Road and O'Hara Avenue to obtain the necessary right of way for the roadway widening. The design of this project will

begin promptly and will require major utility relocation of the Western Area Power Administration (WAPA) utility poles as a part of this project. This entire project will span over 3 to 4 years to complete, due to the complex nature of its various components.

11. Enrico Cinquini Park Construction Project

Project # 281
Schedule: Design is underway
Budget: $3,500,000
Funding Source: Park Impact Fee Fund

The developer of the Stonewood Subdivision, a collection of 262 lots, was conditioned to construct a new park (Enrico Cinquini Park) at the intersection of Rose Avenue and Carpenter Road. The obligation of the developer is the total amount of their Park Impact Fee ($2.1M), which would not be sufficient to construct this park and its associated facilities and features. As a result, the City will design and construct this park by utilizing the Park Impact Fee obligation of the developer, as well as supplementing it with additional City Park Impact fees. The beautiful and feature packed park for the community will include a new natural turf field, site grading, landscaping and irrigation, a half basketball court, a bocce ball court, a cornhole court, a splashpad water feature, a playground, and a covered picnic area.

12. City Hall Rooftop Solar Power Project

Project # 286
Schedule: Construction is underway
Budget: $5,500,000
Funding Source: Public Facility Impact Fee Fund

This project will install solar panels on the roof of the Civic Center to provide the electricity needed for the operation of the Civic Center facilities in a sustainable and environmentally friendly approach. The implementation of this project will reduce the carbon footprint of the Civic Center operations which is a part of the new Strategic Goals for the City. It is anticipated that the construction work will be completed by summer 2023

13. Senior Center Roof and HVAC Repair and Replacement Project

Project # 288
Schedule: Construction is underway
Budget: $80,000
Funding Source: CDBG Fund

The City of Oakley has leased the former fire station building located at 215 2nd Street to the Oakley Senior Citizens group. The roof is starting to deteriorate and needs to be restored before the rainy season, and the HVAC system is also failing and inadequate for the space. The rehabilitation project includes roof restoration and replacing the HVAC system to accommodate the needs of the Senior Center and its users. This work will be funded by the Community Development Block Grant (CDBG) funds, as well as the City of Oakley's matching funds.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

Each project listed in this report has a budgeted source of funds which have been approved by the City Council. These sources include Grants, Gas Tax, Measure J Sales Tax, Traffic Impact Fees, General Fund, Main Street Fund, and other Special Use funds. There is no fiscal impact associated with this CIP Update, this report is solely for informational purposes.

Staff Recommendation

The Oakley City Council should provide comments and input to staff on the CIP report for the Second Quarter of FY 2022/23.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: January 10, 2023

TO: Joshua McMurray, City Manager *Approved and Forwarded to the City Council*

FROM: Libby Vreonis, City Clerk

SUBJECT: **Appointment of City Council Standby Members for Newly Elected Councilmembers in the Event of a Declared Emergency**

Background and Analysis

Pursuant to Sections 8635-8641 of Article 15, Chapter 7, Division 1, Title 2 of the California Government Code, the City Council may appoint standby members in the event they are unavailable during a state of emergency. A Councilmember is deemed "unavailable" if "either killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his duties." (GC §8636)

On March 27, 2018, the Oakley City Council adopted Ordinance No. 04-18 to allow for the appointment of standby City Councilmembers in accordance with GC §8636.

The qualifications of a standby member should be carefully examined, the standby member must consent, and consideration should be given to places of residence and work "so that for each office for which standby officers are appointed there shall be the greatest probability of survivorship." (GC §8639) A standby member may be a resident or officer of another agency.

A standby member is required to take the oath of office, is appointed at will of the City Council, and may be removed by the City Council at any time with or without cause. (GC §8640)

A standby member must be informed of the duties of a Councilmember, be provided a copy of Article 15, keep informed of the business of the City Council to fill the position competently, immediately report for duty during a state of emergency and fill the position when the Councilmember is unavailable during a state of emergency. The standby member serves until the regular Councilmember becomes available or the appointment of a new regular Councilmember. (GC §8641)

Staff recommends the City Council appoint standby members Christian A. Lauritzen III, selected by recently elected Councilmember Henderson, and Sue Higgins selected by recently elected Councilmember Shaw. Staff recommends the City Council adopt a resolution confirming such action and direct the City Clerk to administer the oath of office to the appointed standby members. Pursuant to Ordinance 04-18, standby members accept the appointment upon taking the oath of office.

Fiscal Impact

None.

Staff Recommendation

Staff recommends the City Council appoint standby members Christian A. Lauritzen III and Sue Higgins and adopt a resolution confirming such action.

Attachments

1. Resolution

RESOLUTION NO. XX-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPOINTING STANDBY MEMBERS TO THE OAKLEY CITY COUNCIL IN THE EVENT OF A DECLARED EMERGENCY

WHEREAS, at the meeting of March 27, 2018, the Oakley City Council adopted Ordinance No. 04-18 which allows for the City Council to appoint standby members in the event of a declared emergency; and

WHEREAS, pursuant to Ordinance No. 04-18, following the initial appointment of standby City Councilmembers, standby members shall be appointed at the first regular Council meeting following the swearing-in of newly-elected or appointed City Councilmembers; and

WHEREAS, standby members have already been appointed for Mayor Meadows, Vice Mayor Williams and Councilmember Fuller; and

WHEREAS, newly elected Councilmembers Henderson and Shaw have selected standby members to appoint; and

NOW, THEREFORE, **BE IT RESOLVED** by the City Council of the City of Oakley that the following standby members are appointed to serve in the event of a declared emergency as a City Councilmember when the designated elected City Councilmember is "unavailable" as defined in Government Code Section 8636:

Councilmembers	Appointed Standby City Councilmember
Hugh Henderson	Christian A. Lauritzen III
Shannon Shaw	Sue Higgins

PASSED, APPROVED AND ADOPTED this 10th day of January 2023 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: December 13, 2022

TO: Mayor and Members of the City Council *Approved and Forwarded to the City Council*

FROM: Derek P. Cole, City Attorney

SUBJECT: A Resolution of the City Council of the City of Oakley Appointing the Mayor and Vice Mayor as the City Council's Subcommittee for City Manager Employment Matters

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Background and Discussion

During its November 8, 2022 City Council meeting, the Council heard a report about options for negotiating over salary, benefit, and related employment matters concerning the City Manager. The Council was advised that the historic practice has been that a subcommittee of the Mayor and Vice-Mayor has handled negotiations for the Council. The City Council enacted a formal resolution to this effect in 2010, but that resolution was by its terms limited to that calendar year.

Consistent with the direction the Council provided on November 8, 2022, the proposed resolution would codify the historic practice of appointing the Mayor and Vice Mayor as the Council subcommittee for City Manager employment matters. Unlike the 2010 resolution, the proposed resolution would remain in effect until amended, superseded, or rescinded by further resolution.

Responding to discussion during the Council's previous consideration, the proposed resolution directs the Subcommittee to receive direction in closed session from the full Council before commencing negotiations concerning any employment matter.

Attachments

1. Proposed Resolution

RESOLUTION NO. XX-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPOINTING THE MAYOR AND VICE MAYOR AS THE CITY COUNCIL'S SUBCOMMITTEE FOR CITY MANAGER EMPLOYMENT MATTERS

WHEREAS, the practice of the City Council has been that the Mayor and Vice Mayor serve as the Council's representatives for any negotiations with the City Manager concerning salary, benefits, and terms of employment; and

WHEREAS, the City Council desires to codify this practice by creating a City Council subcommittee for purpose of negotiations concerning City Manager employment matters; and

WHEREAS, as a condition for creation of this Subcommittee, the City Council directs that the Mayor and Vice Mayor consult with the full City Council, in a properly scheduled and noticed closed-session discussion, before commencing any negotiations with the City Manager.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Oakley appoints the Mayor and Vice Mayor as the City Council's subcommittee for negotiations with City Manager concerning any employment-related matters.

BE IT FURTHER RESOLVED, the appointment of the Mayor and Vice Mayor to this subcommittee shall continue until this resolution is modified, rescinded, or superseded by subsequent resolution.

PASSED, APPROVED AND ADOPTED this 10th day of January 2023 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: **January 10, 2023**

TO: **City Council**

Approved and Forwarded to the City Council

FROM: **Joshua McMurray, City Manager**

SUBJECT: **Authorization for the City Manager to Execute the Second Amendment to a Purchase and Sale Agreement with the Yellow Roof Foundation for the sale of one additional property located at 4921Teakwood Drive (APN: 035-322-022) which will lead to the construction of 2 additional affordable housing units**

Background and Analysis

This is a follow-up item to the item discussed at the September 27th City Council meeting. As background, at that City Council Meeting, Staff brought an item forward that identified one surplus property and asked the City Council for authorization to move forward with the notification process as required by AB 1255 and AB 1486. Essentially, that notification process allowed affordable housing developers to show early interest and required the City to negotiate in good faith in the hopes of disposing of the property, in the event an affordable housing developer submitted a Letter of Intent (LOI). That authorization from September 2022 was granted and Staff proceeded with the notification process. During that notification process, the City received a LOI from the Yellow Roof Foundation (YRF) that explained their interest in the parcel and that they would like to combine that parcel with the three to the south that are already under contract to be sold to them. That LOI is attached as Attachment 3 to this report. As a result of that LOI, the First Amendment to the Purchase and Sale Agreement was signed to allow the YRF more time to conduct their due diligence in anticipation of this fourth lot being added. That First Amendment is attached to this report and is the basis for why this action would be the Second Amendment to the original Purchase and Sale Agreement signed this past August..

The parcel that is the subject of this report and the LOI is located on Teakwood Drive and are more specifically identified as 4921Teakwood Drive (APN: 035-322-022). This parcel is adjacent to the three parcels already under contract, 4981, 4901 and 4911 Teakwood Drive (APN's: 035-322-019, 035-322-020, 035-322-021). The LOI, attached,

has an offer of $100,000 for the parcel. The YRF would like to purchase the lot to continue with the plan to construct deed restricted affordable housing in the form of a single-family residence on the lot with each home having an attached Accessory Dwelling Unit (ADU). A concept plan including a floor plan and elevation is attached to give perspective to what the YRF is intending to construct. This is the same concept that was previously presented to the City. They intend to build what would look like a more traditional one-story home with a slightly higher roof line, which allows them to tuck the ADU on a true second floor, without the bulk and scale of a traditional two-story home.

Approval of this item would amend the existing Purchase and Sale Agreement, thereby formally agreeing to sell the fourth parcel to the Yellow Roof Foundation. Staff is supportive of this agreement and the project as conceptually proposed does directly address the affordable housing issue that exists within the City and these units would count towards the units the City needs to plan for in this next Housing Element cycle.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Community and Economic Development goal of Strategic and Thoughtful Growth, specifically the objective that requires the City provide affordable housing sites that meet our legislated Regional Housing Needs Allocation (RHNA).

Fiscal Impact

The City stands to generate approximately $100,000 of gross revenue off of the sale of the City owned parcel.

Staff Recommendation

Staff recommends that the Council adopt the resolution approving the Second Amendment to the Purchase and Sale Agreement with Yellow Roof Foundation for the sale of the real property located at 4921 Teakwood Drive (APN: 035-322-022).

Attachments

1. September 27, 2022 Staff Report
2. Yellow Roof Foundation Purchase and Sale Agreement First Amendment
3. Yellow Roof Foundation Purchase and Sale Agreement Second Amendment
4. Yellow Roof Foundation LOI
5. Concept Plans from August 2022
6. Draft Resolution

Agenda Date: _____

Agenda Item: _____

OAKLEY
CALIFORNIA

STAFF REPORT

Date: September 27, 2022

To: City Council

From: Joshua McMurray, City Manager

Subject: **Adopt a resolution declaring one property as "Surplus" and direct Staff to provide the notices required by AB 1255 and AB 1486**

Summary and Background

Two specific laws relating to City-owned surplus properties, AB 1255 and AB 1486, became effective January 1, 2020. Both laws provide regulations for cities to prepare a list of its surplus land, and to then make the surplus land available to affordable housing developers, school districts, and other public agencies before disposing of the property. The list of surplus land must also be reported to the California Department of Housing and Community Development (HCD). The term "surplus" is explained as properties "*in excess of its foreseeable needs*" and that are "*no longer necessary for the agency's use*."

The City Council took action a year ago that identified several properties as surplus. The purpose of this staff report is to provide information regarding one additional property that has been identified and to seek the City Council's approval of the property identified in Table 1.

Table 1: Proposed Surplus Properties

	Property Address and APN	Parcel Size	Condition
1.	**4921 Teakwood Drive** 035-322-022	0.24-acres	Vacant

Further, we seek City Council's direction to submit the list to HCD and specific entities mentioned in these new laws. Specifically, those to be notified of the surplus properties list are:

- low- and moderate income housing to housing sponsors that have notified the California Department of Housing and Community Development of their interest in surplus land;

- county park and recreation departments and regional park authorities land that have jurisdiction over the area where the land is located, and the State Resources agency;

- school districts in the city thathave jurisdiction over the area where the land is located; and,

- to any county,city, public transportation agency, or housing authority within whose jurisdiction the surplus land is located.

Any entity receiving a written notice of availability has 60 days to notify the City in writingof its interest in purchasing or leasing the surplus land. If the City receives multiple notices of interest from entities to whom the notice was sent, the City is required to give first priority to the entity that agrees to use the site for affordable housing purposes as specified in the regulations. If more than one entity proposes the same number of affordable units, the city must give priority to the entity that proposes the deepest average level of affordability.

The city is required to negotiate in good faith with the interested entity for at least 90 days. If a price or terms cannot be agreed upon during that time period, or if no entity expresses interest after the initial 60 days, the City may dispose ofthe properties without further regard to the regulations of AB 1255 and AB 1486. There are serious remedies and significant penalties for cities who do not properly follow the provisions of AB 1255 and AB 1486.

Fiscal Impact
Undetermined

Recommendation
Adopt the resolution declaring the property listed in Table 1 as “surplus” and direct Staff to provide the notices required by AB 1255 and AB 1486.

Attachments
1. Resolution
2. Aerial maps of the property location

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AND NOT NECESSARY FOR THE CITY'S USE

WHEREAS, the City of Oakley ("City") is the owner in fee simple of certain real property located at various locations within the City and described in Exhibit "A" attached hereto and made a part of hereof ("Properties"); and

WHEREAS, under the Surplus Property Land Act, Government Code Sections 54220-54233 ("Act"), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City's use. The land must be declared either surplus land or exempt surplus land; and

WHEREAS, under the Act, land is necessary for the City's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the City Council, for City work or operations; and

WHEREAS, City staff has evaluated the Property for it's potential to be used for City work or operations; and

WHEREAS, City staff has determined that the Property is not suitable for the City's use; and

WHEREAS, the City Council desires to declare that the Property is surplus land and not necessary for the City's use; and

WHEREAS, the Act requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written notice of availability of the Property to certain designated entities; and

WHEREAS, the accompanying staff report provides supporting information upon which the declaration and findings set forth in this Resolution are based;

NOW, THEREFORE, the City Council hereby resolves as follows:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The City Council hereby declares that the Property is surplus land and not necessary for the City's use. The basis for this declaration is that the property is a residential parcel and no planned city facility or building that the City can financially afford is feasible for the site.

SECTION 3. Staff is hereby directed to send a notice of availability, to the entities designated in Government Code Section 54222 ("Designated Entities") by electronic mail or by certified mail.

SECTION 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). City staff has determined that the designation of the properties as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the properties are sold to a purchaser and that purchaser proposes a use for the property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

SECTION 6. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act with any of the Designated Entities that submit a written notice of interest to purchase or lease the Property in compliance with the Act.

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 27th day of September 2022, 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:

_____
Randy Pope, Mayor

ATTEST:

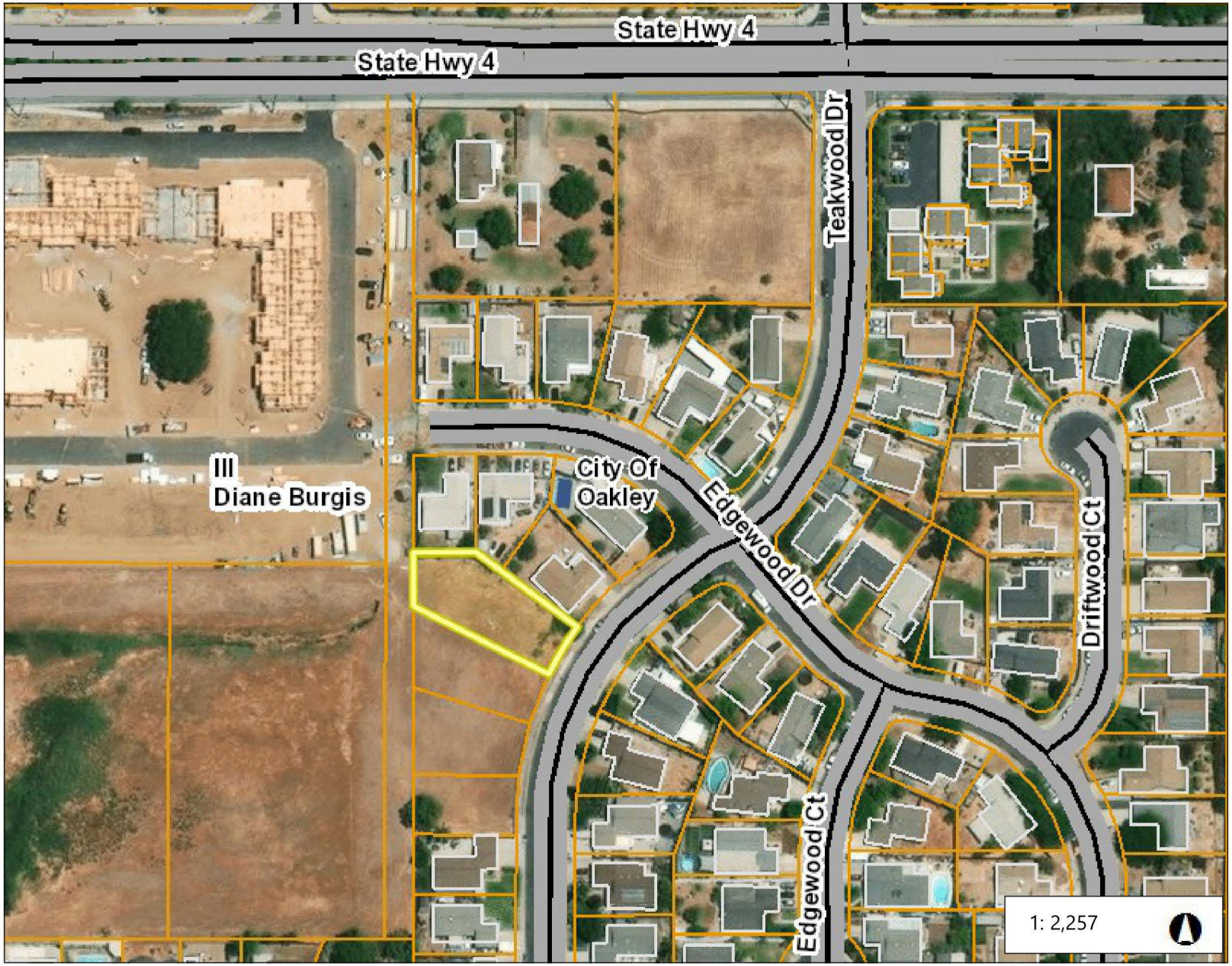
_____
Libby Vreonis, City Clerk

_____
Date

Exhibit “A”

	Property Address and APN	Parcel Size	Condition
1.	**4921 Teakwood Drive** 035-322-022	0.24 acres	Vacant

4921 Teakwood Drive APN: 035-322-022



Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- Streets
- Building Footprints
- Assessment Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

Notes

Contra Costa County -DOIT GIS

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("**First Amendment**") is dated October 12, 2022 for reference purposes only, by and between YELLOW ROOF FOUNDATION, INC., a California non-profit public benefit corporation ("**Buyer**") on the one hand, and the CITY OF OAKLEY, a California municipality ("**Seller**") on the other hand. Buyer and Seller may be hereinafter referred to as the "**Parties**." This First Amendment shall be effective upon execution by Buyer and Seller (the "**Effective Date**").

RECITALS

A. WHEREAS, Seller and Buyer have entered into that certain Purchase and Sale Agreement and Escrow Instructions (the "**PSA**") whereby Seller agrees to convey to Buyer three single-family lots commonly known as 4891 Teakwood Drive, 4901 Teakwood Drive, and 4911 Teakwood Drive and more particularly known as Assessor's Parcel Numbers 035-322-019, 035-322-020 and 035-322-021, as identified in the PSA at **Exhibit A**.

B. WHEREAS, the Parties to the PSA desire to modify the PSA as hereinafter set forth.

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

AGREEMENT

1. Due Diligence Period. Notwithstanding anything to the contrary in the PSA, Seller and Buyer agree to extend the Due Diligence Period through the earlier of the following: (a) fifteen (15) days following Seller's selection of a buyer for the Seller-owned parcel of land known as Assessor's Parcel Number 035-322-022; or (b) April 11, 2023. In the event that the Buyer is selected as the purchaser of Assessor's Parcel Number 035-322-022, the PSA shall be further amended to reflect a revised Property description.

2. Miscellaneous.

(a) All Other PSA Terms in Effect. Except to the extent the PSA is modified by this First Amendment, all other terms and conditions of the PSA will continue in full force and effect. In the event of a conflict between the terms of the PSA and the terms of this First Amendment, the terms of this First Amendment shall prevail.

(b) Entire Agreement. This First Amendment represents the entire agreement of Seller and Buyer with respect to the subject matter hereof, and the terms hereof shall not be amended or changed by any oral representation or agreement. This First Amendment shall become effective only upon execution and delivery by both Seller and Buyer.

(c) Successors. This First Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

(d) Counterparts & Signatures. This First Amendment may be executed in counterparts, and all signed counterparts shall, together, shall constitute one amendment. A party's signature on this First Amendment may be transmitted by facsimile or electronic mail or other electronic means, and such signature shall be deemed an original for all purposes and shall be binding.

(e) Authority. Each party represents and warrants that all approvals, if any, that may be required by third parties to amend the PSA have been obtained. Each signatory of this First Amendment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

(f) Definitions. All undefined capitalized terms set forth in this First Amendment shall have the meaning set forth in the PSA, unless otherwise modified herein.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment effective as of the last date set forth below.

SELLER:

CITY OF OAKLEY,
a California municipality

_____ Dated: 10/14/2022
By: Joshua McMurray
Its: City Manger

BUYER:

YELLOW ROOF FOUNDATION, INC.,
a California non-profit public benefit corporation

_____ Dated: 10-14-22
By: Trent Sanson
Its: Director

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("**Second Amendment**") is dated December 6, 2022 for reference purposes only, by and between YELLOW ROOF FOUNDATION, INC., a California non-profit public benefit corporation ("**Buyer**") on the one hand, and the CITY OF OAKLEY, a California municipality ("**Seller**") on the other hand. Buyer and Seller may be hereinafter referred to as the "**Parties**." This Second Amendment shall be effective upon execution by Buyer and Seller (the "**Effective Date**").

RECITALS

A. WHEREAS, Seller and Buyer have entered into that certain Purchase and Sale Agreement and Escrow Instructions, as amended by that First Amendment to Purchase and Sale Agreement and Escrow Instructions dated October 12, 2022 (collectively, the "**PSA**") whereby Seller agrees to convey to Buyer three single-family lots commonly known as 4891 Teakwood Drive, 4901 Teakwood Drive, and 4911 Teakwood Drive and more particularly known as Assessor's Parcel Numbers 035-322-019, 035-322-020 and 035-322-021, as identified in the PSA at **Exhibit A**.

B. WHEREAS, the Parties to the PSA desire to modify the PSA as hereinafter set forth.

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

AGREEMENT

1. Definition of Land. Notwithstanding anything to the contrary in the PSA, Seller and Buyer agree to augment the definition of the defined term "Land" in the PSA to include a fourth parcel of real property, commonly known as 4921 Teakwood Drive, Oakley and more particularly know as Assessor's Parcel Number 035-322-022 (the "**Fourth Lot**"). All references to the Land (including references to the Property or the Real Property) in the PSA shall include the Fourth Lot.

2. Purchase Price. Section 3 of the PSA is hereby amended such that the Purchase Price for the Property, including the Fourth Lot, shall be Four Hundred Thousand and 00/100 Dollars ($400,000.00) (the "**Purchase Price**").

3. Miscellaneous.

(a) All Other PSA Terms in Effect. Except to the extent the PSA is modified by this Second Amendment, all other terms and conditions of the PSA will continue in full force and effect. In the event of a conflict between the terms of the PSA and the terms of this Second Amendment, the terms of this Second Amendment shall prevail.

(b) Entire Agreement. This Second Amendment represents the entire agreement of Seller and Buyer with respect to the subject matter hereof, and the terms hereof shall not be amended or changed by any oral representation or agreement. This Second Amendment shall become effective only upon execution and delivery by both Seller and Buyer.

(c) Successors. This Second Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

(d) Counterparts & Signatures. This Second Amendment may be executed in counterparts, and all signed counterparts shall, together, shall constitute one amendment. A party's signature on this Second Amendment may be transmitted by facsimile or electronic mail or other electronic means, and such signature shall be deemed an original for all purposes and shall be binding.

(e) Authority. Each party represents and warrants that all approvals, if any, that may be required by third parties to amend the PSA have been obtained. Each signatory of this Second Amendment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

(f) Definitions. All undefined capitalized terms set forth in this Second Amendment shall have the meaning set forth in the PSA, unless otherwise modified herein.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment effective as of the last date set forth below.

SELLER:

CITY OF OAKLEY,
a California municipality

_____ Dated: _____
By:
Its:

BUYER:

YELLOW ROOF FOUNDATION, INC.,
a California non-profit public benefit corporation

_____ Dated: _____
By:
Its:

YellowRoof
FOUNDATION
Home for a brighter tomorrow

October 12, 2022 (*via e-mail*)

Josh McMurray, City Manager
City of Oakley
3231 Main Street
Oakley, CA 94561

Re: *Supplemental* Letter of Intent to Acquire APN 035-322-022 on Teakwood Drive (vacant SFD lot) for the Creation of 100% Affordable Rental Housing Units for those at risk of Homelessness – *to be added to the other 3 lots already being acquired by YRF*

Dear Mr. McMurray:

Thank you very much for the opportunity for us to present you with this supplemental Letter of Intent for the City's 4th surplus lot on Teakwood Drive that is suitable and slated for building new housing on, and we can add to our already ongoing efforts to build the envisioned affordable housing on the other 3 adjacent surplus lots Yellow Roof Foundation is under contract on with the City of Oakley. We are very excited for this opportunity to work with the City of Oakley in creating much needed affordable housing for the City and the overall region on this lot to add to our ongoing efforts next door as every new housing unit will go a long way in helping those at risk of becoming unhoused.

The following paragraphs in this letter are intended to outline the main deal points for a forthcoming Purchase and Sale Agreement ("Agreement") and will be used to guide preparation of that Agreement.

Yellow Roof Foundation ("YRF") would like to enter into a Purchase and Sale Agreement ("Agreement") with the City of Oakley ("City"). The following are the main deal points for Agreement preparation if accepted:

A. Property & Proposed Project:
The Property is located at on Teakwood Drive, City of Oakley, Contra Costa County, California being APN 035-322-022and contains one (1) existing and legal single family home lot.

In order to blend in with the existing/surrounding neighborhood, YRF is envisioning building a home with an Accessory Dwelling Unit built into the structure to give the appearance of a single-family home fitting in with the neighborhood and the other construction efforts on the other 3 lots next door. YRF's model is to provide affordable rental housing, so each unit would be owned and managed by YRF and the vertically integrated team to manage construction, renting, and ongoing property management.

925-291-6913
1200 Willow Pass Court
Concord, CA 94520
info@yellowrooffoundation.org
www.yellowrooffoundation.org

B. Purchase Price & Deed Restriction:

To follow the already agreed upon per lot price for these surplus lots on Teakwood, YRF is offering **One Hundred Thousand Dollars ($100,000)** for this extra surplus lot in question.

YRF also offers to deed restrict the affordable housing units at lower income levels for a fifty-five (55) year period to aid the City in boosting RHNA reporting on lower income housing creation and would respectfully ask the City to consider providing relief/waivers on various permit/impact fees with this being a vision for a 100% charitable-affordable housing project on already existing-legal residential lots.

C. Feasibility Period:

TO BE DISCUSSED FURTHER – City & YRF able to add to existing Agreement for the first three surplus lots or need to be a separate contract/deal?

D. Processing Responsibility:

It will be YRF's responsibility to obtain all required approvals to obtain all necessary building permits to construct the envisioned affordable housing residential community and shall be responsible for all related costs and expenses to obtain such approvals. City shall cooperate with all required applications and materials prepared by YRF to obtain required permits.

Being a wholly charitable foundation with a mission to create affordable housing opportunities, YRF respectfully and humbly requests the City to provide relief or waive application, permitting, and plan check fees, etc. for obtaining building permits.

E. Escrow Closing:

The Close of Escrow shall occur within ten (10) calendar days following YRF clearing the allotted Feasibility Period. ***OR TO BE DISCUSSED IF ADDED TO EXISTING AGREEMENT FOR THE FIRST THREE LOTS?***

F. Property Condition:

City shall deliver Property to YRF in a condition that is clean and suitable for residential development with no hazardous waste and/or environmental materials on the property, with no lease encumbrances, and clean/lien-free title.

G. Representations and Warranties:

City shall provide customary representations and warranties to YRF in the forthcoming Purchase and Sale Agreement.

H. Confidentiality

YRF and City each agree that to the extent possible, they shall treat as confidential any information received from the other party relating to this Offer to Purchase or the purchase of the Subject Property. The parties further agree that they shall use all such information solely for the purpose of evaluating the merits of the proposed transaction and shall not disclose or permit the disclosure of, such information to any unrelated third parties without the other party's express written consent. Each party will immediately upon the written request of the other party, return to that party all such information (including all copies thereof), or if so directed, destroy such information and furnish a letter stating that such information has been destroyed.

I. Other Terms

City shall assign all work product related to the Property to YRF, to the extent any exists. This includes all documents, plans sets, permits, entitlements, pre-paid fees, and other related materials to YRF upon the close of escrow, to the extent they exist.

This Letter of Intent merely contains the general terms and conditions of our agreement and is not intended to be representative of all the terms and conditions that will be included in the final purchase and sale agreement. This Letter of Intent does not create any legally binding rights or obligations on City or YRF.

If the basic outline of this agreement, as presented above, is acceptable to the City, City shall countersign this letter. Immediately thereafter, City & YRF shall initiate the preparation of a Purchase and Sale Agreement to be presented in draft form within ten (10) business days from the signing of this letter, ***or determined if can be added to existing contract for the first 3 lots through a quick addendum***.

Thank you once again for allowing us the opportunity to present this offer. We are very excited about this opportunity, and we look forward to your response!

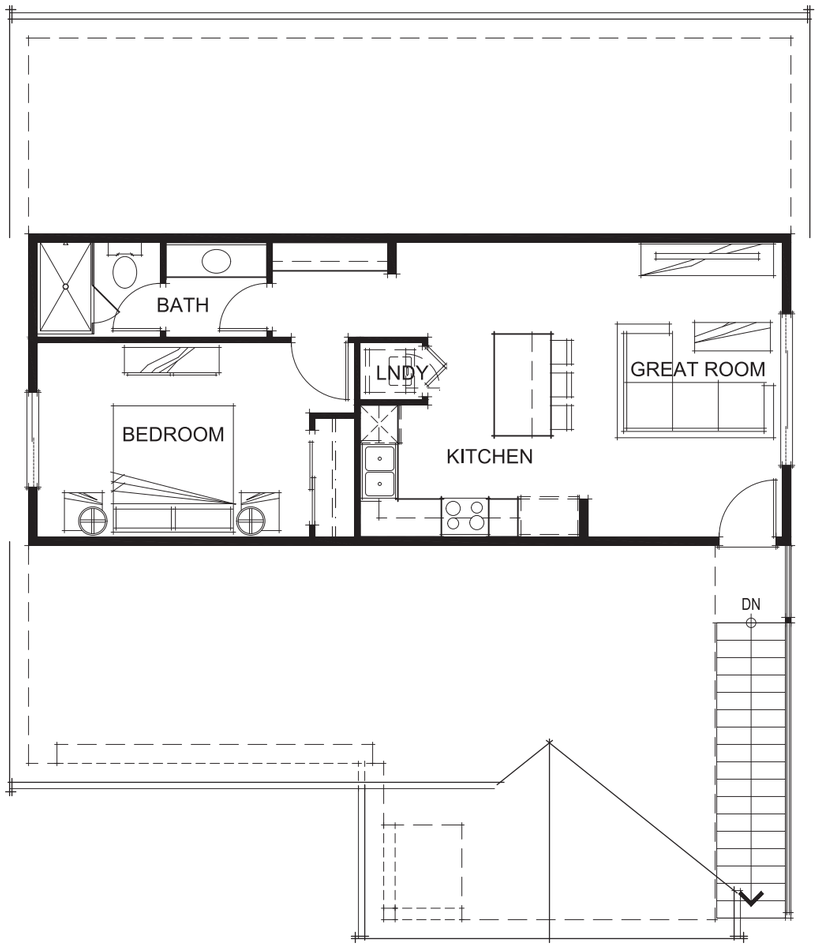
Respectfully,

Trent Sanson
Director

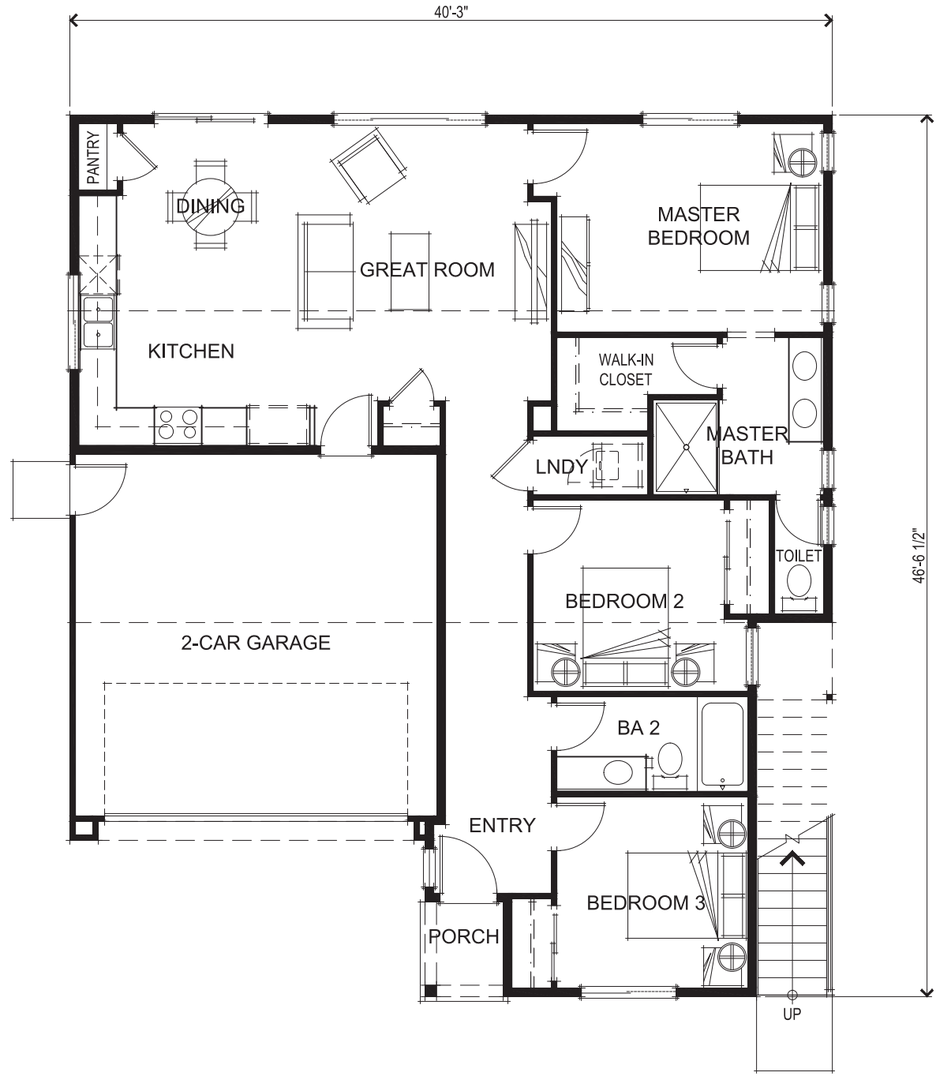
AGREED TO AND ACCEPTED BY CITY

Josh McMurray — 10/14/2022

(City) (Date)



SECOND FLOOR PLAN



FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	1225 SQ. FT.
SECOND FLOOR ADU	662 SQ. FT.
2-CAR GARAGE	375 SQ. FT.

0 1' 2' 3' 4' 8'

DeNova Homes
1500 Willow Pass Court, Concord, CA 94520
925.685.0110

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



FARMHOUSE FRONT ELEVATION

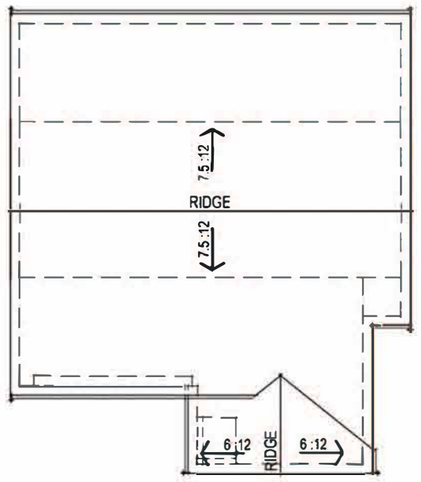


RANCH FRONT ELEVATION

0 1' 2' 3' 4' 8'

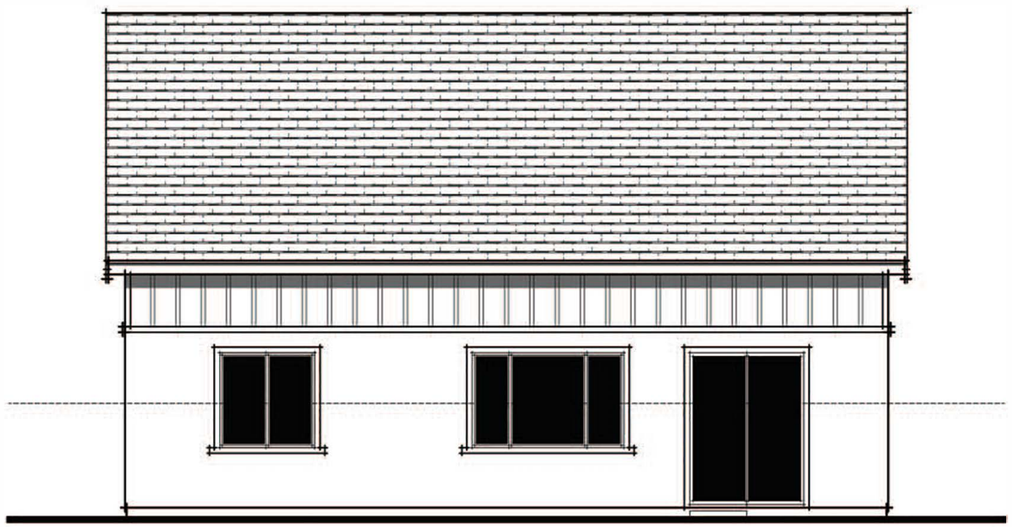
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1500 Willow Pass Court, Concord, CA 94520
925.685.0110

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3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



FARMHOUSE ROOF PLAN

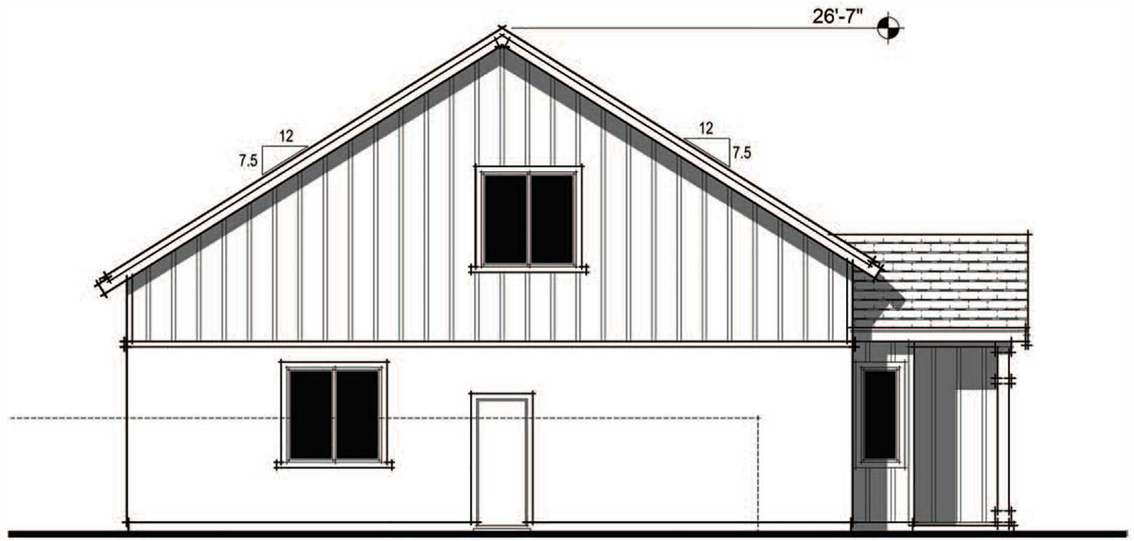
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FARMHOUSE REAR ELEVATION



FARMHOUSE RIGHT ELEVATION

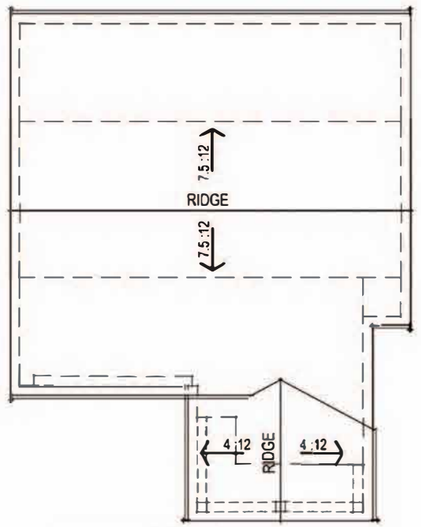


FARMHOUSE LEFT ELEVATION

0 1' 2' 3' 4' 8'

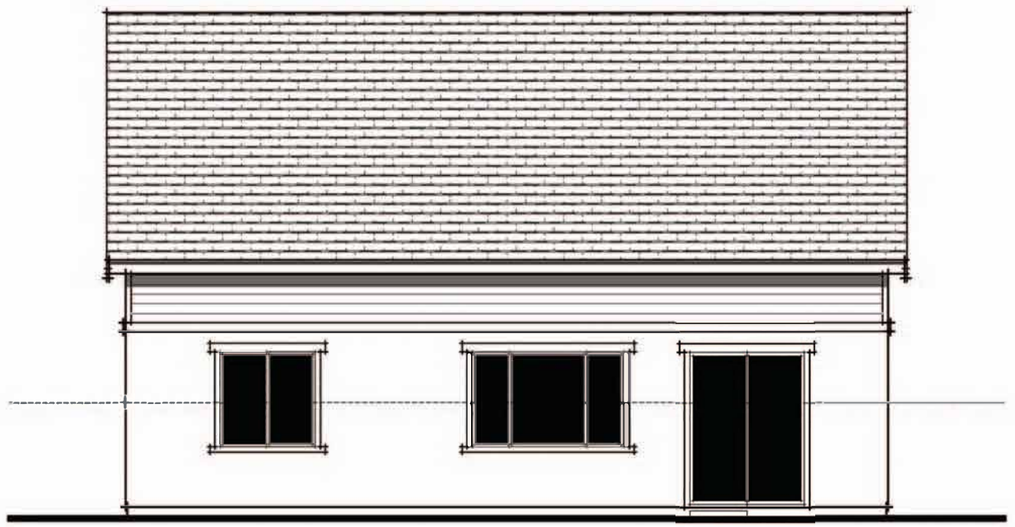
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RANCH ROOF PLAN

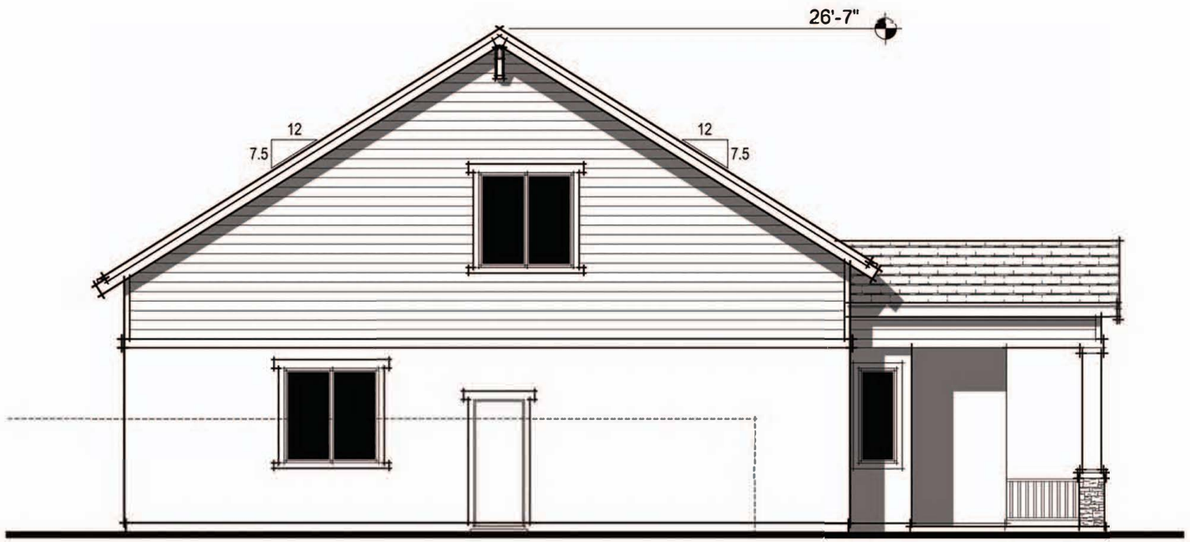
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RANCH REAR ELEVATION



RANCH ELEVATION



RANCH LEFT ELEVATION

0 1' 2' 3' 4' 8'

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RESOLUTION NO. XX-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH THE YELLOW ROOF FOUNDATION FOR THE SALE OF THE PROPERTY LOCATED AT 4921 TEAKWOOD DRIVE (APN: 035-322-022) WHICH WILL LEAD TO THE CONSTRUCTION OF 2 ADDITIONAL AFFORDABLE HOUSING UNITS

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 Second Amendment to the Purchase and Sales Agreement between the City and with the Yellow Roof Foundation for the sale of one additional parcel more specifically identified as 4921 Teakwood Drive (APN: 035-322-022).

PASSED, APPROVED AND ADOPTED this 10th day of January 2023 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Aaron Meadows, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: January 10, 2023

TO: Joshua McMurray, City Manager *Approved and Forwarded to the City Council*

FROM: Tim Przybyla, Finance Director

SUBJECT: Consideration of a Resolution Approving an Agreement between Tyler Technologies and the City of Oakley for the Conversion from the Tyler Eden Enterprise Resource Planning (ERP) System to the Tyler Enterprise ERP System and Authorizing the City Manager to Execute the Agreement

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Background and Analysis

The City of Oakley has utilized the Tyler Eden ERP system as its primary financial software program since 2000, and the system has provided the necessary basic services that the City has needed as the City has grown and developed since that time. However, technology has progressed considerably since 2000 and Tyler Eden has not stayed at the forefront of such progress. In fact, Tyer Eden is being sunset, and Tyler Technologies (Tyler) will no longer provide support for Tyler Eden, effective March 1st of 2027, and Tyler Enterprise ERP (formerly known as Tyler Munis) is the platform that Tyler Technologies is supporting as its flagship product to replace Tyler Eden.

When the City purchased Tyler Eden, the City purchased it under Tyler's Evergreen licensing model, which allowed for upgrades to other Tyler products without having to pay for the licensing. However, Tyler Technologies has now abandoned that model and has moved to the SaaS (software as a service) model, which is offered as a subscription and does not require the purchase of licensing. With that in mind and knowing that the City had paid for licensing, staff negotiated with Tyler and was able to secure very competitive pricing that will keep the annual subscription costs much lower than many cities of similar size.

Tyler Enterprise ERP is a leading ERP system, being used by more than 2,350 public sector clients throughout the Country, and it provides a fully-integrated-system that will allow the City to increase productivity, gain efficiencies, and improve our overall operational effectiveness. The new system will allow us to automate many of our manual workflows and business processes as well as move towards a paperless environment by taking advantage of the tools built into the document management system. The current reporting capabilities with Eden are limited and are not easily

customized for reports or queries. The new system has several reporting options which will allow the City to make more timely and accurate decisions as well as provide us with the ability to share information more easily with Citizens and City personnel. So, rather than utilizing City resources to go through an exhaustive request for proposals (RFP) process, the City elected to utilize the Sourcewell procurement method, which streamlined the process and eliminated the need for an RFP.

Completing the conversion from one ERP system to another is always an arduous and time-consuming project, which creates a much more difficult workload for all the city staff who are involved in the process, and City staff is already working diligently to keep up with the existing workload. Therefore, it will be important to factor that observation into the expectations of staff during this approximately three-year project. To assist with the management of this project and to help ensure the success of the Tyler conversion, staff is proposing in a separate staff report to bring on expert consultants who are experienced with ERP conversions and will act as our project managers.

If these agreements are approved by the City Council, staff will work closely with the Tyler representatives and our consultants to schedule the timing for the implementation of the various modules that are being proposed for approval in the agreement. However, the tentative schedule calls for the kick-off of the conversion to take place in early July, with the last module projected for completion by March of 2026.

Consistency with the Oakley Strategic Plan 27+

This agenda item is consistent with the Strategic Plan 27+'s Finance and Fiscal Responsibility Goal for the City of Oakley to leverage its financial resources for the long-term benefit of our residents and businesses while maintaining sufficient reserves to provide stability and ensure a successful future. It is also consistent with the Finance and Fiscal Responsibility Objective to modernize Oakley to accommodate growth and improve efficiency by funding technology.

Fiscal Impact

There is no fiscal impact on the City's General Fund of adopting this resolution. The City is using ARPA funding to leverage it financial resources for the long-term benefit of the City. The proposed agreement calls for a total use $909,983 of ARPA funds over the roughly three years of this ERP conversion project, including $405,456 of recurring annual subscription and maintenance costs. Travel expenses will be an additional cost, also paid for with ARPA fund, and are estimated to be $30,140. Total costs, including travel expenses are estimated to be $940,123.

Staff Recommendation

Staff recommends the City Council adopt the resolution approving an agreement between Tyler Technologies and the City of Oakley for the conversion from the Tyler Eden Enterprise Resource Planning (ERP) System to the Tyler Enterprise ERP System and authorizing the City Manager to execute the agreement.

Attachments

1. Resolution
2. Tyler Agreement

RESOLUTION NO. XX-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLIGES, INC., FOR THE CONVERSION FROM THE TYLER EDEN ENTERPRISE RECOURCE PLANNING (ERP) SYSTEM TO THE TYLER ENTERPRISE ERP SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley plans to replace the current Tyler Eden Enterprise Resource Planning (ERP) system that is nearing the end of its lifespan; and

WHEREAS, the City of Oakley has appropriated funding from the American Rescue Plan Act (ARPA) to improve efficiency by funding technology improvements and in protecting its infrastructure; and

WHEREAS, City staff have selected Tyler Enterprise ERP as the ERP system to best fit the needs of the City of Oakley, now and into the future; and

WHEREAS, Tyler Technologies Inc. is a leading provider of ERP solutions in the municipal government market; and

WHEREAS, Tyler Technologies Inc. will perform the work outlined in the Software as a Service Agreement for the proposed cost of $940,123, including estimated travel expenses; and

WHEREAS, ARPA funds have been appropriated for use on such technology projects;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Oakley City Council approves the software as a service agreement between Tyler Technologies, Inc. and the City of Oakley and authorizes the City Manager to execute the agreement.

PASSED, APPROVED AND ADOPTED this 10th day of January 2023 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Aaron Meadows, Mayor

ATTEST:

_____

_____

Libby Vreonis, City Clerk Date

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 118499.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Enterprise Resource Planning software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means City of Oakley, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A

contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or

indicated at Exhibit D.

- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B –SAAS SERVICES

1. Rights Granted.

   1.1 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the

request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the "Evergreen Modules") and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with

any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not

warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on July 1, 2023, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent

caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that

party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: Migration Modules
	Schedule 2: Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Oakley

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Oakley
3633 Main Street
Oakley, California 94561-5779
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation inserted on the following pages.

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Exhibit A
Schedule 1
Migration Modules

Cash Register Interface Support
Financials Support
Licensing Support
Parcels w/ Permits Support
Project Accounting Support
Permits & Inspections Support Web
Tyler Cashiering Support
Payroll Support
Human Resources Support
Human Resources Support Web
Tyler Cashiering

Exhibit A
Schedule 2
Investment Summary

Tyler sales quotation inserted on the following pages.

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Quoted By:	Jason Cloutier
Quote Expiration:	03/01/23
Quote Name:	City of Oakley-ERP-Munis
Quote Description:	City of Oakley Munis SaaS 10.26.22
Saas Term	3.00

Sales Quotation For:

City of Oakley
3633 Main St
Oakley CA 94561-5779
Phone: +1 (925) 625-7000

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	160	$ 11,904.00
Accounts Payable	1	40	$ 3,759.00
Budgeting	1	40	$ 3,759.00
Capital Assets	1	40	$ 3,194.00
Cash Management	1	20	$ 2,078.00
Contract Management	1	20	$ 1,368.00
Project & Grant Accounting	1	32	$ 2,480.00
Purchasing	1	64	$ 5,306.00
Vendor Access	1	24	$ 2,900.00
Human Resources Management			
Human Resources & Talent Management	1	120	$ 4,333.00
Payroll with Employee Access	1	192	$ 6,199.00
Time & Attendance - Up to 150 Employees	1	112	$ 7,001.00
Time & Attendance Mobile Access	1	0	$ 3,003.00

Revenue Management			
Accounts Receivable	1	72	$ 2,766.00
Business Licenses	1	120	$ 3,023.00
Cashiering	1	40	$ 4,562.00
General Billing	1	32	$ 1,920.00
Civic Services			
Civic Access - Community Development	1	24	$ 5,106.00
Community Development Suite	10	272	$ 10,560.00
Decision Engine	1	8	$ 7,000.00
e-Reviews	1	80	$ 8,539.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	16	$ 2,012.00
My Civic	1	44	$ 8,000.00
Report Toolkit	1	0	$ 1,488.00
Workforce Mobile	5	16	$ 1,760.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	12	176	$ 11,472.00
Internal Requests License	1	0	$ 883.00
Content Management			
Content Manager Core	1	32	$ 5,954.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	76	$ 10,952.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	8	$ 1,460.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	$ 5,440.00
GIS	22	8	$ 6,512.00
Sub-Total:			$ 156,693.00
Less Discount:			$ 21,282.00
TOTAL		**1888**	**$ 135,411.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
EAM Post Go Live Support	80	$ 175.00	$ 0.00	$ 14,000.00	$ 0.00
EnerGov Post Go Live Supprt	80	$ 175.00	$ 0.00	$ 14,000.00	$ 0.00
Executive Insights Implementation	1	$ 4,800.00	$ 0.00	$ 4,800.00	$ 0.00
Financials Post Go Live Support	80	$ 175.00	$ 0.00	$ 14,000.00	$ 0.00
HCM Post Go Live Support	80	$ 175.00	$ 0.00	$ 14,000.00	$ 0.00
Project Management	332	$ 175.00	$ 0.00	$ 58,100.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 33,927.00	$ 0.00
Onsite Implementation	504	$ 200.00	$0.00	$ 100,800.00	$ 0.00
Remote Implementation	1384	$ 175.00	$0.00	$ 242,200.00	$ 0.00
TOTAL				**$ 495,827.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 135,411.00
Total Tyler Services	$ 495,827.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 495,827.00**	**$ 135,411.00**
Contract Total	**$ 902,060.00**	
Estimated Travel Expenses excl in Contract Total	**$ 28,770.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	$ 1,000.00	$ 500.00	$ 500.00
AC - Budgets up to 3 years	1	$ 1,000.00	$ 500.00	$ 500.00
AC Standard COA	1	$ 2,000.00	$ 1,000.00	$ 1,000.00
Accounts Payable				
AP - Checks up to 5 years	1	$ 2,200.00	$ 1,100.00	$ 1,100.00
AP - Invoice up to 5 years	1	$ 2,800.00	$ 1,400.00	$ 1,400.00
Business License				
Business Licenses Opt 1 - Bills	1	$ 3,000.00	$ 1,500.00	$ 1,500.00
Business Licenses Std Master	1	$ 4,500.00	$ 2,250.00	$ 2,250.00
Conversions				
Community Development	1	$ 10,575.00	$ 5,288.00	$ 5,287.00
Enterprise Asset Management				
AM - Closed WO History No Cost Data	1	$ 3,000.00	$ 1,500.00	$ 1,500.00
AM - WO History With Cost Data	1	$ 3,000.00	$ 1,500.00	$ 1,500.00
AM - Work Order Asset	1	$ 4,000.00	$ 2,000.00	$ 2,000.00
General Billing				
GB - Bills up to 5 years	1	$ 3,500.00	$ 1,750.00	$ 1,750.00
GB - Recurring Invoices	1	$ 1,680.00	$ 840.00	$ 840.00
GB Std CID	1	$ 1,000.00	$ 500.00	$ 500.00
Payroll				

HR Human Resources - Certifications	1	$ 1,400.00	$ 700.00	$ 700.00
HR Human Resources - Education	1	$ 1,400.00	$ 700.00	$ 700.00
HR Human Resources - PM Action History up to 5 years	1	$ 1,400.00	$ 700.00	$ 700.00
HR Human Resources - Position Control	1	$ 1,400.00	$ 700.00	$ 700.00
HR Human Resources - Recruiting	1	$ 1,400.00	$ 700.00	$ 700.00
PR Payroll - Accrual Balances	1	$ 1,500.00	$ 750.00	$ 750.00
PR Payroll - Accumulators up to 5 years	1	$ 1,400.00	$ 700.00	$ 700.00
PR Payroll - Check History up to 5 years	1	$ 1,200.00	$ 600.00	$ 600.00
PR Payroll - Deductions	1	$ 1,800.00	$ 900.00	$ 900.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	$ 2,500.00	$ 1,250.00	$ 1,250.00
PR Payroll - Standard	1	$ 2,000.00	$ 1,000.00	$ 1,000.00
PR Payroll - State Retirement Tables	1	$ 1,400.00	$ 700.00	$ 700.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	$ 1,000.00	$ 500.00	$ 500.00
PG - Budgets up to 3 years	1	$ 1,000.00	$ 500.00	$ 500.00
PGA Standard	1	$ 2,000.00	$ 1,000.00	$ 1,000.00
Purchasing				
Purchasing - Standard	1	$ 1,800.00	$ 900.00	$ 900.00
	TOTAL			**$ 33,927.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Advanced Scheduling - Up to 100 Employees	1	56	$ 8,435.00
Advanced Scheduling Mobile Access	1	0	$ 2,352.00
Recruiting	1	16	$ 904.00
Data Insights			

Open Finance	1	0	$ 12,000.00
Subscription Fees			
ACFR Statement Builder	1	32	$ 6,070.00
TOTAL:	**104**		**$ 29,761.00**

Optional Tyler Annual Services

Description	Qty	Imp. Hours	Annual Fee
Recurring Services			
Managed Detection & Response	1	0	$ 15,000.00
TOTAL:	**0**		**$ 15,000.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Managed Detection & Response	1	$ 1,000.00	$ 0.00	$ 1,000.00	$ 0.00
Install Fee - Open Finance	1	$ 3,200.00	$ 0.00	$ 3,200.00	$ 0.00
Onsite Implementation	28	$ 200.00	$ 0.00	$ 5,600.00	$ 0.00
Remote Implementation	76	$ 175.00	$ 0.00	$ 13,300.00	$ 0.00
TOTAL				**$ 23,100.00**	**$ 0.00**

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Pattern Stream Automated Document System - Implementation	40	$ 175.00	$ 0.00	$ 7,000.00	$ 0.00	$ 0.00	$ 0.00
Pattern Stream Automated Document System - SaaS	1	$ 0.00	$ 0.00	$ 0.00	$ 14,372.00	$ 0.00	$ 14,372.00

TOTAL	**$ 7,000.00**	**$ 14,372.00**

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	$ 11,904.00	$ 2,500.00	$ 9,404.00
Accounts Payable	$ 3,759.00	$ 789.00	$ 2,970.00
Budgeting	$ 3,759.00	$ 789.00	$ 2,970.00
Capital Assets	$ 3,194.00	$ 319.00	$ 2,875.00
Cash Management	$ 2,078.00	$ 208.00	$ 1,870.00
Contract Management	$ 1,368.00	$ 137.00	$ 1,231.00
Project & Grant Accounting	$ 2,480.00	$ 521.00	$ 1,959.00
Purchasing	$ 5,306.00	$ 1,114.00	$ 4,192.00
Vendor Access	$ 2,900.00	$ 290.00	$ 2,610.00
Human Resources Management			
Human Resources & Talent Management	$ 4,333.00	$ 910.00	$ 3,423.00
Payroll with Employee Access	$ 6,199.00	$ 1,302.00	$ 4,897.00
Time & Attendance - Up to 150 Employees	$ 7,001.00	$ 700.00	$ 6,301.00
Time & Attendance Mobile Access	$ 3,003.00	$ 300.00	$ 2,703.00
Revenue Management			
Accounts Receivable	$ 2,766.00	$ 581.00	$ 2,185.00
Business Licenses	$ 3,023.00	$ 635.00	$ 2,388.00
Cashiering	$ 4,562.00	$ 456.00	$ 4,106.00
General Billing	$ 1,920.00	$ 403.00	$ 1,517.00
Civic Services			
Civic Access - Community Development	$ 5,106.00	$ 511.00	$ 4,595.00
Community Development Suite	$ 10,560.00	$ 1,060.00	$ 9,500.00
Decision Engine	$ 7,000.00	$ 700.00	$ 6,300.00
e-Reviews	$ 8,539.00	$ 854.00	$ 7,685.00
Enterprise Permitting & Licensing Core Foundation Bundle	$ 2,012.00	$ 201.00	$ 1,811.00
My Civic	$ 8,000.00	$ 800.00	$ 7,200.00

Report Toolkit	$ 1,488.00	$ 149.00	$ 1,339.00
Workforce Mobile	$ 1,760.00	$ 175.00	$ 1,585.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	$ 11,472.00	$ 1,152.00	$ 10,320.00
Internal Requests License	$ 883.00	$ 88.00	$ 795.00
Content Management			
Content Manager Core	$ 5,954.00	$ 595.00	$ 5,359.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	$ 10,952.00	$ 1,095.00	$ 9,857.00
Enterprise Permitting & Licensing Advanced Automation Bundle	$ 1,460.00	$ 146.00	$ 1,314.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	$ 5,440.00	$ 1,142.00	$ 4,298.00
GIS	$ 6,512.00	$ 660.00	$ 5,852.00
TOTAL	**$ 156,693.00**	**$ 21,282.00**	**$ 135,411.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The SaaS fees for product that are not named users are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Business license library includes: standard business license and standard renewal application.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must

purchase or upgrade to Content Manager Enterprise Edition.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We

prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Exhibit D
Schedule 2
DocOrigin Terms

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Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work inserted on the following pages.

Oakley, CA

SOW from Tyler Technologies, Inc.

10/20/2022

Presented to:

3633 Main St
Oakley, CA 94561-5779

Contact:
Richard Boven
Email: richard.boven@tylertech.com
One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the "Project").

The overall goals of the project are to:

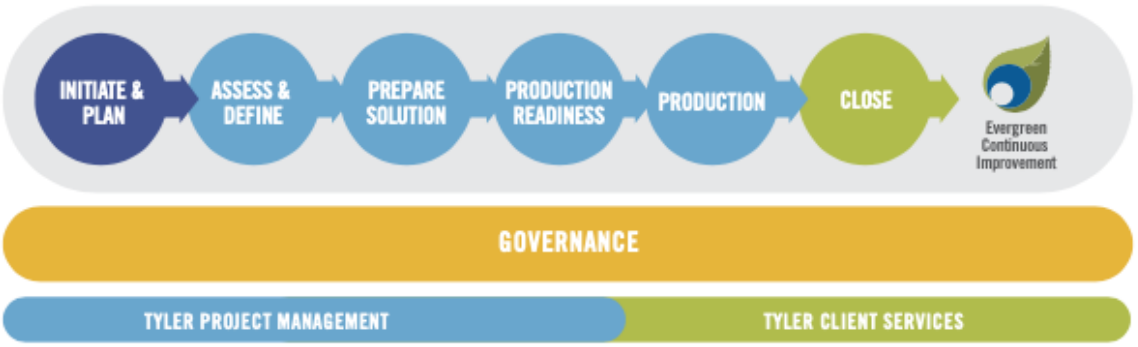
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.

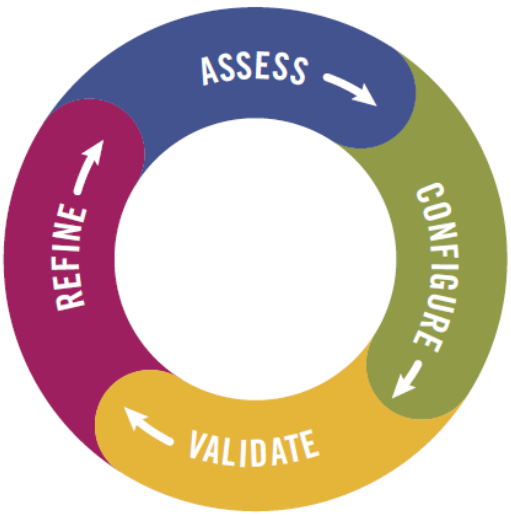
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

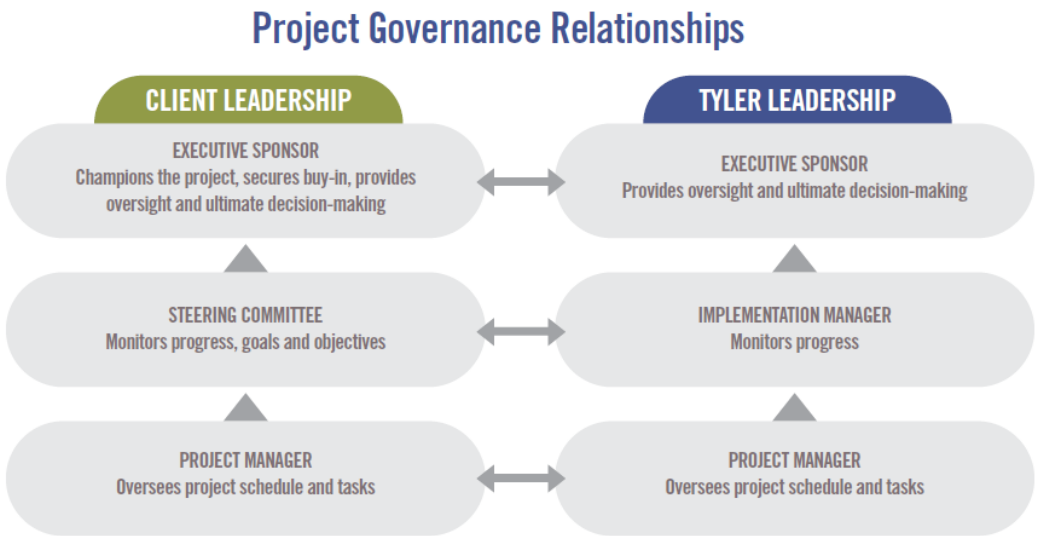
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

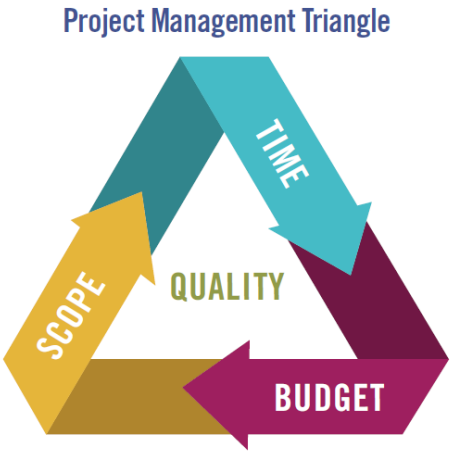
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City ’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City ’s executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies
    - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project

Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.

- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.

- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

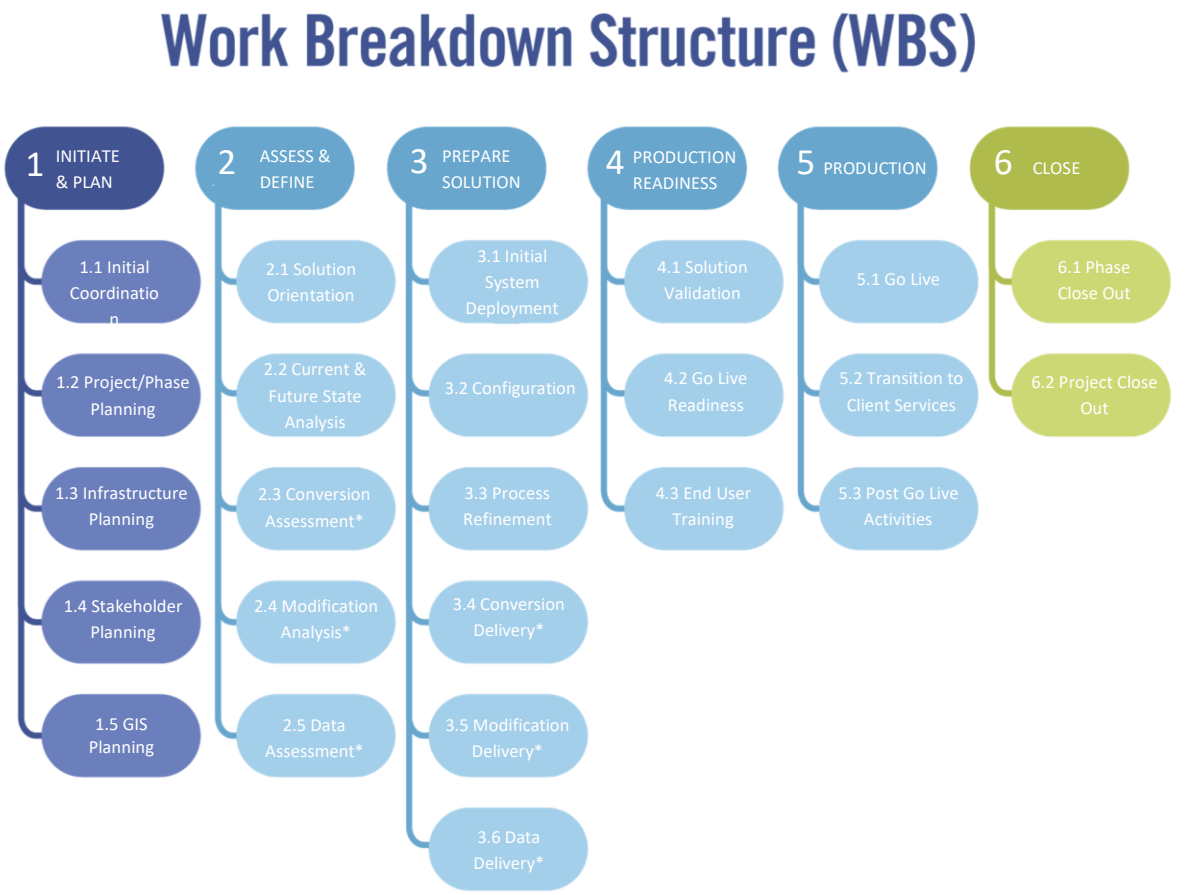
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements and Design Document	Delivery of Document
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler will perform the data mappings. If source data is from a third party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Munis conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City			I				C				A						R

Devices (if applicable)																	
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																	
	Tyler								City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I

Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.

- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.

- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.

- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.2 Enterprise ERP Conversion Summary

9.2.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts

- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.2.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.2.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.2.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.2.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.2.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.2.7 Business License Master

- Businesses, licenses and permits, charges and receipts, and classification codes

9.2.8 Business License - Bills

- Receivable amounts associated with license detail
- Up to 5 years

9.2.9 General Billing CID

- Customer information

9.2.10 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.2.11 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.2.12 Asset Maintenance – Work Order Assets

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc.

9.2.13 Asset Maintenance – Closed Work Order History No Cost Data

- Work Order History with no cost data, this is the basic work order information, the work order number, comments, contacts, description, user defined fields.

9.2.14 Asset Maintenance – Work Order History with Cost Data

- Work Order History with cost data, everything included in option 2 but integrated with several other Enterprise ERP modules such as Inventory or Payroll, linking employee numbers, customer number, Inventory items, etc.

9.2.15 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.2.16 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.2.17 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

9.2.18 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.2.19 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

9.2.20 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

9.2.21 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.2.22 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.2.23 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.2.24 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.2.25 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.2.26 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

9.2.27 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.2.28 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.29 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.30 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 "Template Business Transactions"

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing's "Best Management Template".
- The following modifications to Template Business Transactions are considered within scope:
  - Any changes to required inspections within the workflow
  - Any changes to the required plan reviews within the workflow
  - Adding up to 2 additional actions to the workflow
  - Configuration of fees, allowing creation of up to 3 new fees to accommodate
  - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a "Unique Business Transaction", as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 "Unique Business Transactions"

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 "Geo-Rules"

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the "Zones" tab of the record (i.e., plan, permit, code case, etc.).

10.1.4 "Automation Events"

10.1.4.1 "Intelligent Objects (IO)"

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 "Intelligent Automation Agents (IAA)"

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)"

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The City is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any "in-scope" integrations.

10.2 Intentionally left blank.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve a spot in a specific wave.

Phase	Functional Areas	Software Modules	Duration
1	**Enterprise ERP Financial Management**	• Accounting • Accounts Payable • Budgeting • Capital Assets • Cash Management • Contract Management • Project & Grant Accounting • Purchasing • Vendor Access • Accounts Receivable • Cashiering • General Billing	12 months
	Enterprise ERP Productivity	• Enterprise Forms Processing • Content Manager Core • Enterprise Analytics and Reporting w Executive Insights	Included in Phase 1
2	**Enterprise ERP Human Resources Management**	• Payroll with Employee Access • Human Resources & Talent Management • Time & Attendance • Time & Attendance Mobile Access	12 months
3	**Enterprise ERP Business Licensing**	• Business Licensing	6 months
4	**Enterprise Permitting & Licensing**	• Community Development Suite • Civic Access – Community Development • Decision Engine • eReviews • Enterprise Permitting & Licensing Core Foundation Bundle • Enterprise Permitting & Licensing Advanced Automation Bundle • My Civic • Workforce Mobile • Enterprise Analytics and Reporting w Executive Insights	12 months

5	**Enterprise ERP Asset Management**	• Asset Maintenance & Performance • GIS	9 months

11.2 Intentionally left blank.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: January 10, 2023

TO: Joshua McMurray, City Manager *Approved and Forwarded to the City Council*

FROM: Tim Przybyla, Finance Director

SUBJECT: Consideration of a Resolution Approving a Professional Consulting Services Agreement between the City of Oakley and Koa Hills for Consulting Services Associated with the Conversion from the Tyler Eden ERP System to the Tyler Enterprise ERP System and Authorizing the City Manager to Execute the Contract

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Background and Analysis

Tyler Enterprise ERP is the system that City staff have selected to replace the Tyler Eden ERP system that Oakley has used since the year 2000. It is a leading ERP system, being used by more than 2,350 public sector clients throughout the Country, and it provides a fully-integrated-system that will allow the City of Oakley to increase productivity, gain efficiencies, and improve our overall operational effectiveness. The new system will allow us to automate many of our manual workflows and business processes as well as move towards a paperless environment by taking advantage of the tools built into the document management system.

Completing the conversion from one ERP system to another is always an arduous and time-consuming project, which creates a much more difficult workload for all the city staff who are involved in the process, and Oakley City staff is already working diligently to keep up with the existing workloads. Therefore, it will be important to factor that observation into the expectations of staff during this approximately three-year project. To assist with the management of this project and to help ensure the success of the Tyler conversion, staff is proposing to bring on expert consultants who are experienced with ERP conversions and will act as our project managers.

Staff interviewed three consulting companies with experience managing ERP conversions and found Koa Hills to be the best fit for the City of Oakley. Koa Hills seemed very knowledgeable regarding this process, included an educational factor that includes recordings and specific documentation such as manuals that City staff can refer back to after training, they were more flexible than the other two companies in terms of hours to be worked on our ERP conversion project, and they provided the lowest cost proposal. Staff is confident with the selection of Koa Hills, and we believe

that they will help us ensure that we have a successful implementation of Tyler Enterprise ERP.

If both the Tyler agreement and this agreement are approved by the City Council, staff will work closely with the Tyler representatives and our consultants to schedule the timing for the implementation of the various modules that are being proposed for approval in the agreement. However, the tentative schedule calls for the kick-off of the conversion to take place in early July, with the last module projected for completion by March of 2026.

Consistency with the Oakley Strategic Plan 27+

This agenda item is consistent with the Strategic Plan 27+'s Finance and Fiscal Responsibility Goal for the City of Oakley to leverage its financial resources for the long-term benefit of our residents and businesses while maintaining sufficient reserves to provide stability and ensure a successful future. It is also consistent with the Finance and Fiscal Responsibility Objective to modernize Oakley to accommodate growth and improve efficiency by funding technology.

Fiscal Impact

There is no fiscal impact on the City's General Fund of adopting this resolution. The City is using ARPA funding to leverage it financial resources for the long-term benefit of the City. The proposed agreement calls for a total use of $254,080 of ARPA funds over the roughly three years of this ERP conversion project, including $14,280 of estimated travel expenses. Total costs, for both the Tyler agreement and this agreement, including travel expenses, are estimated to be $1,194,203, which is well within the $1.5 million range that staff had expected this project to cost.

Staff Recommendation

Staff recommends the City Council adopt the resolution approving a professional consulting services agreement between the City of Oakley and Koa Hills for consulting services associated with the conversion from the Tyler Eden ERP system to the Tyler Enterprise ERP system and authorizing the City Manager to execute the contract.

Attachments

1. Resolution
2. Koa Hills Agreement

RESOLUTION NO. XX-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR CONSULTING SERVICES ASSOCIATED WITH THE CONVERSION FROM THE TYLER EDEN ENTERPRISE RECOURCE PLANNING (ERP) SYSTEM TO THE TYLER ENTERPRISE ERP SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley plans to replace the current Tyler Eden Enterprise Resource Planning (ERP) system that is nearing the end of its lifespan; and

WHEREAS, the City of Oakley has appropriated funding from the American Rescue Plan Act (ARPA) to improve efficiency by funding technology improvements and in protecting its infrastructure; and

WHEREAS, City staff have selected Tyler Enterprise ERP as the ERP system to best fit the needs of the City of Oakley, now and into the future; and

WHEREAS, City staff have interviewed three professional consulting firms who provide professional consulting services related to the conversion from Tyler Eden to Tyler Enterprise ERP and selected Koa Hills, a Nevada limited liability company, as the best fit for the City of Oakley; and

WHEREAS, Koa Hills, a Nevada limited liability company, will perform the work outlined in the Software as a Service Agreement for the proposed cost of $254,080, including estimated travel expenses of $14,280; and

WHEREAS, ARPA funds have been appropriated for use on such technology projects;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Oakley City Council approves the professional consulting services agreement between Koa Hills, a Nevada limited liability company, and the City of Oakley and authorizes the City Manager to execute the agreement.

PASSED, APPROVED AND ADOPTED this 10th day of January 2023 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

ATTEST:

_____
Aaron Meadows, Mayor

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND KOA HILLS CONSULTING, LLC, A NEVADA LIMITED LIABILITY COMPANY, FOR CONSULTING SERVICES ASSOCIATED WITH THE CONVERSION FROM THE TYLER EDEN ERP SYSTEM TO THE TYLER ENTERPRISE ERP SYSTEM

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **Koa Hills Consulting, LLC, a Nevada limited liability company** (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of **JANUARY 10, 2023** (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work or proposal letter attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **MARCH 31, 2025**, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. Should this Agreement be amended to include additional tasks as contemplated in Section 1, the term of services shall be extended as mutually agreed upon by City and Consultant.

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

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

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

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Fifty Four Thousand Eighty Dollars and Zero Cents ($254,080),** notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Invoice number;
- The beginning and ending dates of the billing period;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this

Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

2.4 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.

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

2.6 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

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

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and in Exhibit B against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of

this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit C.

4.1 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise sufficiently protected.

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

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

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant ("Claims").Consultant will bear all loses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City or any third party.

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective

professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. This Agreement may be extended at the option of the City. Should City decide to exercise its option to extend this Agreement, City shall provide written notice to Consultant at least sixty (60) days prior to the end date of this Agreement. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement, unless City agrees to do so by written amendment to this Agreement. Similarly, Consultant understands and agrees that, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period, unless City agrees to do so by written amendment to this Agreement.

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

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 of this Agreement if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other

materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

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

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

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

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

10.9 **Contract Administration.** This Agreement shall be administered by Kevin Rohani, P.E., Public Works Director/City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.**
Any written notice to Consultant shall be sent to:

Koa Hills Consulting
Attn: John Schwartz, COO
PO Box 58
Reno, NV 89504

Any written notice to City shall be sent to:

City of Oakley
Attn: Tim Przybyla, Finance Director
3231 Main Street
Oakley, CA 94561

10.11 Integration. This Agreement, including the Scope of Work and Compensation Schedule, Insurance Requirements, and Verification of Required Insurance, attached hereto and incorporated herein as Exhibit A, B and C respectively, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services and Compensation Schedule
Exhibit B	Insurance Requirements
Exhibit C	Verification of Required Insurance

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

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

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

CITY

City of Oakley, a municipal corporation in the State of California

By: _____
Joshua McMurray, City Manager

Attest:

_____
Libby Vreonis, City Clerk

Approved as to Form:

_____
Derek P. Cole, City Attorney

CONSULTANT

Koa Hills Consulting, LLC, a Nevada limited liability company

By: _____
Signature

By: _____
Name, Title

EXHIBIT A

SCOPE OF SERVICES AND COSTS

Exhibit A
Scope of Work
City of Oakley ERP Implementation
Project Management and Training Support Services

1 Introduction

This Statement of Work ("SOW") between the City of Oakley, hereby known as "Customer", and Koa Hills Consulting, hereby known as "Koa Hills", describes tasks and initiatives relating to the following needs at the City:

- ERP - Project management for the Customer's implementation of an Enterprise Resource Planning (ERP) solution including Finance, Human Capital Management (HCM), Community Development and Enterprise Asset Management (EAM)
- ERP - Training and documentation for key areas in Finance, HCM, Community Development and EAM
    - Includes a license and implementation of Skillo

This document outlines the following:

- The scope of services being contracted for from Koa Hills
- Estimated period of performance
- Project assumptions, critical success factors, and risks
- Customer roles and responsibilities and performance expectations
- Acceptance criteria
- The change control process
- An estimation of selected project implementation costs.

2 Scope of Services

Initiatives or tasks not described in this SOW are agreed to be out-of-scope. Either party may communicate change requests to the other party through the agreed-upon Change Order Process. The scope for this project is defined below.

2.1 Organizational Scope
The organizational scope includes all Customer departments, divisions, or other functional areas that use the ERP module.

2.2 Geography and Language Scope
The geographical scope includes the United States and the city of Oakley. Koa Hills will schedule team members to be onsite at the city of Oakley or to be available remotely, as appropriate.

2.3 User Scope
The user scope includes all of the Customer's active ERP system users.

2.4 Project Management Scope Finance, HCM, Community Development and EAM
The scope of Project Management is for Koa Hills to assume the role of the Customer Project

Manager, 1/4 time for 24 months for Finance, HCM and Community Development and 1/8 time for 9 months for EAM, in managing each phase of the project. In this regard, Koa Hills will work with the Customer's designated point of contact, and is considered the same as "Customer". The goal is to ensure that project deliverables are provided as specified, on time and on budget.

Key tasks of project management to be performed by Koa Hills include:

- Conduct regular status meetings with core project team members
- Serve as the main point of contact for the Customer with ERP Vendor
- Serve as the Customer Project Manager in monitoring and reporting on project status
- Collaborate with ERP Vendor project management on the scheduling of resources and tasks
- Ensure that ERP Vendor project deliverables are fulfilled
- Monitor the progress of project tasks
- Monitor and control the project schedule
- Track the project budget
- Serve as the initial escalation point for all project issues
- Manage project change requests
- Conduct monthly status meetings with the Customer Steering Committee

The table below highlights Project Management deliverables for this project. These deliverables will be created and maintained by Koa Hills with assistance from the ERP Vendor and Customer as necessary.

Deliverable	Description
Statement of Work	Defines the scope of services to be provided by Koa Hills, the expected timeline, and costs
Project Charter	Defines high-level objectives, success criteria, assumptions, risks, timeline, budget and project governance structure
Project Schedule	Defines all summary activities, deliverables and milestones as well as the resources assigned, due dates and task dependencies - Provided by ERP vendor with assistance from Koa Hills
Task List	Tracks detailed project tasks required to complete project deliverables
Issues Log	Tracks issues, priority, impact, owners, and status
Risk Register	Tracks risks, likelihood, impact, risk owners, and mitigation strategies
Budget Tracker	Tracks actual expenditures versus planned expenditures
Status Reports	Communicates key project information to the Customer's Steering Committee

2.7 Training and Documentation Scope - 200 Hours

The scope of training and documentation is for Koa Hills to assist the Customer with all training and documentation related to the implementation of Finance and HCM in the ERP solution.

Key tasks for training and documentation to be performed by Koa Hills include:

- Configuration of Skillo eLearning software
  - The license for Skillo will be paid to Koa Hills who will purchase the software on the Customer's behalf. Annual fees for Skillo are $12,000 after the initial 18 months. The client is under no obligation to renew the license.
- Assist in developing training materials to include:
  - Old vs. New - Understanding the Old to Embrace the New
  - Training & Education - Interactive Documentation, Training Guides, Quick Reference One-Sheets & Quizzing

- Sustaining Success - Badging & Certification

Task	Description	Primary Responsibility	Secondary Responsibility
eLearning Configuration	Koa Hills will configure the Customer's eLearning solution Skillo	Koa Hills	Customer
Documentation	Koa Hills will provide targeted documentation and assistance with e-learning	Koa Hills	Customer
Develop Training and Testing Plans	Koa Hills will assist Customer in creating training and testing plans for normal business practices	Koa Hills	Customer
Training	Koa Hills will provide core team training, and some end-user training; once trained, the Customer core team will provide the majority of the training to the end users.	Customer/Koa Hills	Koa Hills/Customer

3 Period of Performance

The estimated Period of Performance of this project will begin on **7/01/2023** and end on **03/31/2026.**

4 Project Assumptions, Success Factors and Risks

This section defines assumptions, success factors, risks and risk mitigation strategies.

4.1 Assumptions

Assumptions are factors that are considered to be true by the Customer and Koa Hills when planning for the project. The assumptions made for this project are as follows:

- Customer has the will and the authority to enter into the project
- Adequate funding will be available to complete the project
- Customer will provide the required resources and fulfill Customer's project responsibilities
- Access to the legacy system is provided on a timely basis

4.2 Success Factors

Success factors are components of the project that need to be in place to ensure the completion of the project. The success factors for this project are as follows:

- Strong and active executive sponsorship
- Clearly-defined goals, expectations and timelines
- Effective organizational communication
- Commitment of organizational resources to project-related tasks
- Reliable and timely system access for Koa Hills and Customer project team and end users
- Effective end user training

4.3 Risks and Mitigation

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Koa Hills, including escalation to the project team for review and arbitration.

Definitions:
A **risk** is defined as a potential issue that may affect project scope or timeline. Risks shall be identified as early as possible, categorized accordingly to impact (Low, Med, High, Critical occurrence).

An **issue** is a risk that has occurred, and presents a challenge to the project. Issues shall be prioritized

(Low, Med, High, Critical) and assigned for resolution to the integrated project team.

The following table identifies common risks for software implementation projects. A comprehensive list of risks and mitigation strategies will be developed during project planning.

Risk Description	Impact of Risk	Probability Of Occurrence	Risk Mitigation Strategy	Responsibility
Project Team turnover (Customer)	High	Medium	The Customer will endeavor to retain key project personnel, as well as skilled and experienced system support staff.	Customer
Non-performance by project team, administration, or end users	Critical	Low	The Customer will provide strong executive sponsorship to effect change when needed.	Customer
Absenteeism of key project resources.	High	Medium	The Customer will provide strong executive sponsorship to effect change when needed.	Customer
End user resistance	High	Medium	The Customer will provide strong executive sponsorship to effect change when needed.	Customer

5 Project Organization and Participation

The following table identifies Customer project roles and responsibilities:

Executive Sponsor	**Provides authority and funding for the project.** Responsibilities: Initiates the project; commits Customer resources; ensures Customer performance; removes project roadblocks relating to internal structural, organizational, political, or funding issues. Membership: Customer Executive(s)
Steering Committee	**Provides strategic direction, makes key decisions, and sets priorities.** Responsibilities: Provides strategic direction, sets priorities, approves goals, reviews risks and critical issues, and signs off on deliverables. Membership: Executive Sponsor(s), Customer Project Manager, key business owners
Project Manager	**Assumes overall responsibility for the project.** Responsibilities: Performs project governance (i.e project communication, regular status updates and reports), acts as the primary point of contact for the project team and the vendor, schedules and manages resources, tracks project Membership: Customer Project Manager (services provided by Koa Hills)
Project Team	**Executes project tasks in accordance with the project scope and period of performance.** Team Lead Responsibilities**:**

	• Makes day-to-day project decisions as needed to execute tasks • Provides overall project support and works in conjunction with the Project Manager • Has full accountability in coordinating team members' tasks • Takes ownership of the implemented technical architecture, including system access for Koa Hills team • Takes ownership for change management • Takes ownership for developing and implementing a training approach and strategy • Works with the Project manager to resolve end-to-end problems in the implementation of this project. • Secures access to Customer staff, records, and documentation as needed • Provides sufficient workspace including phone, network, and system access Membership: Subject Matter Experts (SMEs), Functional Managers Team member Responsibilities: • Subject matter experts for Customer's technical environment and business units • Complete project tasks as assigned Membership: Customer staff

6 Acceptance Criteria

The Customer and Koa Hills will follow best practices throughout the project and mutually identify criteria for completion of project milestones. The overall scope of work will be considered complete when one or more of the following criteria are met:

- All service hours have been delivered
- The Customer is live on the ERP system and the Community Development system
- The Customer and Koa Hills agree that no further services are required

7 Change Control

If Koa Hills or the Customer identifies an activity or objective that is beyond the scope of the Services set forth in this SOW, then the parties agree to take the following steps:

1. A notice should be provided to both parties which announces the change requested. The following details should be provided as part of an official Change Request:
    - Change requested - Description of the scope change needed, including details on how the change relates to project objectives and the impact to the project if the change is not applied.
    - Estimated project impact - Estimated impact of the change to the project, including work effort, deliverables, and impact to the overall project timeline.
    - Estimated cost - Consolidated estimate which identifies additional costs to implement the change, including labor, hardware, software, or other expenses.
2. If the Change Request is acceptable to both parties, then it should be executed by representatives for both Koa Hills and Customer. Once this is complete, work on the Change Request can be started. Any additional costs will be billed according to rates established in the Contract.

8 Project Implementation Costs

8.1 ERP Implementation Costs

Professional Services *Project Management and Training and Support Services*			
Task Description	**Hours/Qty**	**Rate**	**Cost**
ERP Project Management for 24 months - Finance, HCM, Community Dev	24	$6,800	$163,200
ERP Project Management for 9 months - EAM	9	$3400	$30,600
ERP Training and Documentation	200	$170	$34,000
Skillo License 18 months - Subsequent years will be $12,000 per year	1	$12,000	$12,000
Total Estimated Cost of Project (Does not include travel)			**$239,800**

Consultant Travel Estimate (Optional)	
Airfare	$650
Vehicle/Fuel	$350
Lodging	$500
Meals	$285
Cost per Trip	$1,785
Number of Trips	8
Total Estimated Cost of Travel Expenses (Optional)	**$14,280**
Total Estimated Cost of Project Including Travel	**$254,080**

EXHIBIT B

INSURANCE REQUIREMENTS

PROFESSIONAL SERVICE CONTRACTS:

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

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

Primary Coverage

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

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

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

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

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

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

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

Special Risks or Circumstances

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

EXHIBIT C

VERIFICATION OF REQUIRED INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2022

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

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

PRODUCER

Betsi Williams(6702322)
560 California Ave

Reno NV 89509-1450

CONTACT NAME:

PHONE (A/C, NO, EXT): 775-324-8000 **FAX (A/C, NO):** 775-324-3007

E-MAIL ADDRESS: bwilliams5@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Truck Insurance Exchange	21709
INSURER B: Farmers Insurance Exchange	21652
INSURER C: Mid Century Insurance Company	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

KOA HILLS CONSULTING, LLC
PO BOX 58

RENO NV 89504

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

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	Y	N	606256886	02/20/2022	02/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 75,000 $ $ 2,000,000 $ 4,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY		N	606256886	02/20/2022	02/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB6K318898-2042	02/20/2022	02/20/2023	[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D	E&O Professional Liabiilty			UDC1709705	02/20/2022	02/20/2023		2,000,,000

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

200 W 2ND ST APT 605, RENO, NV 89501- Additional Insured

CERTIFICATE HOLDER

Golden Gate Bridge Highway and Transportation Dist
P.O. Box 29000 Presidio Station
San Francisco, CA 94129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Betsi Williams

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OAKLEY
CALIFORNIA

STAFF REPORT

DATE: January 10, 2023

TO: Joshua McMurray, City Manager *Approved and Forwarded to the City Council*

FROM: Kenneth Strelo, Planning Manager

SUBJECT: **637 & 639 Brownstone Road Preliminary General Plan Amendment (PA 01-22) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Residential Very Low (RV) to Residential Low (RL)**

Summary

This is a work session on a request by Zachary Wright of Discovery Homes Holdings, Inc. ("Applicant") to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Residential Very Low ("RV") to Residential Low ("RL") for the purposes of applying for a Vesting Tentative Map to subdivide the entire site (approximately 13 acres) into 39 single family residential lots of minimum 8,000 square feet. The project site is located at 637 and 639 Brownstone Road and is zoned R-15 (Single-Family Residential) District. (APNs: 034-170-006 and 034-170-007).

Staff Recommendation

This is an advisory hearing only. There is no process to approve a project as a result of this work session. The City Council may act in an advisory role to the applicant on whether there is interest in considering an application for the requested project. If the Council shows favorable interest in the preliminary application, it may advise the applicant to submit, and direct Staff to process, a General Plan Amendment application. Directing staff to process a General Plan Amendment application would not guarantee Staff support or City Council approval of the project.

Preliminary General Plan Amendment Process

The process of amending the City of Oakley 2020 General Plan ("General Plan") is subject to California Government Code ("GC") Sections 65350 – 65362, which apply to the preparation, adoption and amending of general plans and general plan elements. GC Section 65351 is written as follows:

> "During the preparation or amendment of the general plan, the [City] shall provide opportunities for the involvement of citizens, California Native American Indian tribes, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the planning agency deems appropriate."

The application process for a General Plan Land Use Amendment can come with significant costs when factoring in Staff time involved in preparing documents, conducting analysis, holding non-public and public meetings, hiring consultants for technical and environmental studies and documents, and consulting with outside agencies. Since a General Plan Land Use Amendment is a legislative and discretionary action that sets the tone for all other land use decisions on a property, Staff encourages potential applicants to first file a Preliminary General Plan Amendment, or "PGPA".

The purpose of the PGPA is to allow Staff to provide a brief description of the proposed amendment and provide a concept of the project as submitted by the applicant to the Planning Commission and City Council. The applicant is provided a chance to present the request, further describe the concept, and provide insight behind the request. Requiring a conceptual design, helps to prevent requests for land use amendments for the sole purpose of increasing allowable density and therefore property value.

Background and Project Description

Land Use Designation (Existing and Proposed)

- Existing: Residential Very Low ("RV") - The RV designation provides for traditional, large-lot single-family residential development, which maintains the low density typical of a large-lot suburban development. Primary land uses include detached single-family homes and accessory structures. Public and semi-public uses and similar and compatible uses are also allowed.

- Proposed (for 9.97-acre parcel only): Residential Low ("RL") - The RL designation provides for moderate density, single-family residential development. These neighborhoods will more closely resemble a typical suburban development with spacious yards and little resemblance to a rural neighborhood. Primary permitted land uses include detached single-family homes and accessory structures. Public and semi-public uses and similar and compatible uses are also allowed.

Existing Entitlements

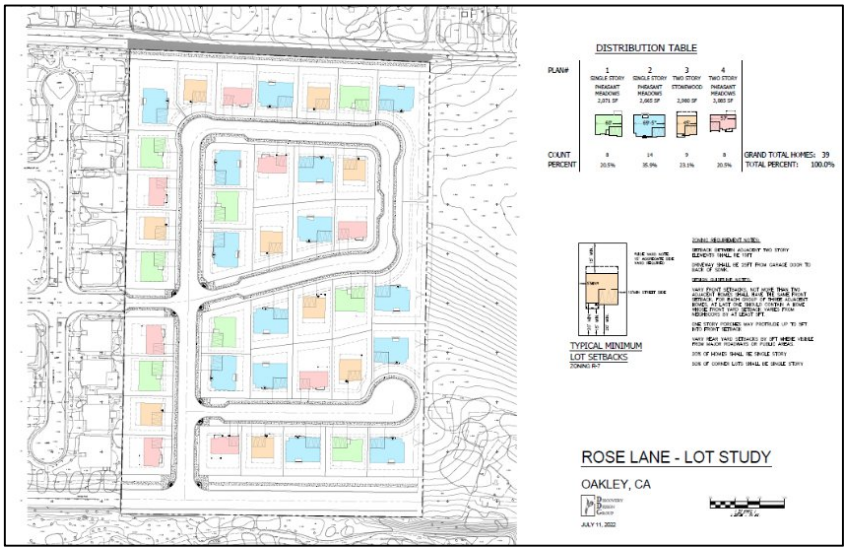
There are no existing entitlements associated with 637 & 639 Brownstone Road.

Site Conditions and Surrounding Land Uses

The project site is made up of two parcels of approximately 13 acres. The parcels include a frontage of approximately 610 feet along Brownstone Road, a western property line shared with Riata Subdivision in Oakley, and a southern property line shared with a single family residential subdivision located in Brentwood. A vineyard with a single residence shares the parcel's eastern property line.

Properties within Oakley's land use control lie to the north, east, and west of the subject parcel. Developed and undeveloped properties that surround the parcel are all designated RV in the General Plan. Riata Subdivision also includes RL designated land further toward O'Hara Avenue. The nearest Residential Low/Medium (RLM) designated parcel is over 400 feet to the east. The nearest undeveloped RL parcel is over 850 feet to the east. The subject property and nearly all nearby properties designated RV in the General Plan are zoned R-15 District, or AL (Limited Agriculture) District. Riata Subdivision is zoned P-1 (Planned Unit Development) District. The RLM and RL designated properties to the east are zoned R-6 District and R-10 District, respectively.

Project Description



The applicant designed the concept based on feedback received during a previous Preliminary General Plan Amendment application and subsequent work session held with the City Council on August 10, 2021. Conceptual plans for this work session include a master plotting plan with 39 lots consisting of 22 single-story homes and 17 two-story homes. Home sizes range between 2,071 and 3,085 square feet of livable area. Lots are described as meeting an 8,000 square foot minimum size and meeting the development standards of the R-7 (Single Family Residential) District. The site plan is similar in design and lot size as the adjacent Riata Subdivision to the west.



Access to the site is conceptualized to be from Neroly Road to the south and through the existing Riata Subdivision to the west through Scabbard Way, which was planned to continue to the east onto this site (See inset). There is no direct access onto Brownstone Road. The conceptual plan does not show any vehicular or pedestrian continuation further to the properties located to the east from inside the project areas, but the extension of Neroly Road would be an option to gain access to those properties in the future.

Planning Commission Work Session (November 1, 2022)

This application was discussed as a Work Session held with the Planning Commission on November 1, 2022. The Staff Report for that item is attached and includes a summary of the previous work session that was held with the City Council on August 10, 2021 for the same site. The Planning Commission Staff Report summarized the previous request and changes to the current one, as well as feedback received by the City Council at that time. The minutes from the August 10, 2021 meeting were attached for the Planning Commission's consideration, and they are included as a part of this packet as well.

During the work session the Planning Commission received Staff's Report, heard from the applicant, and received public comments from other interested parties. Feedback was provided back to the applicant for consideration prior to taking the work session item before the City Council. The draft minutes of that meeting are attached and are scheduled to be presented for adoption by Planning Commission at the regularly scheduled meeting on January 17, 2023.

In summary, the Planning Commission provided positive feedback to the changes made to the project based on previous City Council feedback, which included 1) no longer providing direct access onto Brownstone Road, 2) using an extension of Neroly Road as the main access to the development, and 3) reducing the number of lots to better match the lot size and density of the adjacent Riata Subdivision to the west. The Planning Commission also requested that the applicant set up a work shop with the public to further discuss their concerns over adding new homes nearby and potentially adding vehicular traffic through the Riata Subdivision, along with any other topics of interest related to the application.

The applicant scheduled a community workshop with the public that was held on December 8, 2022 from 5:00 P.M. to 6:00 P.M. at the Oakley Recreation Center. The applicant mailed a flyer (attached) to current residents and owners for all properties located within 500 feet of the project boundaries, including those residents to the south in the City of Brentwood (per specific request by the Planning Commission).

Another comment/question brought up by the Planning Commission was whether the City could limit the maximum number of lots that could be created on the site in the event a General Plan Land Use is eventually amended, but the conceptual project is no longer pursued. Staff responded that this could be done in the same manner it was done for a project on Oakley Road where only a certain acreage of land was amended to a higher density so that when the total acreage and density is blended, the maximum number of units matched the number of units in the conceptual plan. In the case of this project, the 9.97 acre site could be amended to redesignate 6.05 acres to RL and leave 3.92 acres as RV resulting in a maximum of 32 units to be added to the 7 units allowed on the smaller 3.04 acre RV-designated site along Brownstone Road for a total of 39 units.

Developer Hosted Community Work Shop

On December 8, 2022, the developer hosted a community workshop, per the Planning Commission's recommendation. Approximately 10 members of the public were in attendance for the discussion and shared ideas for the conceptual project. The developer provided copies of written comments received as well as a summary of the discussion. The following list of bullet items was provided by the developer and summarizes the main topics discussed at the meeting:

- Brownstone Road – Concerns with state of road and lack of pedestrian improvements. Statements made for no connections to Brownstone and if connection was to be made, commenters wanted the connection to be located at the far east boundary aligning with Price Lane and make a four way intersection (stop signs on all legs).

- Neroly Road – Concerns with current 500 foot dead end section of Neroly Road and the creation of a similar issue in the future if it were to be extended past the entrance to this conceptual subdivision. Statement made that people are currently using this dead end section as a drag strip. Commenters would like to see area blocked off to avoid vehicular access to unconnected dead end section past the project entrance.

- Silverspur Lane – Currently being used as cut through street between Brownstone Road and Neroly Road.

- Scabbard Way – Concerns with future connection and existing park at Sawgrass Way and Scabbard Way; mainly pedestrian interface.

Four written comments were submitted to the developer either during or before the meeting, and one of those was also sent to City Staff on the same day. One comment email came from a resident of Saddle Brook Way in the Riata Subdivision. They were concerned about the vehicular connection to Riata and the additional traffic it would bring past the park. They proposed a solution to turn the connection into a greenspace EVA ("emergency vehicle access") while still allowing pedestrian access. The email included a marked up site plan with notes on landscaping and sidewalks, a guardrail to block off the Neroly Road extension, and the comments related to the connection to Riata. Another resident submitted a comment asking for traffic calming on Neroly Road and another resident submitted an email to the developer and City in which they addressed the same issue of traffic calming and asked how to request speed humps on Neroly Road. The resident requesting speed humps on Neroly Road also included an aerial photo showing conceptual speed humps located just west of the Riata entrance and the conceptual project entrance off Neroly Road. A final written comment came from another resident expressing the need for another exit on Brownstone Road and that they were not certain why there were efforts to avoid Brownstone Road and instead use Neroly Road. Staff has included the four comments summarized above.

Analysis

Land Use and Potential Zoning

Requests for amendments to the underlying General Plan land use designation on a property should not be considered in a vacuum, or without consideration of not only surrounding uses or property, but their respective land use designations. The subject parcel at 9.97-acres under the RV designation would be allowed a maximum of 23 dwelling units. If designated RL, it would be allowed a maximum of 38 dwelling units. Combined with the 3.04-acre parcel to the northwest, which will allow seven dwelling units, the entire site would allow 45 dwelling units. The applicant is requesting 39 total lots for a gross combined density of 3.0 dwelling units per gross acre, which would be six less than the potential maximum blended density would allow.

Making land use designation amendments resulting in inconsistencies with surrounding properties can create other land use conflicts in the areas of density, neighborhood character, and application of developments standards. In the case of this work session, RL would not match any of the adjacent surrounding property designations; however, the proposed conceptual site plan would provide for a residential neighborhood similar in density, layout, and lot size to the Riata Subdivision located directly to the west, which has a blended density made up of the same two land use designations (RV and RL). For the sake of comparison, Riata Subdivision has a gross density of 3.6 dwelling units per gross acre (87 units on 24

acres). The conceptual project site plan has a gross density of 3.0 dwelling units per gross acre (39 units on 13 acres).

The conceptual plan presented to the City Council on August 10, 2021 has several differences to the one presented to the Planning Commission on November 1, 2022 and to the City Council tonight. Significant changes from the previous conceptual plan work session include no direct access to Brownstone Road, using Neroly Road as a main access, and reducing the total number of lots to reduce the density to be more consistent with the density of the adjacent subdivision. Based on the proposed conceptual site plan, the applicant took the feedback received from the City Council at the previous work session and redesigned the project accordingly. The applicant also took the feedback from the Planning Commission at its November 1, 2022 meeting and scheduled a community workshop and invited residents and property owners within 500-feet of the project boundaries.

Fiscal Impact

This project will not impact the General Fund. This is a developer-funded account. All Staff time and City of Oakley generated materials related to the processing of this application, including reproduction of physical copies and postage for public hearing notices, are charged to the account.

Recommendation

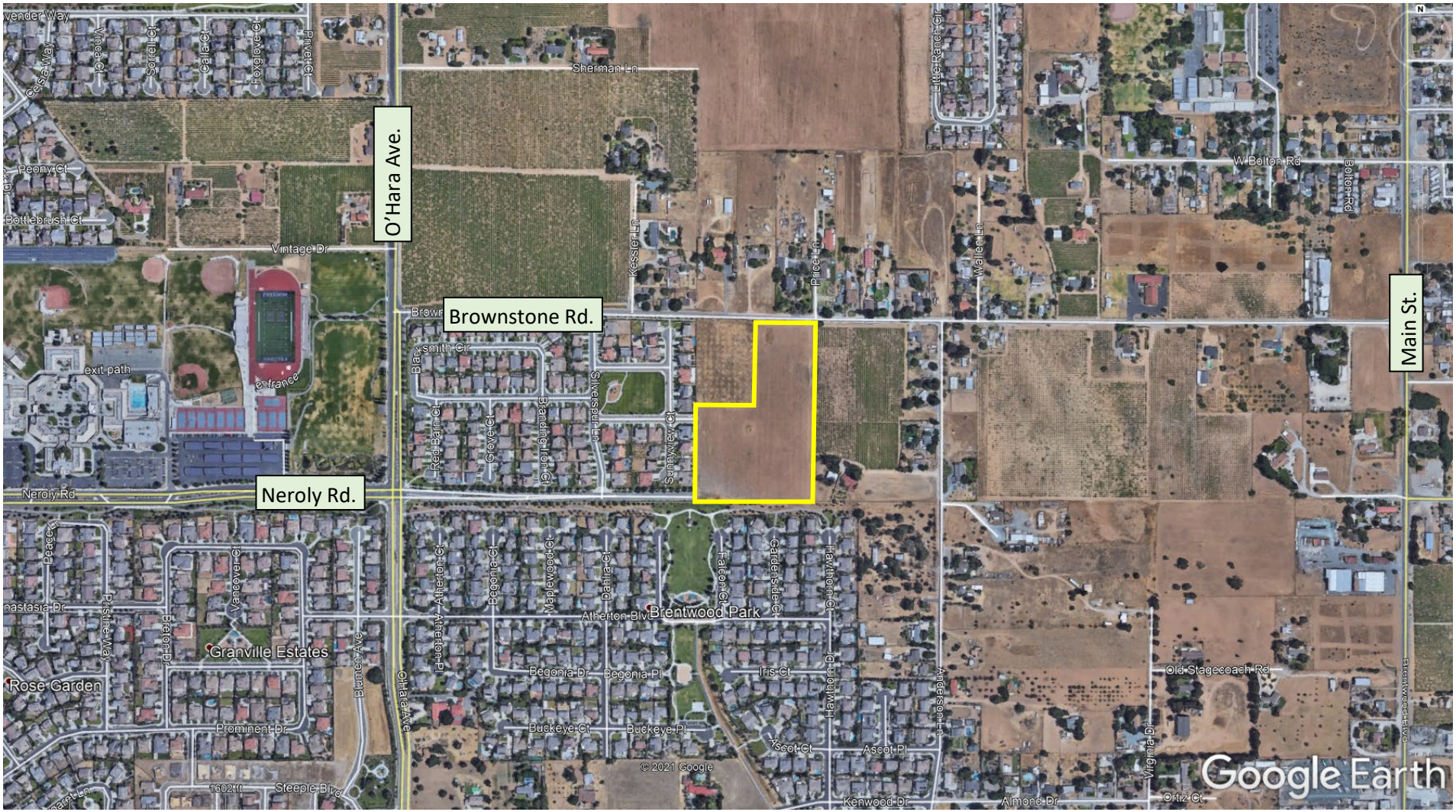
Staff recommends the City Council provide the applicant and Staff with feedback regarding the Preliminary General Plan Amendment.

Attachments

1. Vicinity Map
2. Notice of Work Session
3. City of Oakley General Plan Land Use Map
4. Planning Commission Staff Report dated November 1, 2022 with Attachment 4
5. Planning Commission Draft Minutes from November 1, 2022
6. Applicant’s Community Workshop Flyer for December 8, 2022
7. Comments Submitted for Community Workshop on December 8, 2022
8. Applicant’s Conceptual Plans

Vicinity Map

637 & 639 Brownstone Road Preliminary General Plan Amendment (PA 01-22)
(APN: 034-170-006 and 034-170-007)



City of Oakley
3231 Main Street
Oakley, CA 94561
www.oakleyinfo.com

NOTICE OF WORK SESSION

NOTICE IS HEREBY GIVEN that on **January 10, 2023** at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a **Work Session** at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering the item as described below:

Project Name: 637 & 639 Brownstone Road Preliminary General Plan Amendment (PA 01-22).

Project Location: 637 and 639 Brownstone Road, Oakley, CA 94561. APNs: 034-170-006 and 007.

Applicant: Zachary Wright, Discovery Homes Holdings, Inc, 4021 Port Chicago Highway, Concord, CA 94520. zwright@seenohomes.com

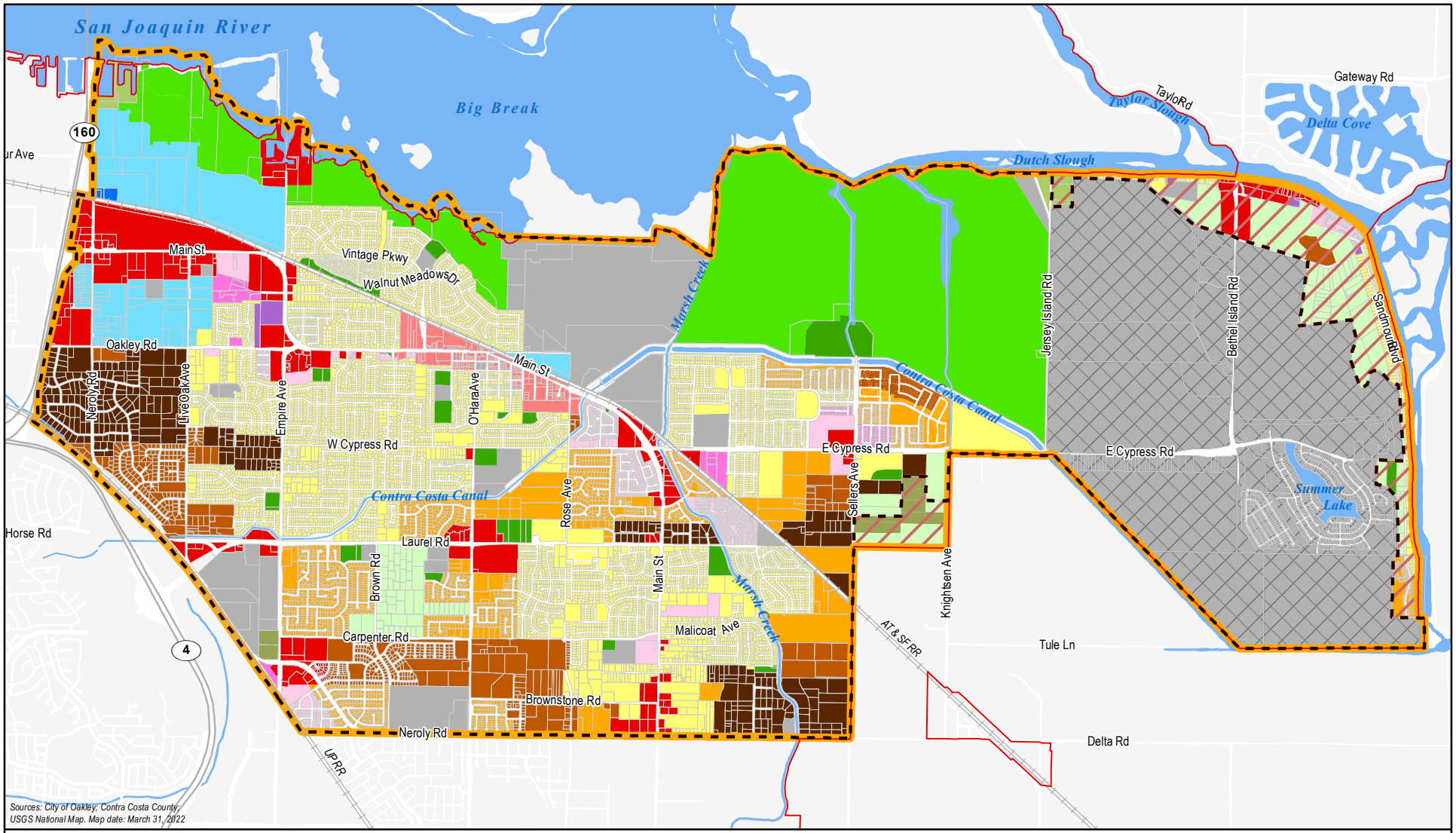
Request: This is a work session on a request by Zachary Wright of Discovery Homes Holdings, Inc. ("Applicant") to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Residential Very Low ("RV") to Residential Low ("RL") for the purposes of applying for a Vesting Tentative Map to subdivide the entire site (apx. 13 acres) into 39 single family residential lots of minimum 8,000 square feet. The project site is located at 637 and 639 Brownstone Road and is zoned R-15 (Single-Family Residential) District. (APN: 034-170-006 and 034-170-007). This is an advisory hearing only.

How to Review: The Staff Report and its attachments will be available for public review on or before January 5, 2023 online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the January 10, 2023 City Council agenda and clicking the project title link. Interested persons are invited to submit written comments prior to 5:00 P.M. the day of the hearing to Ken Strelo, Planning Manager Planner strelo@ci.oakley.ca.us.

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

City of Oakley
3231 Main Street
Oakley, CA 94561

This is a Notice of Work Session



OAKLEY
General Plan

LEGEND

- Oakley City Limit
- Oakley Sphere of Influence
- Oakley Planning Area
- Country Costa County Urban Limit Line
- Agriculture
- Agricultural Limited
- Rural Residential
- Residential Very Low
- Residential Low
- Residential Low/Medium
- Residential Medium
- Residential High
- Residential Mobile Home
- Commercial
- Commercial Downtown
- Commercial Recreation
- Business Park
- Light Industrial
- Utility Energy
- Public and Semi-Public
- Delta Recreation
- Parks and Recreation
- Specific Plan

Figure 2-2:

Land Use Diagram

0 ½ 1 Miles

De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm

STAFF REPORT

DATE: November 1, 2022

TO: Joshua McMurray, City Manager

Approved and Forwarded to the Planning Commission

FROM: Kenneth Strelo, Planning Manager

SUBJECT: **637 & 639 Brownstone Road Preliminary General Plan Amendment (PA 01-22) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Residential Very Low (RV) to Residential Low (RL)**

Summary

This is a work session on a request by Zachary Wright of Discovery Homes Holdings, Inc. ("Applicant") to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Residential Very Low ("RV") to Residential Low ("RL") for the purposes of applying for a Vesting Tentative Map to subdivide the entire site (apx. 13 acres) into 39 single family residential lots of minimum 8,000 square feet. The project site is located at 637 and 639 Brownstone Road and is zoned R-15 (Single-Family Residential) District. (APNs: 034-170-006 and 034-170-007).

Staff Recommendation

This is an advisory hearing only. There is no process to approve a project as a result of this work session. The Planning Commission may act in an advisory role to the City Council. Staff will include the Planning Commission's consensus direction and minutes from this meeting to the City Council at a future work session.

Preliminary General Plan Amendment Process

The process of amending the City of Oakley 2020 General Plan ("General Plan") is subject to California Government Code ("GC") Sections 65350 – 65362, which apply to the preparation, adoption and amending of general plans and general plan elements. GC Section 65351 is written as follows:

> "During the preparation or amendment of the general plan, the [City] shall provide opportunities for the involvement of citizens, California Native

> American Indian tribes, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the planning agency deems appropriate."

The application process for a General Plan Land Use Amendment can come with significant costs when factoring in Staff time involved in preparing documents, conducting analysis, holding non-public and public meetings, hiring consultants for technical and environmental studies and documents, and consulting with outside agencies. Since a General Plan Land Use Amendment is a legislative and discretionary action that sets the tone for all other land use decisions on a property, Staff encourages potential applicants to first file a Preliminary General Plan Amendment, or "PGPA".

The purpose of the PGPA is to allow Staff to provide a brief description of the proposed amendment and provide a concept of the project as submitted by the applicant to the Planning Commission and City Council. The applicant is provided a chance to present the request, further describe the concept, and provide insight behind the request. Requiring a conceptual design, helps to prevent requests for land use amendments for the sole purpose of increasing allowable density and therefore property value.

Background and Project Description

Previous Work Session and Concept

These same two parcels were the subject of a previous Preliminary General Plan Amendment (PA 04-21) heard by the City Council as a work session item on August 10, 2021. That preliminary request also showed a land use designation amendment on only the larger of the two parcels, except where the current application conceptualizes a change from Residential Very Low (RV) to Residential Low (RL), the former conceptualized the same parcel changing to Residential Low/Medium (RLM). The main difference between RL and RLM is the former allows a maximum of 3.8 dwelling units per gross acre, and the latter allows a maximum of 5.5 dwelling units per gross acres, resulting in a difference of 1.7 dwelling units per gross acre and at 9.97 acres, a potential difference of 17 homes. The previous conceptual site plan combined the two parcels (apx. 13 acres) into 58 single-family residential lots, resulting in an average density of 4.46 dwelling units per acre. The current conceptual site plan combines the two parcels into 39 single-family residential lots, resulting in a combined density of 3.0 dwelling units per gross acre. Under the current General Plan Land Use Designations of RV, the maximum allowable number of lots on 13 acres would be 30 units.

Feedback from the City Council during the work session can be referenced in the attached City Council Minutes dated August 10, 2021. To summarize, the Council received comments from members of the public, and a short presentation from the applicant. After public comments and hearing from the applicant, the Council asked

questions of the applicant and made comments to Staff related to existing traffic on Brownstone Road and the conceptual design not taking advantage of the nearby signalized Neroly Road (to O'Hara Avenue) to connect to the southern portion of the project. There were also comments related to the transition of density to neighboring parcels (some of which are still agricultural), and a desire to see the developer acquire the lot in the northwest portion of the site.

Land Use Designation (Existing and Proposed)

- Existing: Residential Very Low ("RV") - The RV designation provides for traditional, large-lot single-family residential development, which maintains the low density typical of a large-lot suburban development. Primary land uses include detached single-family homes and accessory structures. Public and semi-public uses and similar and compatible uses are also allowed.

- Proposed (for 9.97-acre parcel only): Residential Low ("RL") - The RL designation provides for moderate density, single-family residential development. These neighborhoods will more closely resemble a typical suburban development with spacious yards and little resemblance to a rural neighborhood. Primary permitted land uses include detached single-family homes and accessory structures. Public and semi-public uses and similar and compatible uses are also allowed.

Existing Entitlements

There are no existing entitlements associated with 637 & 639 Brownstone Road.

Site Conditions and Surrounding Land Uses

The project site is made up of two parcels of approximately 13 acres. The parcels include a frontage of approximately 610 feet along Brownstone Road, a western property line shared with Riata Subdivision in Oakley, and a southern property line shared with a single family residential subdivision located in Brentwood. A vineyard with a single residence shares the parcel's eastern property line.

Properties within Oakley's land use control lie to the north, east, and west of the subject parcel. Developed and undeveloped properties that surround the parcel are all designated RV in the General Plan. Riata Subdivision also includes RL designated land further toward O'Hara Avenue. The nearest RLM designated parcel is over 400 feet to the east. The nearest undeveloped RL parcel is over 850 feet to the east. Nearly all nearby properties designated RV in the General Plan are zoned R-15 District, or AL (Limited Agriculture) District, as is the subject property. Riata Subdivision is zoned P-1 (Planned Unit Development) District. The RLM and RL designated properties to the east are zoned R-6 District and R-10 District, respectively.

Project Description



The applicant redesigned the concept based on the feedback from the previous work session and submitted a new application with the Planning Division. Conceptual plans for this work session include a master plotting plan with 39 lots consisting of 22 single-story homes and 17 two-story homes. Home sizes range between 2,071 and 3,085 square feet of livable area. Lots are described as meeting an 8,000 square foot minimum size and meeting the development standards of the R-7 (Single Family Residential) District. The site plan is similar in design and lot size as the adjacent Riata Subdivision to the west.



Access to the site would be from Neroly Road to the south or through the existing Riata Subdivision to the west through Scabbard Way, which was planned to continue to the east onto this site (See inset). There is no direct access onto Brownstone Road. The conceptual plan does not show any continuation further to the properties located to the east, but Neroly Road would be another option to gain access to those properties in the future.

Analysis

Land Use and Potential Zoning

Requests for amendments to the underlying General Plan land use designation on a property should not be considered in a vacuum, or without consideration of not only surrounding uses or property, but their respective land use designations. The subject parcel at 9.97-acres and designated RV would be allowed a maximum of 23 dwelling units. If designated RL, it would be allowed a maximum of 38 dwelling units.

Combined with the 3.04-acre parcel to the northwest, the applicant is requesting 39 total lots for a gross combined density of 3.0 dwelling units per gross acre.

Making land use designation amendments resulting in inconsistencies with surrounding properties can create other land use conflicts in the areas of density, neighborhood character, and application of developments standards. In the case of this work session, RL would not match any of the adjacent surrounding property designations; however, the proposed conceptual site plan would provide for a residential neighborhood similar in density, layout, and lot size to the Riata Subdivision located directly to the west. For the sake of comparison, Riata Subdivision has a gross density of 3.6 dwelling units per gross acre (87 units on 24 acres). The conceptual project site plan has a gross density of 3.0 dwelling units per gross acre (39 units on 13 acres).

The conceptual plan presented to the City Council on August 10, 2021 and the one presented to the Planning Commission tonight have several differences. Significant changes from the previous conceptual plan session include no direct access to Brownstone Road, using Neroly Road as a main access, and reducing the total number of lots to reduce the density to be more consistent with the density of the adjacent subdivision. Based on the proposed conceptual site plan, the applicant took the feedback received from the City Council at the previous work session and redesigned the project accordingly.

Fiscal Impact

This project will not impact the General Fund. This is a developer-funded account. All Staff time and City of Oakley generated materials related to the processing of this application, including reproduction of physical copies and postage for public hearing notices, are charged to the account.

Recommendation

Staff recommends the Planning Commission provide the applicant and Staff with feedback regarding the Preliminary General Plan Amendment.

Attachments

1. ~~Vicinity Map~~
2. ~~Notice of Work Session~~
3. ~~City of Oakley General Plan Land Use Map~~
4. City Council Minutes from August 10, 2021 (Excerpt of Related Item)
5. ~~Applicant's Conceptual Plans~~

Excerpt of Item 7.2. Non-item related pages have either been removed or text with strike through.

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 August 10, 2021

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

Vice Mayor Randy Pope called the meeting to order at 6:30 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Councilmembers George Fuller, Aaron Meadows and Anissa Williams were also present. Vice Mayor Pope announced Mayor Sue Higgins was under the weather and therefore absent.

1.2 Pledge of Allegiance to the Flag (Mayor Higgins)

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

1.3 Introduction of Police Canine Harkon and Handler Tyler Radcliffe (Dean Capelletti, Chief of Police)

Chief of Police Dean Capelletti introduced Officer Radcliff and Police Canine Harkon.

Vice Mayor Pope welcomed them and commented he looks forward to many years of faithful service.

1.4 Introduction of newly promoted Police Sergeants Brian Foreman and Kevin Morris (Dean Capelletti, Chief of Police)

Chief of Police Dean Capelletti introduced newly promoted Police Sergeants Brian Foreman and Kevin Morris.

2) PUBLIC COMMENTS

Vice Mayor Pope discussed how to make a public comment and professional decorum for meetings..

Paul Seger commented as a public citizen. He mentioned there have been unusual circumstances over the past year, lessons have been learned, and new technologies created. He mentioned he finds it unacceptable that the City is mandating attendance in person for public comments and he would appreciate if at least one person could take a stand and offer public comments by phone or other method. He commented he doesn't understand how taxpayer dollars are not enough to give residents an opportunity to comment from home or in the Chambers, especially with new strains of COVID. He mentioned he knows other districts in the

see horse corrals and the applicant is proposing to put 59-61 units where before it was 34. He mentioned he would be open to a transition or some presentation about how this will be a jewel to the City, but he didn't hear it tonight and is not interested in entertaining it. He added that the approved map is now at a lower density so they are stuck with it but he doesn't want flag lots in the future.

Councilmember Fuller agreed with Vice Mayor Pope. He shared there are open places there with horses and vineyards. He shared coming from Southern California, in places like Cerritos and Chino, high density come in and they complain about smell and flies, etc. He mentioned people are currently there for the acreage. He commented he does not know how that will continue to go, but this pushes it too much.

Mr. Strelo commented that it sounds like the Council is not interested in a General Plan amendment on this site.

7.2 637 Brownstone Road Preliminary General Plan Amendment (PA 04-21) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH") (Ken Strelo, Principal Planner)

Mr. Strelo presented the staff report. He mentioned since the application was submitted, the applicant would be interested in purchasing the missing puzzle piece so the development would include that piece.

Councilmember Meadows inquired about the medium density.

Mr. Strelo responded single-family medium density is 3.8, low is 3.3 and 3.5 is high.

Public comments were submitted by Leonard Price, Warren Ganda, James and Lisa Drummond, Celine Damonte, Rebecca Mears, Jeff Robinson and Lucy Wetzel.

Leonard Price submitted written comment expressing concern regarding changing zoning to high density with small roads and limited parking. He explained traffic is already bad on Brownstone with a 40 mph speed limit and high school students walking on the side of the road to stay away from cars. He mentioned this type of housing does not fit into the neighborhood and is not the kind of development Oakley needs.

Warren Ganda submitted written comment asking the Council to consider how the proposed development may impact water with the current drought, electricity with PG&E requesting limited usage, traffic and safety, unsustainable growth, rental usage, and property taxes. He requested the Council deny the application to rezone to higher density and deny the permit to build until resources to support the growth are sustainable.

James and Lisa Drummond submitted written comment expressing concern regarding the proposed amendment for high density and requested the Council consider keeping the current zoning plan and any subdivision consistent with the existing neighborhood. They also expressed concern regarding traffic and safety.

Celine Damonte submitted written comment expressing concern regarding resources and sustainability of growth in Oakley, including water and power for both old and new homes. She

encouraged the City to consider working with homeowners for drought-resistant landscaping and solar. She requested the Council consider having enough resources in the City for existing residents before considering adding neighborhoods and if this project is considered, to have it remain lower density as fewer homes is better for everyone.

Rebecca Mears submitted written comment expressing opposition to the project because the road infrastructure cannot handle it. She explained the speed limit was raised at objection by neighbors, there is nowhere to widen the road, there is no signal at Brownstone and O'Hara or Main and Brownstone, there are no sidewalks, the road is already super dangerous where children and other residents travel by foot and the stop sign is frequently ran. She mentioned there is already so much being built and the City's roads and resources cannot handle the additional homes and traffic. She encouraged more businesses and stores to help the City grow, not packing in houses, gas stations and storage units.

Jeff Robinson submitted written comment expressing concern regarding the proposed high density as Brownstone already has issues with traffic, speeding and pedestrian safety. He mentioned he and neighbors have been addressing these concerns with the City for years and increasing homes will exasperate the problem. He mentioned he is not opposed to the builder providing homes in Oakley, but it can be accomplished with the allotment of 40 single family homes.

Lucy Wetzel submitted written comment advising to keep Oakley an agricultural city with wineries and restaurants and not overcrowd it with houses, especially when more schools, stores and restaurants are needed.

Vice Mayor Pope called upon Marilyn Tiernan to speak.

Marilyn Teirnan commented she has lived on Brownstone Road for 35 years where they have built a house, barn and pool and have spent a lot of money on their property. She indicated she knows development is expected but didn't anticipate high density. She shared her neighbors are involved but couldn't make it and thought they could call in. She mentioned they received notice on the 5th from Discovery Builders in an envelope with City of Oakley letterhead, but many neighbors didn't receive notice, including a neighbor who owns 3 homes on the road. She mentioned the ecosystem in Oakley is of concern. She commented that Brownstone has problems with traffic and there have been promises for road improvements; she could care less about pothole because they might slow people down, but what concerns her is there are children walking and baby buggies going up and down that road, and with more traffic, it will be disastrous. She mentioned higher density will reduce property values. She mentioned they have a large property and have gone without cable, city water, and sewer forever and are fine with that, but won't be fine with higher density development. She commented the developer is pushing his way through. She encouraged the Council to look at the plethora of issues this is going to cause.

Jeff Robison commented he lives on Brownstone and moved there because it was country before the subdivision across the street. He mentioned traffic is unbearable and even putting 40 houses on that lot would in his opinion, add another 120 cars with traffic going in and out. He mentioned he can't get out of his driveway now without almost getting hit. He shared he has spoken with spoke with Mr. Rohani and the former Police Chief and has pictures on his phone of people nearly dying from the traffic in front of his house. He mentioned he is passionate about this and has tried everything he can to get traffic to slow down and has almost given up on it. He shared his neighbors want to live in the country and have a little space, but with this

development, space would be condensed tremendously. He asked the Council how many houses can be provided water in the near future with the drought and to consider more houses on this property would be hindering the problem, not helping. He commented he doesn't mind people making money and shared he is a quasi-developer himself; people should be able to make money and properties are very expensive. He shared the 3-acre property adjacent to this went from asking $600k to $1.3 million. He condensing housing creates issues with traffic, parking and RV parking.

The applicant, Michael Ghiorso with Discovery Builders, commented he understands the concerns mentioned and mentioned they are developing it with the types of homes they offer which creates value for everyone in the area, including the houses surrounding it. He shared they are trying to provide amenities, but the infrastructure is very expensive and at the south end of the lot they would lose 60 feet. He mentioned the same for the Brownstone infrastructure; by increasing the road and creating a better roadway, with more families, maybe there would be less racing and other issues as it would send bigger message. He mentioned everyone makes money in their careers and they are faced with tremendous increases of costs of supplies to build homes and the timing to get it all plays into the value. He mentioned Oakley is in growth mode; there are families who want to live in the area and these houses can accommodate families with quality features, amenities, and backyards to meet needs of everyone. He commented that by increasing the size of lots, it increases the home price substantially and then it may become unaffordable, therefore, if the Council wants families to stay in Oakley, there needs to be an opportunity to buy a house at a price that makes sense. He shared they are trying to build communities that are appealing and reasonable. He mentioned with larger lot sizes there is more landscape to maintain and they are hearing from buyers that they don't want big lots to landscape and maintain every weekend. He explained they are trying to take that vision into focus for everyone; they are not trying to take from people, but to give to people and provide growth. He mentioned there is longevity of living in the area and young people want that opportunity also. He expressed he believes they deliver good square footage range and amenities. He shared he doesn't understand how the homes would decrease value as they increase the value of the community as a whole. He commented that many communities are fighting for the opportunity to keep people in their community; i.e., Solano County, and they are trying to produce something that makes sense for everyone.

Councilmember Meadows inquired about their pro forma price point per house.

Mr. Ghiorso responded the homes will range from the $700ks to $1 million.

Councilmember Meadows inquired if they looked at single-family medium density in that area.

Mr. Ghiorso responded that they looked at it, but when they perform a cost calculation for infrastructure; it is difficult to build an affordable home; if the price jumps up, they may not have enough buyers in that range.

Councilmember Meadows inquired if they can sell a million dollar home there.

Mr. Ghiorso responded there are many million dollar homes out there, but they will have a lower cost option.

Councilmember Meadows inquired why there is no connection to Neroly Road which will funnel all of the traffic to Brownstone.

Mr. Ghiorso responded they are extending the road to the property line.

Councilmember Meadows inquired if they are extending it, but not connecting it.

Mr. Ghiorso confirmed they are extending the road.

Councilmember Meadows commented that all traffic funnels back to Brownstone.

Mr. Ghiorso acknowledged that and explained they will widen Brownstone.

Councilmember Meadows commented that the proposed map would mean all traffic is dumping onto Brownstone because the project does not connect to Neroly Road.

Mr. Ghiorso responded that is correct. He mentioned there is a detention basin which drains back toward the development already there and at the corner of Neroly Road; they put a C3 detention basin to deal with it.

Councilmember Williams commented she has heard a couple of different things: 1) affordable housing, but million dollar homes are not affordable, and if a buyer pays that much, they want a bigger lot size, and 2) she is all for higher density if it provides a benefit to the community as is affordable, but $700k-$1 million dollar homes are not affordable and traffic is horrible on that road. She expressed she doesn't understand how the road can be widened.

Mr. Ghiorso commented on the back end of the community there is a possibility to have an outlet onto Neroly they can look at.

Councilmember Fuller commented he has the same objection here as with the other project in that the development is coming into high density right in the middle of single-family low density and there is no consideration of medium density. He mentioned high density is being proposed into a rural area of people who already have land and want to take care of it; if high density is brought right in the middle, it changes the whole flavor of the area in his mind.

Vice Mayor Pope commented that Councilmember Meadows brought up a good issue, He mentioned Neroly Road is signalized and better suited to handle traffic for any project approved here. He mentioned home owners would have to drive to Riata Park to Silver Spur to connect. He shared he has the same comment as before; this is jumping from low to high density with no transition. He inquired what Brentwood's plan is; it looks like low or very low; it is separated by Neroly, but still part of the neighborhood. He mentioned if they were able to get the remainder parcel, otherwise they will have agricultural uses on both sides; there is no transition. He commented that the purpose of zoning is to reduce adjacent uses and development will help, but it is piecemeal; part of the road is developed; it is already like that on Brownstone. He responded to the comment about drought landscaping and power in California and the developer must meet those requirements in California before houses are built. He mentioned this would be changing the existing condition since the City incorporated and he doesn't see a strong argument for it, rather he sees a lot of argument against it and wouldn't be in favor of entertaining it.

8) CLOSED SESSION

Vice Mayor Randy Pope announced the Closed Session item.

8.1 PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

There was no report out of Closed Session.

9) ADJOURN

There being no further business, the meeting was adjourned at 10:40 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

[DRAFT]
Minutes of the Oakley Planning Commission Meeting held November 1, 2022

1) OPENING MATTERS

1.1 Call to Order and Roll Call of the Oakley Planning Commission

Chair Shannon Shaw called the meeting to order at 6:30 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Commissioners Diego Verduzco, Leonard Price and Hugh Henderson were also in attendance. Chair Shaw announced Vice Chair Oleksii Chuiko was absent.

1.2 Pledge of Allegiance to the Flag

Commissioner Verduzco led the Pledge of Allegiance to the Flag.

2) PUBLIC COMMENTS

None.

3) CONSENT CALENDAR

3.1 Approve Minutes from the Planning Commission Meeting held September 6, 2022 (Libby Vreonis, City Clerk)

No public comments were submitted.

It was moved by Commissioner Verduzco and seconded by Commissioner Henderson to approve the minutes as presented. Motion was unanimous and so ordered. (4-0)

4) PUBLIC HEARINGS

None.

5) REGULAR CALENDAR

None.

6) REPORTS

6.1 Reports from Staff Members

Planning Manager Ken Strelo reported that City staff and its' consultants have been I contact with HCD regarding the City's Housing Element Update and have been assigned a member to review the Update; staff looks forward to setting up a meeting with that member to review any comments and staff will provide future reports on that process.

DRAFT

6.2 OAKLEY PLANNING COMMISSION
(a) Reports from Commission Members

None.

(b) Requests for Future Agendas

None.

7) WORK SESSIONS

7.1 637 and 639 Brownstone Preliminary General Plan Amendment (PA 01-22)-Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Residential Very Low (RV) to Residential Low (RL) (Ken Strelo, Planning Manager)

Planning Manager Ken Strelo presented the staff report and PowerPoint presentation.

Applicant Zachary Wright of Discovery Homes Holdings, Inc. commented that they took comments previously provided by the City Council and reduced the number of single-family residential lots within the subdivision from 58 to 39 as well as creating access to Neroly Road rather than Brownstone Road.

Online public comments were submitted by James and Lisa Drummond, Sinziana Todor and Shelly Fitzgerald.

James and Lisa Drummond expressed concern regarding increased traffic on their street, one of two entrances into the proposed subdivision, as well as traffic impact on the safety of children using the neighborhood park as passing by the park will be the most obvious path for accessing the new subdivision.

Sinziana Todor requested the amendment not be approved because the General Plan should not be changed for a builder because they cannot meet their bottom line, the staff report does not address state law which can lead to higher (up to 50% more) density, SB 9 and SB 10 laws could be applied in the future and increase density, and analysis for the regional impact of this subdivision needs to be considered since it is close to Brentwood's border.

Shelly Fitzgerald requested the amendment not be approved because the General Plan should not be changed every time a developer wants to increase their profits--the developer can make it work with the current General Plan, this area of Oakley retains the small town character they have all been saying they want to maintain, the staff report does not address state law which can lead to higher (up to 50% more) density, SB 9 and SB 10 laws could be applied in the future and increase density, and analysis for the regional impact of this subdivision needs to be considered since it is close to Brentwood's border. She suggested they consider implications of development on a larger and long-term basis, state identity goals clearly and uphold those goals.

James Drummond read his written comments into the record.

DRAFT

Jennie Verduzco provided expressed concern regarding access to the neighborhood that is already impacted by cut through traffic to and from Freedom High School and the existing traffic on Neroly Road. She suggested providing access to both Neroly Road and Brownstone Road.

Paul Seger suggested the existing neighborhood embrace the new neighbors as they will also be using the neighborhood park. He mentioned the Planning Commission has ability to request staff to research and provide more information. He commented on the 2010-2011 Citywide Residential Rezoning and that the City rezoned over 800 properties and many people were not made aware of the zoning changes regarding their properties. He suggested the Planning Commission ask staff about how many other properties were not rezoned properly. He mentioned on the 2010/2011 rezone, APN's ending in -07 and -06 which are 637 and 639 Brownstone and were rezoned to single-family very low which is inconsistent with the matrix in the back of the land use section of the General Plan for R-15 and 8,000 square foot lots and it would not be a taking if they put it back to R-20 or R-40. He explained the rezoning moved agricultural properties to higher density which eliminates 4-H and equestrian activities. He suggested the Planning Commission also look at what businesses are in the area as income may be impacted.

Marilyn Tiernan shared she has lived on Brownstone for 37 years and it is not a thoroughfare; it is a community where people go for daily walks, ride bikes and children walk to and from school. She requested the Planning Commission consider how the community can thrive after housing development is depleted by having livestock, community gardens, etc. that will assist with maintaining the wholesomeness of the community. She also asked the Planning Commission to consider what will pull families and seniors to live and stay in Oakley long-term such as economic vitality, safe communities, schools, activities, access to shopping, wildlife, etc. and to think about what will keep the people in Oakley throughout the day and on weekends so that Oakley gets the highest dollar per head and it stays in Oakley; something that housing alone will not do. She explained in the post-pandemic market, families are looking for larger lots with yards where their children can play safely outdoors, and housing should be community and eco-friendly. She mentioned "less crowded, less crime". She commented that developers do not live in the community and have been allowed to overbuild without infrastructure then take the money and run; however, the Planning Commission has the responsibility to ensure the physical and economic health of this community and allowing tract homes does neither.

Commissioner Price shared he has lived on Brownstone for 45 years and last year when this came before the City Council the roads on Brownstone were discussed; the roads are 8 foot across and vehicles travel all over the roads while kids walking to and from Freedom High School are also on the roads. He commented this development fits in better with the Riata neighborhood regarding size and the development will provide sidewalks on the side extending past Riata. He mentioned trying to get onto Brownstone from a driveway in this development with 40mph traffic would be suicidal. He expressed this is the best option that has been presented thus far with lot sizes larger than Riata and homes that are a better fit. He mentioned homes will continue to built in Oakley where there is space because Oakley needs the homes and they will continue to look at what is best for neighborhoods.

DRAFT

Commissioner Henderson inquired if the applicant has had any outreach to the surrounding neighborhoods.

The applicant indicted they have not had any additional outreach; they took the comments provided at the City Council meeting last year and dramatically changed the plan to accommodate those comments.

Commissioner Henderson inquired if there is any plan for outreach.

The applicant indicated that this is the first step but that is their plan when they get to the point of the General Plan.

Commissioner Henderson commented he thinks outreach is something that needs to be done for that area.

Chair Shaw expressed she would like to see outreach done before it goes to the City Council. She inquired if the applicant has acquired the adjacent lot.

The applicant responded that they have the other 3-acre piece under contract.

Chair Shaw asked staff to confirm if this is approved, if there is a way to limit it to the 39 proposed lots.

Mr. Strelo explained that is possible and would depend on how much acreage would be redesignated to a higher density so that the density is blended between the two properties so that the maximum number of units is 39 or whatever number is desired.

Chair Shaw requested that be put into the notes to the City Council when they consider this item.

Commissioner Verduzco inquired why no access to Brownstone was considered.

The applicant explained access to Brownstone was eliminated based on comments from the City Council and public and knowing that it is such an impacted road. He shared that they still will be providing improvements (sidewalk, curb, gutter and roadway) on Brownstone even though there will be no access onto Brownstone.

Chair Shaw thanked the applicant for hearing the concerns regarding density and access onto Brownstone expressed at the City Council meeting last year and for the changes that they have made to accommodate those concerns. She expressed she wants to see outreach done with the surrounding neighborhoods and limit the number of units.

Mr. Strelo expressed staff is clear that she would like to have a cap on the number of units to be built once the densities are blended between the proposed development and additional 3-acre parcel acquired.

The applicant inquired if the Planning Commission is satisfied with the 8,000 square foot minimum lot size if they do not go smaller than that.

DRAFT

Chair Shaw indicated she appreciates that the lots are larger than what was previously presented but this is something that the City Council started, and she does not want to see the density increased.

Chair Shaw inquired if staff has sufficient direction.

By nod, staff confirmed it has sufficient direction.

8) ADJOURN

There being no further business, the meeting was adjourned at 7:07 p.m.

Respectively Submitted,

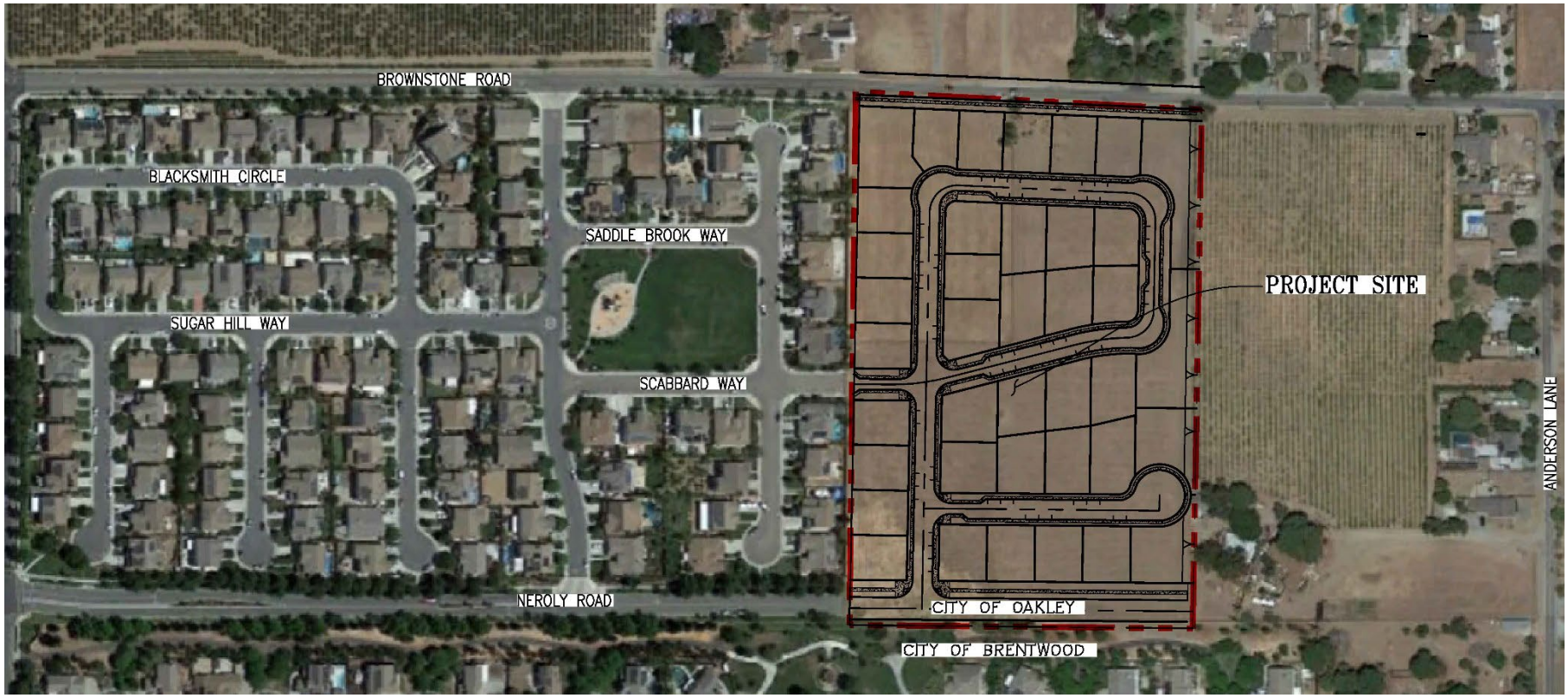
Libby Vreonis
City Clerk

DRAFT

Dear Resident,

You are cordially invited to participate at a community workshop on **December 8th from 5 PM to 6 PM** at the Oakley Recreation Center in Studio 1 (located at **1250 O'Hara Avenue**) to discuss a proposed 39-unit residential infill project on a 13-acre parcel located between Brownstone Road and Neroly Road east of the existing Riata subdivision. The project is proposing 8,000 sq-ft lots with a mixture of single story and two-story homes.

The Project's primary access will be off Neroly Road with a secondary access connecting to the existing access point into the Riata subdivision. Traffic calming will be integrated into the design of the connection to the Riata subdivision to minimize traffic and encourage traffic to Neroly Road. The project won't assess Brownstone Road. However, the project will improve Brownstone Road along the property boundary. If you are unable to join and have questions or comments regarding the project, please contact Zachary Wright at zwright@seenohomes.com



From:	TIMOTHY NIELSEN
To:	Zachary Wright; strelo@ci.oakley.ca.us
Cc:	mrosalez@comcast.net; jmdland@att.net
Subject:	Rose Lane Comments
Date:	Sunday, December 11, 2022 2:47:24 PM
Attachments:	Rose Lane Comments.pdf

Good afternoon Zachary,

I am following-up on the meeting you hosted for the neighbors adjacent to your Rose Lane project on Thursday evening. As discussed, I am concerned about the vehicular connection to Riata and the additional traffic that will bring past the neighborhood park. This is one of the busiest parks in Oakley, especially at evening peak hours, given the team practices that take place in the park several nights each week. It is also heavily used by children in the neighborhood and our community already has issues with motorists speeding through to use Silverspur as a cut-through between Neroly and Brownstone, despite the presence of the "round-a-bout".

A simple solution would be to turn the connection point between the two neighborhoods (see the attached map) into a greenspace with an EVA with bollards to accommodate emergency access, while still allowing pedestrian access to the neighborhood park in Riata. I have several other more minor design concerns that I have addressed on the attached development plan.

Jim and Mike, my neighbors who were also in attendance and back up to the project site, are copied here so that they can weigh in as well.

Thank you for your presentation and for soliciting input.

Tim Nielsen
606 Saddle Brook Way



Match low-water-use landscape palette in use on Brownstone.

Revise access point to be a green space with an Emergency Vehicle Access feature, similar to those on the west side of the Riata neighborhood along Ohara Avenue and Neroly Road. This will keep excess traffic away from the neighborhood park, but still allow pedestrian passage for easy park access. Use turfblock or similar to allow seeding.

Maintain meandering sidewalk design and grass/shrub/tree palette along Neroly Road.

Install guard rail to keep traffic off of this unused portion of Neroly until development of the roadway occurs further to the east. Cars frequently park at the existing end of Neroly or use that space to race.

DISTRIBUTION TABLE

PLAN#	1	2	3	4
	SINGLE STORY PHEASANT MEADOWS 2,071 SF	SINGLE STORY PHEASANT MEADOWS 2,665 SF	TWO STORY STONEWOOD 2,980 SF	TWO STORY PHEASANT MEADOWS 3,085 SF
	60'	69'-5"	45'	57'
COUNT	8	14	9	8
PERCENT	20.5%	35.9%	23.1%	20.5%

GRAND TOTAL HOMES: 39
TOTAL PERCENT: 100.0%

*SIDE YARD NOTE:
15' AGGREGATE SIDE YARD REQUIRED

TYPICAL MINIMUM LOT SETBACKS
ZONING R-7

ZONING REQUIREMENT NOTES:

SETBACK BETWEEN ADJACENT TWO STORY ELEMENTS SHALL BE 15FT

DRIVEWAY SHALL BE 25FT FROM GARAGE DOOR TO BACK OF SDWK.

DESIGN GUIDELINE NOTES:

VARY FRONT SETBACKS. NOT MORE THAN TWO ADJACENT HOMES SHALL HAVE THE SAME FRONT SETBACK. FOR EACH GROUP OF THREE ADJACENT HOMES, AT LAST ONE SHOULD CONTAIN A HOME WHOSE FRONT YARD SETBACK VARIES FROM NEIGHBOORS BY AT LEAST 5FT.

ONE STORY PORCHES MAY PROTRUDE UP TO 5FT INTO FRONT SETBACK

VARY REAR YARD SETBACKS BY 5FT WHERE VISIBLE FROM MAJOR ROADWAYS OR PUBLIC AREAS.

20% OF HOMES SHALL BE SINGLE STORY

50% OF CORNER LOTS SHALL BE SINGLE STORY

ROSE LANE - LOT STUDY

OAKLEY, CA

DISCOVERY DESIGN GROUP

JULY 11, 2022

50 0 25 50 100
(IN FEET)
1 INCH = 50 FT.

Name: ALEX SARMIENTO

Address: 37 BRANDING IRON CT, OAKLEY

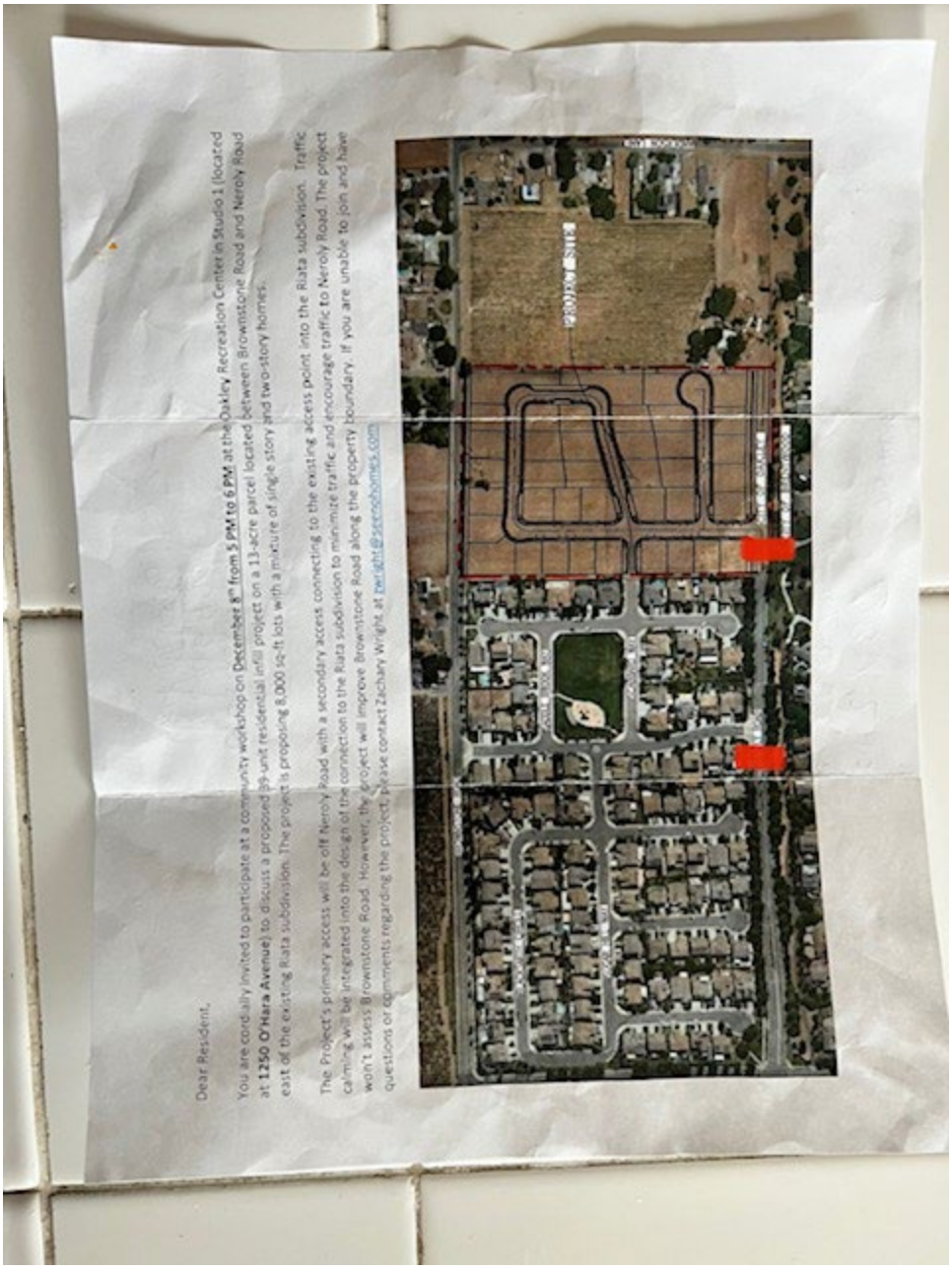
Comments: PROVID TRAFFIC CALMING ON NEROLY

From:	Derick White
To:	Zachary Wright
Cc:	martin@ci.oakley.ca.us; info@ci.oakley.ca.us
Subject:	Oakley Development end of Neroly
Date:	Wednesday, December 7, 2022 5:23:38 PM

Hello,

I live at 401, Silverspur Ln, Oakley. I'll be able to make the meeting, but how do we request speed bumps added on Neroly on both directions? This part of Neroly is already used as a drag street for illegal speedsters and people come around the corners really fast. Now that more drivers will be frequenting the neighborhood they should be installed for safety.

See attached photo for better explanation.



Thank you,

Derick White

From: Kathie Moe
To: Zachary Wright
Subject: Missed the Meeting regarding 1250 O"Hara Avenue
Date: Saturday, December 3, 2022 3:28:26 PM

Hi-

Thanks for reaching out with your letter. We [redacted] just opened the mail today.

My husband and I would just like to say we think there needs to be an additional exit to Brownstone Road. We aren't certain why efforts are being made to avoid Brownstone and redirect to Neroly.

Thanks for you Consideration--

Kathie Moe

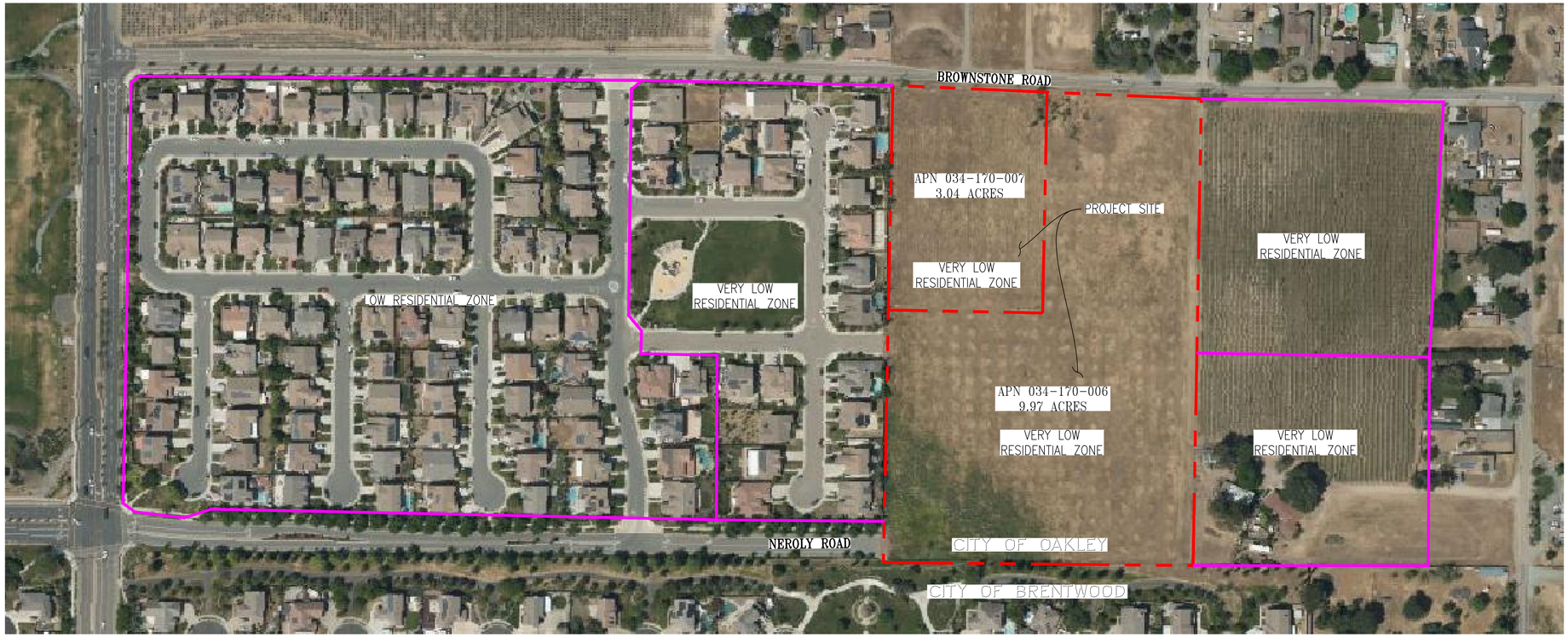
2832 Hawthorn Court
Brentwood, CA 94513

SUBDIVISION 9612
ROSE LANE
GENERAL PLAN DESIGNATION UPDATE

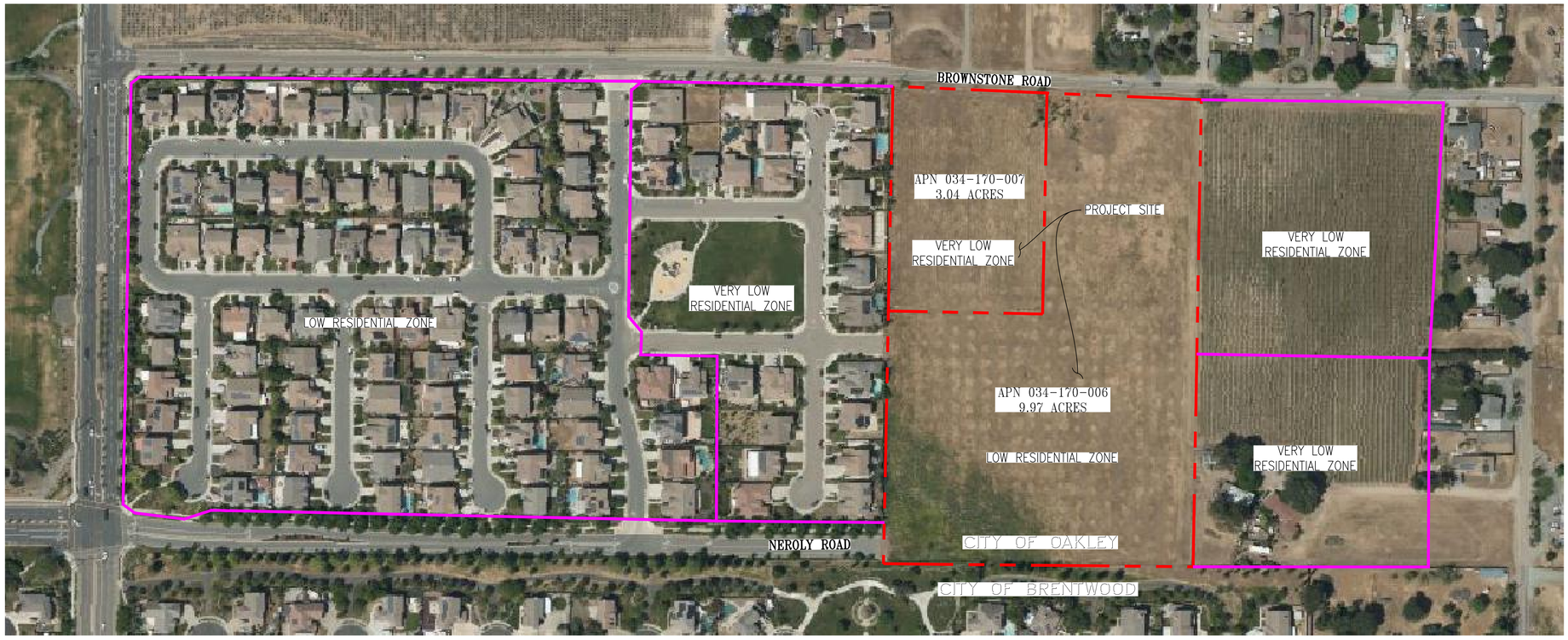
CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA

BELLECCI & ASSOCIATES, INC.
CONCORD, CALIFORNIA

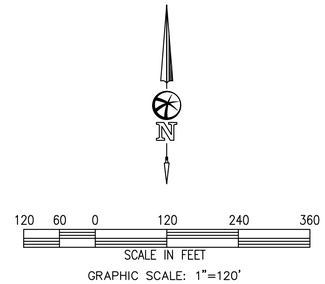
AUGUST 1, 2022 SCALE: 1"=120'



EXISTING GENERAL PLAN DESIGNATION



PROPOSED GENERAL PLAN DESIGNATION



GRAPHIC SCALE: 1"=120'

City of Oakley
Planning Division

AUG 4, 2022

RECEIVED

SHEET 1 OF 1
JOB NO. 220007

PRELIMINARY SITE EXHIBIT

SCALE= NTS

AUG. 01, 2022

ROSE LANE - SUBDIVISION 9612

CITY OF OAKLEY, CONTRA COSTA COUNTY, CA

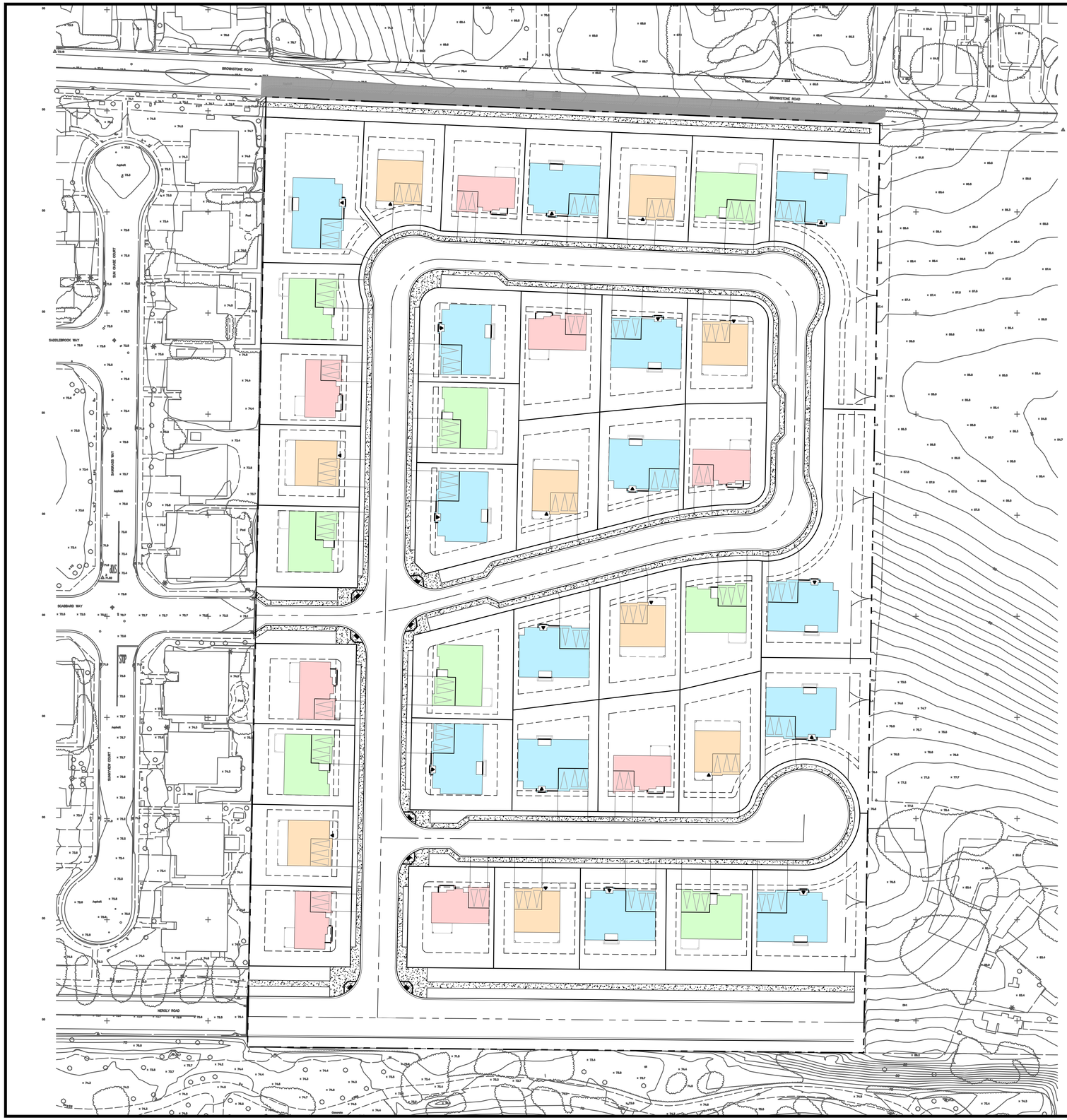
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PRELIMINARY STREETSCAPE

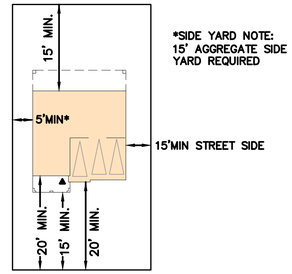
ROSE LANE - SUBDIVISION 9612

CITY OF OAKLEY, CONTRA COSTA, CA



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ROSE LANE - LOT STUDY

OAKLEY, CA

DISCOVERY DESIGN GROUP

JULY 11, 2022

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(IN FEET)
1 INCH = 50 FT.

STAFF REPORT

DATE: January 10, 2023

TO: City Council

FROM: Joshua McMurray, City Manager

SUBJECT: **Work Session – City Council Visioning and Strategic Plan Review**

Background

In January of 2021, the City Council held a work session to discuss their vision for Oakley. That works session was one of the first steps used in the development of the Oakley Strategic Plan 27+. With the two new City Councilmembers now seated, this is an opportunity to revisit this topic of both the vision for Oakley and to bring forward the Strategic Plan for review.

Recommendation

Staff recommends the City Council provide direction to Staff on their vision for Oakley and discuss the current Strategic Plan 27+.

Attachments:

1. Oakley Strategic Plan 27+



LIVE



WORK



PLAY

OAKLEY
CALIFORNIA

City of Oakley

STRATEGIC PLAN

2022–2027+

Adopted April 2022

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Sustainable Organization Goal 20

Team Oakley: Partnering for Success 22

OAKLEY
CALIFORNIA



Mayor Randy Pope



Joshua McMurray

Oakley has a vision for its future: Action. For the 5-year Strategic Plan 2027+ (SP27+), the City engaged many diverse community voices to explore who we are, who we want to be, and where we want to go. This process resulted in a clear mission, inspiring vision, redefined values, and a path forward. Now, more than ever, we recognize and celebrate the history, uniqueness, and future potential of our Delta city.

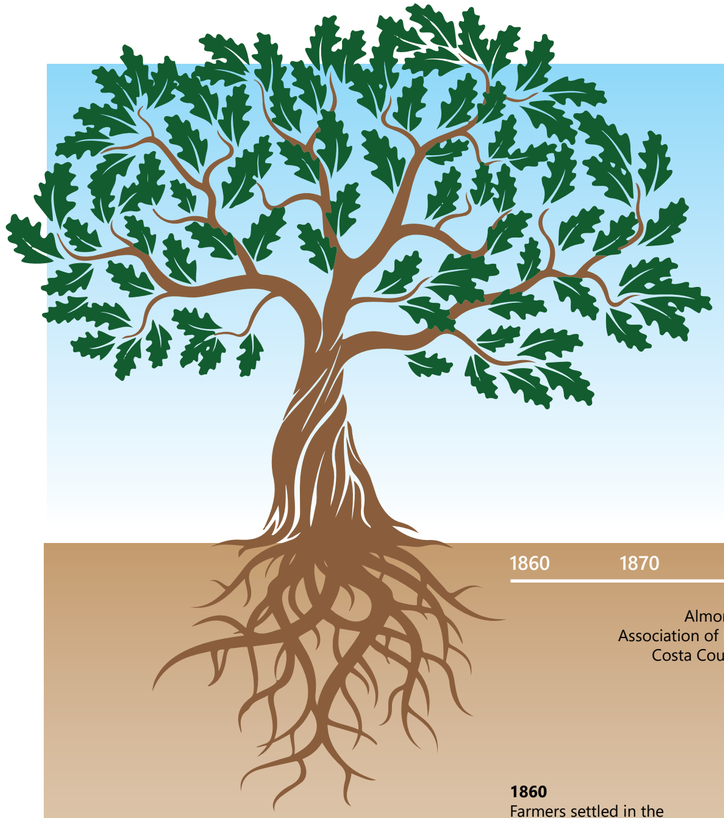
This time in the City's history is filled with excitement, growth, and so much possibility. SP27+ provides us with a long-term framework to provide exceptional service to residents and businesses while capitalizing on the shoreline to enhance the overall quality of the area for both visitors and businesses, investing in people and technological advances for organizational sustainability, and leveraging recent successes, like the Logistics Center, that can provide regional jobs and associated economic activity and investment. The SP27+ gives us focus and keeps our priorities centered around what matters most to our engaged residents, businesses, and partners.

As one community oriented around action, we collectively set our sights on strategic and thoughtful growth, safe and healthy neighborhoods, vibrant open spaces, collaborative engaged partnerships, and a sustainable organization that will benefit current and future residents and businesses. These goals will be realized through our collective values, to set our **PATH** forward: **Promoting** fair and equitable stewardship of our community, **Advocating** for a collaborative environment, demonstrating **Transparency** for accountability, and leading with **Honesty** and integrity. Together we can cultivate an inclusive and vibrant City where we live in a safe community, work together, and play in our backyard.

We look forward to working with you as we take action toward creating a resilient future that fosters and attracts a vibrant and evolving community that welcomes and values all people.

Randy Pope
Mayor

Joshua McMurray
City Manager



Oakley's History

Officially incorporated on July 1, 1999, Oakley is the 11th newest city in California. Oakley is one of the last pioneer communities established inland from California's great coastal centers. Located beyond the extensive San Francisco Bay, the area was historically known as a railroad town along the Santa Fe railroad line and became San Francisco's easternmost frontier for agricultural production in the 1960s.

Early landholders in the 1860s, including Fred Babbe, Andrew Walker, Samuel Sellers, James O'Hara, Edward Emerson, and Benjamin F. Porter, all grew vegetables, fruits, and grains for the San Francisco Market.

In 1898, a native of Ohio and Civil War veteran Randolph Marsh bought 12 acres in the northwest quarter of Section 25 of eastern Contra Costa that became Oakley Township, and the streets, Main, Acme, Ruby, Star, and Home, so christened by Marsh, recall his name today. During the same period, Mary O'Hara, wife of Oakley pioneer James O'Hara, became the first president of the Ladies Improvement Club, which was later known as Oakley Women's Club, established one of the first free libraries in Contra Costa County.

From the early 1900s through the 1960s, Oakley was a very self-sufficient town as it supported an automotive and farm equipment dealership, a hotel, four schools, several grocery stores, movie theaters, restaurants, and bars. The Atchison, Topeka, and Santa Fe railroad – also known as one of the larger railroads in the United States in the 1900s – stopped in Oakley morning and night, allowing easy transport to Stockton for more expanded shopping opportunities and cultural enrichment. Transformation of Oakley from an exclusively agricultural community to a bedroom community supporting an industrial waterfront caused community changes in the late 1950s.

Today, Oakley has blossomed into a growing suburban community of planned business and commercial development, landscaped parks, shopping centers, and abundant leisure opportunities, including excellent fishing and recreational boating opportunities along the Delta.

1860 1870 1880 1890 1900 1910 1920 1930 1940 1950 1960 1970 1980 1990 2000 2010 2020 2030

1860 Farmers settled in the Oakley area

1889 Almond Growers Association of East Contra Costa County formed

1898 First Postmaster appointed

1900 Santa Fe Railroad first train

1905 Oakley Hotel built

First annual Oakley Jack Rabbit Bar-b-que

1913 First library established

Oakley Women's Club founded

1915 Vineyards developed

1924 Fire struck Oakley, burning most of the businesses in town

1928 Levee break north of town flooded 2.5 sq. miles

1930 Fire struck downtown

1945 Oakley Sanitary District formed

1947 Oakley Observer established

1949 Oakley Observer renamed East Contra Costa Observer

1950 First shopping center

Chamber of Commerce founded

1955 Water treatment plant opened

1986 Miwok skeletons found in Big Break area

1996 Freedom High School opened

1999 The City of Oakley incorporated

2009 First Harvest Festival

2012 First all-abilities playground

2014 Oakley Veterens Memorial opened

2016 City Police department formed

2019 Recreation Center opened

2020 Contra Costa Logistics Center broke ground

2010–2021 ~2,600 new single family homes constructed

2022 General Plan updated and Strategic Plan adopted







Mission, Vision, and Values

As part of the SP27+ community process, the City's Mission, Vision, and Values reflect our mission to grow with purposeful intent while embracing our diverse and vibrant communities who choose to build their lives and livelihoods in Oakley's Delta heartland. In recognition that the City is under new leadership and that our community has almost doubled in size, the City is committed to a **PATH** forward to create a better Oakley today while anticipating who Oakley is becoming. Although the City is still young we are advancing to meet the planned growth that was set almost 25 years ago. The SP27+ revisits what is important to the diverse communities and recalibrates the City's collective priorities while not losing sight of what binds us together through our core values. We encourage every citizen, business, and visitor to support our Mission, enliven our Vision, and promote our Core Values to realize a City where anyone can choose to Live, Work, and Play.

Mission

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

Vision

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

Core Values

Our values guide us on a **PATH** to where we want to Live, Work, and Play in the heart of the Delta.

Promote fair and equitable stewardship for the welfare of our diverse individuals that comprise our inclusive community.

Advocate a professional and family-friendly environment where Council, Staff, and the Public can envision and realize the City's future together with a recognition of our shared commitments and opportunities.

Transparency is how we will create accountable partnerships to cultivate communication and collaboration to engage our thriving community.

Honesty and integrity are the foundation for building trust and fostering teamwork to live our mission and vision.

OAKLEY

Our values guide us on a **PATH** to where we want to **Live**, **Work**, and **Play** in the heart of the Delta.







Goals and Priority Objectives

Throughout the SP27+ process, it was broadly acknowledged that the City is growing fast since its incorporation in 1999. With the population doubling in almost 2 decades the City is well positioned to design its future and take advantage of its home-town position on the edge of the Delta. With input from more than 400 community members, it is recognized that Oakley is converging from a rural farm town to a central location that can provide and serve local and regional jobs while providing a safe and vibrant community. More than 69 percent of the community said that Oakley was a good to excellent place to live based on its access to schools and regional jobs, its safe hometown feel, and abundant parks and active community events. But with rapid growth also comes challenges and the community participation helped to steer the SP27+ in the direction of addressing key stressors in order to keep us on the path where Oakley residents, businesses, and visitors can Live, Work, and Play in the heart of the Delta. Primarily participants asked for the City to create more access to shopping, groceries, and jobs while balancing housing with infrastructure demands to manage traffic congestion and public safety.

The SP27+ Goals and Priority Objectives were developed with no implication of hierarchy of importance and outlined in the following sections. It also should be recognized that some goals will be launched in tandem and some may not be launched for years to come based on shifting circumstances and priorities. What is critical is that the City has a vision and plan that allows Council and Staff to weigh priorities and measure them purposefully while respecting investments made for both short- and long-term gains. The joint commitment of the Council and Staff is to move the City's goals forward and achieve alignment based on purposeful communication to partner for informed decision-making to advance progress.

The City's goals, illustrated below, will be accomplished through priority objectives that will be measured, evaluated, and prioritized though the annual budgeting process to realize and advance the City's potential.

Oakley's Goals

Community and Economic Development

- Strategic and Thoughtful Growth
- Business-Friendly Environment
- Local Jobs

Community Health and Safety

- Safe Streets
- Healthy Neighborhoods and Community Resources

Parks and Open Space

- Parks and Public Areas
- Programs and Recreation

Community and Collaborative Partnerships

- Community Outreach and Engagement
- Collaborative Partnerships

Finance and Fiscal Responsibility

Sustainable Organization

Community and Economic Development Goal

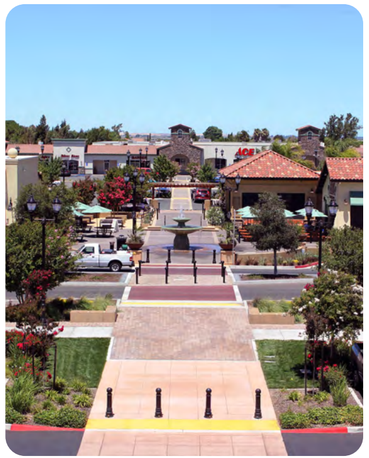
The City of Oakley will inspire and encourage Community & Economic Development through strategic and thoughtful growth, a business-friendly environment, and local employment opportunities.

Strategic and Thoughtful Growth Sub-goal

We will strategically plan and thoughtfully align our residential, commercial, and industrial growth to meet our short- and long-term vision.

Strategic and Thoughtful Growth Objectives

- Strategically plan and pursue commerce that meets the new service demands of local residents and attracts customers as a destination (e.g., grocery store, retail, entertainment, and light industrial near Amazon and on west end).
  - Attract businesses that create alternative revenue sources to property tax through sales and business taxes and employ our residents.
  - Seek, in conjunction with the community, sustainable economic opportunities to attract businesses and create jobs, while being sensitive to the types of businesses the community needs and wants.
  - Prioritize planning by targeting new businesses that align with Oakley's vision.
- Provide affordable housing sites that meet our legislated Regional Housing Needs Allocation (RHNA).
- Update Oakley's Downtown Specific Plan to reflect and envision the City's future.
  - Encourage quality, sustainable growth--housing with business and requisite road infrastructure and sidewalks to support pedestrian and bicyclist movement.
  - Leverage the train platform that will offer better access for Downtown programming.
  - Create better streetscapes that can promote traffic calming.



The City of Oakley will strategically plan and thoughtfully align the town's residential, commercial, and industrial growth to meet both its short- and long-term goals.

  - Consider funding elements of the Downtown Specific Plan with American Rescue Plan Act (ARPA) monies.
  - Revitalize and draw people downtown to live, work, and play.
    - —*Develop an expanded downtown with additional buildings and mixed use.*
    - —*Consider a park, including programming specific to Economic Development, from north 2nd Street to Rose Ave.*
    - —*Develop or sell City-owned properties based on community benefit.*
    - —*Consider relocating the co-hosted City/High School Library to a downtown location that can be a unifying location for Seniors, Youth, Veterans, and possible satellite location for County services.*
    - —*Research rezoning of River Oaks Crossing*
- Develop a vital Shoreline Plan to attract both people and commerce to our waterfront.
  - Expand marina zoning: restaurants, recreational access, fishing tournaments, 55-acre park.
  - Determine viable economic uses of the Oakley shoreline and visit other cities to see how they attracted visitors as a destination (e.g., new Science Center).
- Plan and develop Cypress Corridor holistically with improvements and commerce to service new development to ease downtown traffic (e.g., grocery, restaurants).
- Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:
  - Update zoning to promote single and multi-family housing, mixed use, light industry, and commercial opportunities and remaining residential opportunities. Ensure that zoning considers potential conflicts with adjacent properties that are not compatible.
  - Enforce codes consistently in all districts to create consistent standard to code enforcement by using a combination of reactive and proactive code enforcement.
    - —*Maintain code enforcement officers and provide proper training.*
  - Encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals by focusing on formal plan and study outcomes.
  - Require developer fees for proper infrastructure (e.g., roads and parks) to support development and growth.
  - Communicate and build consensus through the results of the special studies that are commissioned to provide for the feasibility of projects and engage the public at the beginning of all projects to ensure project delivery is not stunted or stopped without defining success from all stakeholders.
- Enhance Environmental Stewardship
  - Collaborate with the water and sewer special districts to maximize the distribution and use of recycled water.
  - Explore and report on green energy opportunities.
    - —*Solar at City facilities*
    - —*Expansion of City's EV Charging Program*



The City of Oakley's business-friendly environment will attract residential, commercial, and industrial partners to revitalize Oakley where people will come to Live, Work, and Play.

- Remove the allowance for non-drought tolerant landscaping.
- Ensure new residential construction meets adopted standards for energy efficiency, including solar and power storage.
- Implement energy, air quality, and greenhouse gas emissions goals within the Oakley General Plan, including the adoption and implementation of a Climate Action Plan by 2025 that complies with State greenhouse gas reduction targets.

- Complete a comprehensive update of the City's Zoning Code.
  - Ensure consistency with current and future vision for Oakley and the recently updated Oakley General Plan.



Oakley will partner with and attract businesses that can employ our regional workforce to invest in local talent.

Business-Friendly Environment Sub-Goal

Our business-friendly environment will attract residential, commercial, and industrial partners to revitalize Oakley where people will come to Live, Work, and Play.

Business-Friendly Environment Objectives

- Research other "like cities" to develop a Strategic Business Outreach Plan.
  - Conduct a Stimulate Oakley Business analysis for Oakley and compare to adjacent cities for differentiators and opportunities.
  - Develop a Business Vision for Oakley that will attract and retain high-quality, diverse commerce through incentives for businesses including small businesses.
  - Develop a Property Utilization Plan on City-owned properties to maximize the City's potential return on investment.
- Bolster and support existing businesses through the use of financial and funding incentives such as business low-interest loans, grant funding, ARPA funding, and promote "buy local" incentives.
- Showcase businesses through active engagement and outreach (e.g., social media, storefronts images, local business newsletter with coupon book included).
- Continue to streamline business license fee/permits.
- Beautify Oakley's streetscapes, parks, and business facades to attract and retain businesses and their customers.

Local Employment Opportunities Sub-Goal

We will partner with and attract businesses that can employ our regional workforce to invest in local talent and expertise.

Local Employment Opportunities Objectives

- Capitalize on Logistics Center and strategize with developers and surrounding property owners to create job opportunities.
- Create employer-employee partnerships to reduce State's regulations on vehicle miles traveled (VMT) and complement our existing housing (Logistics Center development).



Community Health & Safety Goal

The City of Oakley will protect our public and prioritize safe streets, healthy neighborhoods, and robust community resources to benefit our most valued assets — our people.

Safe Streets Sub-Goal

We will preserve and secure the City of Oakley with safe streets that are welcoming to motorists, cyclists, and pedestrians.



Oakley will preserve and secure safe streets that are welcoming to motorists, cyclists, and pedestrians.

Safe Streets Objectives

- Create an Emergency Disaster & Response Plan including resiliency resources.
  - Develop a Communication Plan for emergency responders, Public Works, the public, and other key stakeholders.
  - Provide and reinforce public and staff training through regular community meetings.
  - Ensure resiliency to power outages (traffic controls, cellular and broadband backup, generators).
  - Implement training, communicate broadly, and seek grants for implementation.
  - Modernize the Oakley Emergency Operations Center (EOC).
- Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for people including emergency responders.
  - East Cypress Corridor Specific Plan Area
  - Main Street – improve areas to their full right-of-way
  - Complete Laurel Road, including widening to its full width, and the extension and over-crossing over the railroad track to Sellers Avenue
- Explore improving lighting for safety.
- Align police resources with City's growth.
  - Develop and implement a staffing plan to scale police personnel to City's growing safety needs.
  - Streamline and civilianize where appropriate (i.e., admin, budget/finance, records, property, fleet management, etc.).
  - Improve and invest in technology.
    - —*Map accident scenes to open roads quicker.*
    - —*Research red light cameras to supplement sworn enforcement officers.*
    - —*Create a larger "cyber shield" over the City via a robust camera program.*
  - Establish strong neighborhood watch programs, including National Night Out, and maintain close communication between the neighborhoods, the City Council, Oakley Police, and City Hall.
  - Collaborate with neighboring agencies to maximize efficiencies with shared resources (e.g., equipment).
  - Expand the Citizen Emergency Response Training (CERT) program.
  - Dedicate traffic enforcement team to improve traffic safety.
- Prioritize road improvements and provide robust enforcement to manage traffic, given accidents are the #1 safety challenge.
  - Consider road improvements such as delineators for areas where speed is an issue.
  - Implement traffic-calming policy and update to new practices for increased traffic as Oakley grows.
- Promote Safe Pedestrian and Bike Routes.
  - Collaborate with School Districts to apply for State and Federal grants to create safer and more accessible connectivity.
  - Improve trail connectivity to provide pedestrians and cyclists safe passage.

Safe and Healthy Neighborhoods + Community Resources Sub-Goal

We will offer a high quality of life by partnering with residents and businesses to promote and maintain a safe and healthy living and work environment with community resources to serve our diverse community.

Safe and Healthy Neighborhoods + Community Resources Objectives

- Rejuvenate our downtown and residential and business developments to discourage blight through beautification and development of standards for commercial code enforcement.
- Promote community service opportunities to build the community and beautify Oakley.
- Implement Phase 2 of the Recreation Center.
- Connect and promote the County and Non-Governmental Organizations (NGOs) resources available to assist our vulnerable populations (e.g., unhoused persons, people seeking mental health assistance, Veterans services).
  - Educate and promote use of 211 for essential community services.
  - Initiate and partner with other agencies to create regional support to provide services to help unhoused persons.



Oakley will maintain close communication between the neighborhoods the City Council, Oakley Police, and City Hall to manage traffic.

Parks and Open Space Goal

The City of Oakley will capitalize on our greatest Delta asset where our residents, businesses, and visitors can recreate and relax.

Parks and Public Areas Sub-Goal

We will upgrade and maintain our City parks and open spaces to be a focal point that encourages community use and civic pride.

Parks and Public Areas Objectives

- Upgrade and develop parks and open space for diverse interests and expanded under-served areas to reinvigorate "play" in Oakley.
  - Envision a Downtown Park to attract people downtown (e.g., new park parallel to the railroad tracks with a museum and bocce ball courts).
  - Envision, develop, and fund Oakley's 55-Acre Regional Park and seek grant funding that will compete at the State level.
    - *Envision Oakley as the front door of the Delta and one of California's natural wonders.*
    - *Include trail and waterway access to attract outdoor sporting such as hiking, kayaking, boating, and recreational and sports fishing that would serve as an amenity to draw homeowners and sporting events alike.*
  - Create and maintain sporting fields (bocce, baseball/softball, soccer, equestrian arena) and provide shade, bathrooms, and lighting services.

Programs and Recreation Sub-Goal

We will serve our diverse people, parks, and programs by providing inclusive activities and access to engage the City's family and friends in science, culture, sports, and creativity.

Programs and Recreation Objectives

- Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.
  - Celebrate and promote our local history through educational and enrichment opportunities and consider work with historical society.
  - Complete Phase 2 of Oakley's Recreation Center to encourage indoor sports, Camp Room, and Teen Room for classes.
  - Continue to offer special events and streamline the process for community groups to host events that create a sense of Oakley community and showcase the importance of families, youth, seniors, and Veterans.
  - Promote Oakley's events and recreation and differentiate our offerings from adjacent cities.



Community and Collaborative Partnerships Goal

The City of Oakley will build strong community and collaborative partnerships to be mutually beneficial and co-create shared goals.

Community Outreach and Engagement Sub-Goal

We will engage and partner with our residents and businesses in meaningful and relevant dialogue to realize our shared vision and values.

Community Outreach and Engagement Objectives

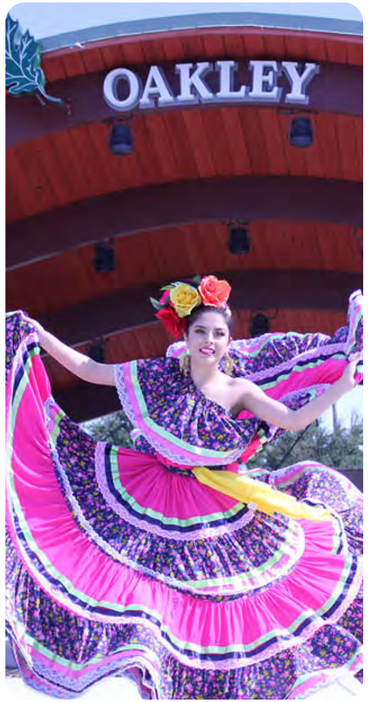
- Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.
  - Encourage community neighborhood involvement, such as cleanup walks, that reinforce healthy lifestyles and shared goals with Oakley Police, Council, and City Hall.
  - Create interactive face-to-face dialog as a supplement to one-sided social media communication where full participation cannot be facilitated due to Brown Act limitations.
    - —*Promote City Council/Community meetings through social media to inform about agendas where public can participate in person.*
  - Celebrate Oakley in demonstrating and communicating our achievements in accomplishing SP27+, community events, and activities that unite us (e.g., Heart of Oakley, Harvest Festival, Christmas Tree Lighting, Summerfest Celebration, etc.).
  - Actively uphold Oakley's Governance Guidelines & Protocols Policy to encourage productive partnerships, positive communication, and achievement of short- and long-term goals.
- Increase Oakley's communication through outward-facing media, social media platforms, and website.
  - Promote City Council agendas and decisions via social media with updates on economic activity, business growth, and community events.
  - Communicate how Oakley is living its core values and meeting its stated mission and vision (e.g., newspapers, electronic boards, website, newsletter, social media).
  - Modernize website to be user friendly, transparent, functional, and reflective of the City's vision.
- Communicate and uphold the City's information systems to reinforce transparency and access to build trust.

Collaborative Partnerships Sub-Goal

We will foster and maintain strong relationships with our public-private partnerships to mutually benefit our shared goals.

Collaborative Partnerships Objectives

- Consider creating new partnerships that will involve community participation (e.g., Park and Arts Commission).
- Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly.
  - Diablo Water District
    - —*Develop collaborative efficiencies to serve our shared constituents.*
  - Ironhouse Sanitary District
    - —*Consider opportunities for water reuse (e.g., recycled and industrial water).*
  - Mt. Diablo Resource and Recovery (MDRR)
  - CONFIRE
  - School District
    - —*Explore joint-use opportunities to optimally partner with elementary and high school (e.g., satellite classrooms and recreation, library).*
    - —*Re-visit agreements with shared facilities and public access.*
  - County/Region/State
    - —*Encourage collaboration for public safety and enforcement particularly where there is multi-jurisdictional responsibility (e.g., fire, road access, school sites).*
    - —*Discuss Regional Park interests.*
    - —*Invite key elecetds, Board representatives, and others to speak at Council meetings for outside updates and perspective.*
  - NGOs
    - —*Partner with Rotary, Friends of Oakley, Kiwanis, Oakley Delta Lions Club, Oakley Seniors Club, Veterans of Oakley, Masonic Lodge and Concordant Bodies, Friends of the Oakley Library.*
    - —*Consider creating a Sister City.*
    - —*Consider expanding outreach to NGOs beyond our region.*



We will celebrate Oakley with community events and activities that unite us.

Finance and Fiscal Responsibility Goal

The City of Oakley will leverage its financial resources for the long-term benefit of our residents and businesses while maintaining sufficient reserves to provide stability and ensure a successful future.

Finance and Fiscal Responsibility Objectives

- Communicate on financial updates including financial health, priorities, and unexpected expenditures.
  - Provide training related to community facility districts to educate the public regarding the various types of assessments, which are not all taxes.
  - Educate Executive Leadership and Council on annual budget through communication, reporting, and training to create better partnership on fiscal strategies.
  - Educate the community on large, planned revenue expenditures and how surplus monies will be invested or retained for long-term "rainy day" funds (budget process).
  - Partner with Special Districts and agencies to realize economies of scale and efficiencies.
- Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).
  - Consider input by the community on how funds should be prioritized.
  - Implement technology upgrades to improve transparency and public access to City documents and remote transactions.
  - Make the most needed improvements to streets, utilizing development's improvements, funds from the sale of property, and other financing sources to make improvements to the East Cypress traffic flow situation, etc.
  - Complete a feasibility study pertaining to broadband services and free Wi-Fi throughout the City.
  - Provide one free session of City-run summer camp to Oakley residents.
- Develop a sustainable financial plan that will identify opportunities for less dependency on property taxes while maintaining the quality of life that residents and businesses expect.
  - Attract more businesses (commercial and industrial) to increase Oakley's per-capita Sales and Use Tax revenues.
  - Seek to supplement existing funding sources with State and Federal grants for special projects.
  - Consider the implementation of an EIFD (enhanced infrastructure financing district) to make infrastructure improvements that will attract businesses and generate revenue.
- Align infrastructure spending and long-term growth so we can plan beyond two years to improve streets and parks and provide for long-term maintenance.
  - Create an internal services fund for facilities maintenance and improvements.
  - Establish a minimum baseline for General Fund contributions for street maintenance and improvements and include a growth factor in the recurring operating transfers budget each year.
- Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:
  - Service for public-business license applications/other applications
  - Financial modeling and finance/budget balancing
  - Public safety and roads
  - Customer-Friendly access to the City's financial reporting information and to allow easier transactions without the need for customers to come to City Hall
  - Infrastructure and asset management
- Develop a Financial Strategy and Reporting Policy
  - Continue to receive third party professional acknowledgment of our City's financial practices:
    - *Continue to present, apply for, and receive the Government Finance Officers' Association Award on the City's Annual Comprehensive Financial Report.*
    - *Continue to apply for and receive the California Society of Municipal Financial Officers' Operating Budget Excellence Award.*
  - Continue to update the Budget Strategies and Financial Policies in the City's annual budgets.
  - Consider how to include performance audits in the City's budget to provide accountability for performance and compliance.
  - Maintain 10-year budget forecast to be updated with each annual budget.
  - Establish a 30% General Fund Reserve Policy to protect the City's operations from a sudden drop in property tax and development-related revenues.
  - Establish a formal policy for the restrictions on and allowed uses of funds in the 30% General Fund Reserve Policy.
  - Consider separating out the Capital Improvement Project (CIP) budget from the general operational budget.
    - *Itemize individual project line items for Council consideration in addition to aggregated projects.*
  - Align Strategic Plan Goals and Objectives into the annual budget document, including performance measures.



Oakley will leverage financial resources for the long-term benefit of our residents and businesses.

Sustainable Organization Goal

The City of Oakley will create a vibrant municipal workforce that reflects our commitment to an inclusive and equitable community and can meet our mission today while striving for our envisioned future tomorrow.

Sustainable Organization Objectives

- Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.
  - Create a competitive compensation package that is sustainable to attract and retain our greatest assets – our people.
  - Provide appropriate training and professional development to keep up with regulatory requirements and skill sets to maintain the City.
  - Properly staff our Police Department to best protect and serve Oakley.
  - Address staffing limitations by hiring, contracting, or prioritizing programs, projects, and initiatives to scale appropriately.
  - Base the City's performance on execution of SP27+ and other major initiatives.
  - Encourage employee wellness by creating a safe and healthy work environment, an Employee Assistance Program (EAP), regular employee appreciation events and team building, and the employee wellness program.
  - Rebuild and re-energize staff by surveying all employees to understand what would make Oakley a great place to work (e.g., work life balance, work from home schedule).



Oakley will encourage employee wellness by creating a safe and healthy work environment.

- Identify and invest in resources to execute the City's responsibilities.
  - Invest in Electric Vehicle fleet, which would require downtown charging stations.
  - Upgrade IT services to include new computer systems and more efficient IT response to computer and technical issues to ensure projects can be delivered efficiently.
  - Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.
    - *Grant writer to identify State and Federal grants to support Oakley.*
    - *Parks & Recreation staff to keep up with demands of new parks and recreational programming.*
    - *Public Works staff to keep up with demands of new housing, parks and infrastructure development and maintenance.*
    - *Police to keep up with growing safety needs.*
    - *Other needs as determined.*
- Create a City-wide Succession Plan that anticipates retirement, attrition, and promotions, and provides opportunity for development and growth, to build a well-rounded team that is prepared to serve the City now and well into its future.
- Reinforce a safe and healthy work environment to protect our employees and minimize compensation claims.
- Establish trust in City Hall.
  - Reinforce the investment of our revitalized staff and Council and create measurable partnerships among the trio of Council, staff, and the community to deliver on Oakley's co-created SP27+.
  - In order to recruit and retain staff, Oakley must improve its public-private partnership and live its established values to attract residents, businesses, and employees alike.
  - Reinforce Team Oakley: Council, staff, and the public by celebrating successes and communicating obstacles for full transparency to create a learning environment.
  - Inspire and encourage Oakley staff to be visible and work with the community at large.
  - Acknowledge roles and responsibilities per the City's Governance Guidelines & Protocols Policy Framework to guide the execution of the Strategic Plan.



Oakley will create accountable partnerships among the trio of City Council, staff, and the community to deliver on this co-created Strategic Plan.

Team Oakley: Partnering for Success

The City of Oakley recognizes that the implementation of the SP27+ is incumbent on the strength of our partnership with the Council and community of residents, businesses, and stakeholders that benefit from the City's success. Our strategic planning process included outreach to more than 400 community members and stakeholders that actively responded to a survey of questions and attendance at 4 public meetings to co-create the City's new mission, vision, values, and priority objectives. With our unique new leadership of both Council and staff alike, along with a new community that has doubled since our City's incorporation less than 25 years ago, together we re-envisioned who Oakley is becoming. **We are thankful to all of those who participated to help co-design our shared future as we implement key goals that will meet our desires for today and for future generations to come.**

City Council Members

Randy Pope, Mayor
Aaron Meadows, Vice Mayor
Anissa Williams
George Fuller
Sue Higgins

Stakeholders-Partners

Jeff Quimby, Contra Costa Water District
Tyson Zimmerman, Angela Lowrey, Dawn Morrow, Ironhouse Sanitary District
Jeffrey Palmquist, Oakley Union Elementary School District Superintendent

City Staff

Joshua McMurray, City Manager
Tim Przybyla, Finance Director
Kevin Rohani, Public Works Director
Paul Beard, Police Chief
Jeri Tejeda, Human Resources Director
Brent Smith, Community Development Director
Libby Vreonis, City Clerk
Lindsey Bruno, Recreation Director
Felicia Escover, Assistant to the City Manager

Strategic Planning Consultants

Ellen Cross, Strategy Driver, Inc.
Maria Pascoal, GEI Consultants



The Oakley City Council formally accepted the final Strategic Plan 2022-2027+.

OAKLEY

Thank you for helping Oakley co-create a resilient future and a vibrant and evolving community that welcomes and values all people.



OAKLEY
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City of Oakley

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OAKLEY
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STAFF REPORT

DATE: January 10, 2023

TO: Joshua McMurray, City Manager

Approved and Forwarded to the City Council

FROM: Derek P. Cole, City Attorney

SUBJECT: Process for Selecting Mayor and Vice-Mayor Following Implementation of District Elections

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Background and Introduction

In 2021, the City switched from at-large to by-district elections for city councilmembers. Two council seats (Districts 2 and 4) were elected by district during the 2022 General Election. The three remaining seats (Districts 1, 3, and 5) will be selected by district in the next General Election in 2024.

The switch to district elections necessitates a change in the way the Mayor and Vice-Mayor are selected. Currently, the general standard for selecting both positions is that the Vice-Mayor serves as the Mayor during the following year. The Vice Mayor is the person who (1) has the most experience serving on the City Council, and (2) who has not previously served as Vice Mayor. In cases in which two members have equal continuous service, the Oakley Municipal Code provides a tie-breaker: the Vice Mayor is the member who received the most votes at the last election.

Because of the City's recent transition to district elections, this process for breaking ties as to the Vice-Mayor (and, thus, the following year's Mayor) is no longer workable. This is for two reasons. First, it is doubtful that each council district will have an equal, or substantially similar, number of voters in each election. For instance, one district could have 5,000 votes cast for its councilmembers, while another district may have 4,000 votes. The councilmember in the district with the higher votes cast will inherently have a vote-count advantage over the member from the other district.

Second, and relatedly, one district may have fewer candidates than in other districts. As an example, if one district had two candidates, and assuming 5,000 votes cast, a candidate could win with 2,501 votes. But if there are three candidates in another district, a candidate—who would only need to win by plurality—could win with 1,667 votes (again, assuming 5,000 total votes cast). Accordingly, councilmembers in districts in which fewer candidates run will often have an advantage over other members.

Because of these systemic problems under the current ordinance (the relevant provisions of which are attached at the end of this staff report), Staff proposes that the Council give direction concerning alternative means of selecting the Vice Mayor (and, thus, the following year's Mayor).

Analysis

Staff has researched how several other cities handle the issues of tie-breakers for selection of Mayoral and Vice-Mayoral positions. Many cities continue to use the highest-vote method for breaking ties, which for the reasons above, does not seem optimal. Based on Staff's review, other options for selecting the Vice-Mayor (and the following year's Mayor) include:

1. Using percentage instead of vote count. Because of the inherent variation in the vote count for districts, the Council could consider using percentage as a tie-breaker. For instance, in a two-candidate district in which 4,000 votes are cast, a candidate who receives 2,500 votes wins 62.5% of the vote. In contrast, a candidate who receives 2,505 votes in a district in which 5,000 votes are cast would receive a greater number of votes, but a lower percentage, 50.001%. In a district-election system, the percentages by which candidates win may be viewed as a better measure of relative strength.

   A problem would arise when the number of candidates differs between districts. In a two-candidate race, the winning candidate will always receive more than 50% of the vote. But in races in which a greater number of candidates run, candidates would only need to win by plurality. It is thus possible that candidates could win with 34% (three candidates), 26% (four candidates), or 21% (five candidates) of the vote.

   One potential solution to this problem is to measure the relative difference between only the top two candidates in each district. For example, in a district in which there are three candidates, and 4,000 votes cast, assume the top vote getter receives 2,100 votes and the second place candidate receives 1,800 votes. In this situation, the 100 votes for the third place candidate would be excluded, and the top vote getter would be deemed to have received 53.8% of the vote (2,100 divided by 3,900). If the other Vice-Mayoral candidate ran in a two-candidate district, an applies-to-apples comparison could (arguably) be made.

2. Random selection. Instead of considering relative strength of electoral victories (by vote count or percentage), a random form of selection could be used to break the tie. This could include the drawing of cards, rolling of dice, drawing of lots, or some other method.

3. Discontinue rotation system. Several cities do not have any rotation system for selecting their mayors and vice-mayors. In these cities, candidates may serve in either position without regard to prior service or relative strength of outcomes in previous elections. All councilmembers are eligible each year to serve in

either position and they may serve continuous terms with the consent of their fellow councilmembers. The selections for each position are made through the usual motion process.

4. Rotation by district. A rotation system based on district number could also be used. This is probably the simplest system. It would involve each district's councilmember serving one year every five years. A drawback is that because councilmembers serve for four-year terms, a councilmember could be excluded from serving as Mayor during his or her term. For instance, if the District One councilmember takes office the year following that district serving as Mayor, he or she will not be able to serve as Mayor during his or her term.

Conclusion

Staff will appreciate receiving direction on how the City Council would like to select the Vice Mayor going forward. Once such direction is received, the City Attorney will prepare an ordinance consistent with the direction given.

ATTACHMENT

Excerpts from Oakley Municipal Code § 2.1.005

“e. The City Clerk shall establish and keep a "rotation schedule" regarding the City Council members. The member with the most continuous time of service on the Council who has not previously served as Vice Mayor and is not selected Mayor will be selected as Vice Mayor. If two or more members have equal time of continuous service, the member who received the highest number of votes at his/her election shall be selected. The other members with equal time of continuous service will have their rank on the rotation schedule determined by the number of votes that they received at their election, with the member having the higher number of votes receiving higher ranking.

f. When the Mayor completes his/her service as Mayor, he/she shall revert to the bottom of the rotation schedule.

g. If a member was appointed to the City Council, he/she shall be placed at the bottom of the rotation schedule when appointed, and shall continue up the rotation schedule thereafter in the same manner as the other members.

h. If a member voluntarily declines appointment as either Mayor or Vice Mayor, he/she shall then rotate to the bottom of the schedule.

i. The City Council may decline to appoint a member to serve as Mayor or as Vice Mayor if a majority of the City Council determines that the person has experienced or exhibited any of the following:

1) A violation of law or City policy, or has been or is being investigated for a violation of law or of policy;

2) Intemperate, rude or disparaging remarks or conduct toward the public, staff or City Council;

3) Lack of leadership or communications skills;

4) Excessive absenteeism as a Council member;

5) Any other conduct that would be considered to be unprofessional or unbecoming of the position of Mayor or Vice Mayor;

6) Determination that the person does not have the available time to assume the additional duties of Mayor or Vice Mayor.”