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, March 10, 2026
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561. Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

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

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

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

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

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

Please keep cell phones/electronic devices turned off during the meeting. Please be

advised that City Council meetings are video recorded and attendees may appear on video.

Information Regarding Public Comment
Members of the public may address the Council on items of interest that are within the City's jurisdiction. In compliance with State law, the council may not take action or have discussion on any item that is not specifically listed on the agenda. Public comment on items not listed on the agenda will be heard under the Public Comments section of the agenda. Public comments on items listed on the agenda will be heard as the Mayor calls the items. In compliance with State law, the Council may not take action on an item that is not specifically listed on the agenda. If you would like to speak on any agenda item, please fill out a public speaker card available in the lobby and submit it to the City Clerk seated in the Council Chamber **prior to the agenda item being called.** The Mayor will call you by name to the podium to hear your comment. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. Online public comments are accepted until 4 p.m. the day of the meeting and can be submitted at https://www.oakleyca.gov/publiccomment.

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

   1.1 Call to Order and Roll Call

   1.2 Pledge of Allegiance to the Flag

   1.3 Proclamation Recognizing March as National Red Cross Month (Mike and Karen Lance)
   Proclamation

   1.4 Contra Costa Mosquito & Vector Control District to Update (Michael Krieg)

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

3. COUNCILMEMBER COMMENTS

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

   4.1 Approve Minutes from the Regular Meeting held February 24, 2026 (Kim Snodgrass, City Clerk)

Minutes

4.2 Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with PCD Inc. for the Design, Installation and Support of a New Council Chambers Audio Visual System (Rob Barker, IT Manager)
Staff Report
1. Proposed Resolution
2. Proposed Agreement

4.3 Adopt a Resolution Approving the Agreement with AU ENERGY, LLC for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" pursuant to Conditions of Approval in Resolution No. 76-21 for Emerson Ranch Commercial and Authorizing the City Manager to Execute the Agreement (Billilee Saengchalern, Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Landscape Agreement

4.4 Adopt a Resolution Approving the Agreement with AU ENERGY, LLC (APN 037-192-038) for "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 04-21 Emerson Ranch Commercial Project Located at 910 & 920 Cypress Road and Authorizing the City Manager to Execute the Agreement (Billilee Saengchalern, Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Stormwater Agreement

4.5 Approval of the Special Event Beverage Concessions Non-Profit Selection (Troy Faulk, Recreation Manager)
Staff Report
1. Be Exceptional Proposal
2. East County All Star Fundraising Proposal
3. East County Diehards Proposal
4. Pillars of Hope Proposal
5. Rotary Club of Oakley Proposal

5. PUBLIC HEARINGS

5.1 Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01) – Waive the First Readings and Introduce Two Ordinances and Adopt Three Resolutions Regarding an Application Requesting Approval of a General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign Program, and Development Agreement, including Certification of an Environmental Impact Report (Ken Strelo, Community Development Director)
California Environmental Quality Act (CEQA) Determination: certify an Environmental Impact Report for the Project.
Staff Recommendation: 1) Receive the Staff Report, 2) Receive Questions from the Planning Commission, 3) Open the Public Hearing, 4) Receive Comments from

the Applicant, 5) Receive Public Testimony, 6) Close the Public Hearing, 7) Deliberate, 8) Summarize the Deliberation 9) Adopt the Resolution
Staff Report
1. Vicinity Map
2. Notice of Public Hearing
3. Applicant's Project Description (dated March 25, 2025)
4. Applicant's Planned Unit Development (dated March 20, 2025, Revised February 9, 2026)
5. Applicant's Plans (date stamped received on July 22, 2024)
6. Applicant's Architectural Renderings
7. Fiscal and Economic Impact Analysis by EPS (dated October 3, 2025)
8. Letter of Withdrawal from Golden State Environmental Justice Alliance (date stamped received March 3, 2026)
9. Letter of Withdrawal from Advocates for the Environment (date stamped received March 3, 2026)
10. Planning Commission Resolution No 2-26 (EIR)
11. Planning Commission Resolution No. 3-26 (GPA, RZ, TM, DR, MSP, and DA)
12. Proposed Resolution (Certification of the Project EIR)
12a. Exhibit "A"- Bridgehead Industrial Project Mitigation Monitoring and Reporting Program
13. Proposed Resolution (GPA)
13a. Exhibit "A" - Existing and Proposed Land Use Designations
14. Proposed Ordinance (RZ)
15. Proposed Resolution (TM, DR, and MSP)
15a. Exhibit "A" - Bridgehead Industrial Project Mitigation Monitoring and Reporting Program
16. Proposed Ordinance (DA)
16a. Exhibit "A" - Proposed Development Agreement

6. REGULAR CALENDAR

7. REPORTS

7.1 City Manager
(a) City Manager
(b) Business License Update
(b) New Business Listing

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

(b) Requests for Future Agendas

8. WORK SESSIONS

9. CLOSED SESSION

10. ADJOURN

OAKLEY
CALIFORNIA

Proclamation
American Red Cross Month 2026

WHEREAS, March is American Red Cross month, when we recognize the compassion of people and renew our commitment to lend a helping hand to our neighbors in need; and

WHEREAS, American Red Cross volunteers have stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis as Clara Barton, founder of the American Red Cross, did over 140 years ago; and

WHEREAS, the volunteers, blood and platelet donors, and supporters shine a beacon of hope in people's darkest hours —delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises; and

WHEREAS, with 1148 volunteers in Contra Costa County, the American Red Cross assisted or responded to 101 disasters, assisting 190 families; and through our Sound the Alarm program, the American Red Cross installed 778 smoke alarms, making 241 homes safer, and trained 425 students through the Youth Preparedness Programs; and

WHEREAS, Contra Costa County residents donated 18,299 units of lifesaving blood; hosted 530 blood drives; and trained 12,164 citizens in first aid, CPR, AED, and aquatics; and provided 463 case services to military members and their families; and provided humanitarian aid internationally; and

WHEREAS, this work to uplift our community is made possible by those who selflessly answer the call to help, whenever and wherever it is needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

NOW, THEREFORE, BE IT RESOLVED, that I, Hugh Henderson, Mayor of the City of Oakley along with the members of the Oakley City Council do hereby declare March 2026 as Red Cross Month.

Dated: March 10, 2026

_____

Hugh Henderson, Mayor

MINUTES OF THE REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY AND SPECIAL MEETING OF THE OAKLEY PUBLIC FINANCING AUTHORITY HELD FEBRUARY 24, 2026

1. OPENING MATTERS

1.1 Call to Order and Roll Call

The meeting was called to order at 6:30pm.

Councilmember Fuller, Councilmember Shaw, Councilmember Williams, and Mayor Henderson were present; Vice Mayor Meadows was absent.

1.2 Pledge of Allegiance to the Flag

Mayor Henderson led the Pledge of Allegiance to the Flag.

1.3 Ironhouse Sanitary District Update (Jean-Marc Petit, General Manager)

Danea Gemmel provided the update on behalf of Jean-Marc Petit.

1.4 Proclamation Recognizing March as Prescription Drug Awareness Month (Danielle Aubin, Bay Area Community Resources Coalition Coordinator)

The proclamation was read by the City Clerk and presented by Mayor Henderson to Danielle Aubin.

2. PUBLIC COMMENTS

A public comment was provided by Greg Garcia.

Online public comments were received by the following individuals and will be entered into the record: David Bonson, Noah Westberry, Jessica Jovan, Jaana Hansen, and George

3. COUNCILMEMBER COMMENTS

Councilmember Fuller provided comments.

4. CONSENT CALENDAR

4.1 Approve Minutes from the Regular Meeting held February 10, 2026 (Kim Snodgrass, City Clerk)

4.2 Ratify Election: Adopt Ordinance No. 2- 26 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 201 within the Oakley Special Police Tax Area for Police Protection Services for the Sandoval Minor Subdivision (MS 23-977) project located at 115 Malicoat Avenue (APN 033-052-003-2) (Billilee Saengchalern, Public Works Director/City Engineer)

4.3 Annexation No. 49 (Sandoval Minor Subdivision (MS 23-977)) to the City of Oakley Community Facilities District No. 2015- 2 (Parks, Streetlight, Landscape, and Stormwater Services) (Billilee Saengchalern, Public Works Director/City Engineer)

4.4 Adopt a Resolution Accepting the work associated with Capital Improvement Project Number 333A – Fiscal Year 2025/26 Street Repair and Resurfacing Project (Billilee Saengchalern, Public Works Director/City Engineer)

4.5 Fiscal Year (FY) 2025/26 Second Quarter Report on the Capital Improvement Program (Billilee Saengchalern, Public Works Director/City Engineer)

Councilmember Fuller pulled item 4.1

It was moved by Councilmember Williams and seconded by Councilmember Shaw to approve the remainder of the Consent Calendar. **AYES:** Fuller, Shaw, Williams, Henderson **NOES:** None **ABSENT:** Meadows (4-0-1)

Item 4.1
Councilmember Fuller mentioned he will vote no.

It was moved by Councilmember Shaw and seconded by Councilmember Williams to approve item 4.1. **AYES:** Shaw, Williams, Henderson **NOES:** Fuller **ABSENT:** Meadows (3-1-1)

5. PUBLIC HEARINGS

None

6. REGULAR CALENDAR

None

7. REPORTS

7.1 City Manager
(a) City Manager

City Manager Joshua McMurray announced that two events will take place this Saturday at the Recreation Center: the final Library and Community Center public engagement session from 9:00 a.m. to 11:00 a.m., followed by Oakley's Got Talent from 1:00 p.m. to 3:00 p.m.

7.2 Oakley City Council / Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency

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

Councilmember Fuller reported attending the Library Community meeting held at City Hall.

Councilmember Shaw reported attending the Oakley Chamber Mixer, a Cal Cities Bylaws Committee meeting, the Library Community Meeting, and the swearing-in ceremony for Lt. Collier.

Councilmember Williams reported attending the Studio 55 Valentine's Ball, a meeting with Building and Construction Trades, and the BART Workshop. She also attended a Green Empowerment Zone meeting, the Library Community Workshop, and met with the California Conservation Corps along with the City Manager.

Mayor Henderson reported attending the Studio 55 Valentine's Ball, the Library Community Meeting, an Ironhouse Sanitary District meeting, and the East Contra Costa Habitat Conservancy Board meeting.

(b) Requests for Future Agendas

None

8. WORK SESSION

None

9. CLOSED SESSIONS

9.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case based on November 3, 2025 letter from legal counsel for the Bay Area News Group to the City Attorney)

Mayor Henderson announced the cancellation of the Closed Session at the request of the City Attorney.

10. ADJOURN

There being no further business, the meeting was adjourned at 7:08 p.m.

Respectfully submitted

Kim Snodgrass
City Clerk

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: March 10, 2026

TO: Joshua McMurray, City Manager

FROM: Robert Barker, IT Manager

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with PCD Inc. for the Design, Installation and Support of a New Council Chambers Audio Visual System

Background and Analysis

The existing AV system has reached end-of-life, resulting in reduced reliability, increased maintenance requirements and associated costs, and limited capability to support modern public meeting requirements, including remote participation.

The City released the RFP on January 5, 2026. The RFP required a replacement of the existing system with a modern, reliable and supportable solution that would maintain or improve current functionality, integrate with existing streaming systems, and ensure compliance with California Senate Bill 707 Durazo, Open meetings: meeting and teleconference requirements (SB 707), which, among other requirements, mandates enhanced public access and remote participation in public meetings through telephonic or audiovisual platforms.

The City received 10 proposals from qualified AV integrators by the submission deadline, and conducted a structured evaluation process based on technical design, compliance with SB 707, relevant experience, cost, support, and overall responsiveness to the RFP requirements. Following evaluation and interviews, staff determined that PCD Inc provides the best overall value and solution for the City's needs.

The project is estimated to take approximately three weeks from pre-wiring to handoff. In addition to the base project, PCD Inc offers a Continuing Support Program to ensure long-term system reliability, proactive maintenance, and ongoing staff training. The cost of the proposed work, including the purchase of three years of continuing support, is less than the adopted budget for the project, providing for contingency.

Consistency with the Oakley Strategic Plan 27+

The replacement of the Council Chambers AV System is consistent with the Strategic Plan 27+ Finance and Fiscal Responsibility and Sustainable Organization Goals.

Fiscal Impact

The proposed agreement (attached) with PCD Inc includes:

- Base Project Cost: $128,862.77
- Three-Year Support Agreement: $14,400.00
- Contingency: $6,737.23

The total requested not to exceed amount, including contingency, is $150,000. The total project budget is $150,000, which has been allocated within the Technology Fund. Prevailing wage requirements will apply to this project.

Staff Recommendation

Staff recommends the City Council adopt the resolution authorizing the City Manager to execute a Professional Services Agreement with PCD Inc, in an amount not to exceed $150,000, which includes project costs, a three-year support agreement, and contingency.

Attachments

1. Proposed Resolution
2. Proposed Agreement

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PCD INC FOR THE DESIGN, INSTALLATION, AND SUPPORT OF A NEW CITY COUNCIL CHAMBERS AUDIO-VISUAL SYSTEM

WHEREAS, the City released a Request for Proposals for the modernization of the Audio-Visual (AV) system in the City Council Chambers on January 5, 2026, as well as a subsequent Question and Answer addendum on January 23, 2026; and

WHEREAS, staff received and reviewed 10 proposals and conducted interviews with the top three proposers; and

WHEREAS, staff determined that PCD Inc offers the best solution for the City's current and anticipated future audio visual needs.

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to execute a Professional Services Agreement with PCD Inc. for the design, installation, and support of a new City Council Chambers audio-visual system.

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of March 2026 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND PCD INC FOR THE DESIGN, INSTALLATION AND SUPPORT OF A NEW COUNCIL CHAMBERS AUDIO VISUAL SYSTEM

THIS AGREEMENT for professional 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 PCD Inc (hereinafter referred to as "Vendor"), collectively sometimes referred to hereinafter as the "Parties", as of **March 10, 2026** (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Vendor 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 **July 31, 2026**, and Vendor 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 Vendor 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 Vendor.

1.2 **Standard of Performance.** Vendor 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 Vendor is engaged in the geographical area in which Vendor practices its profession. Vendor 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 Vendor's profession.

1.3 **Assignment of Personnel.** Vendor 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, Vendor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Vendor 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 Vendor's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Vendor a sum not to exceed **One Hundred and Forty Three Thousand, Two Hundred and Sixty Two Dollars and Seventy Seven Cents ($143,262.77),** notwithstanding any contrary indications that may be contained in Vendor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Vendor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Vendor 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 Vendor for services rendered pursuant to this Agreement. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Vendor shall not bill City for duplicate services performed by more than one person.

Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor 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.** Vendor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The Vendor's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Vendor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Vendor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Vendor 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 Vendor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

2.5 **Hourly Fees.** Fees for work performed by Vendor shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.

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

2.8 **Payment upon Termination.** In the event that the City or Vendor terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Vendor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Vendor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Vendor 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, Vendor 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 Vendor 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 Vendor'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, Vendor, at its own cost and expense, shall procure the types and amounts of insurance listed below 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 Vendor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Vendor 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. Vendor 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 Vendor's bid. Vendor shall not allow any subcontractor to commence work on any subcontract until Vendor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

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, Vendor shall provide written notice to City at Vendor's earliest possible opportunity and in no case later than five days after Vendor is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if Vendor 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 Vendor's breach:

- Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND VENDOR'S RESPONSIBILITIES. Vendor 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 Vendor ("Claims").Vendor 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.

With respect to third party claims against the Vendor, the Vendor waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF VENDOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Vendor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Vendor only insofar as the results of Vendor'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 Vendor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Vendor 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 Vendor, Not Agent. Except as City may specify in writing, Vendor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Vendor 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. Vendor 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. Vendor'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, Vendor 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.** Vendor represents and warrants to City that Vendor 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. Vendor represents and warrants to City that Vendor 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, Vendor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Vendor 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 Vendor under this Agreement. Vendor 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.

Vendor 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 Vendor.

Vendor 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, Vendor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Vendor delivering to City any or all documents,

photographs, computer software, video and audio tapes, and other materials provided to Vendor or prepared by or for Vendor 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 Vendor 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. Vendor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Vendor with compensation beyond the maximum amount provided for in this Agreement, unless City agrees to do so by written amendment to this Agreement. Similarly, Vendor understands and agrees that, City shall have no obligation to reimburse Vendor 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 Vendor recognize and agree that this Agreement contemplates personal performance by Vendor and is based upon a determination of Vendor'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 Vendor. Vendor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Vendor 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 Vendor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Vendor.** If Vendor 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 Vendor pursuant to this Agreement;

8.6.3 Retain a different Vendor to complete the work described in Exhibit A not finished by Vendor; or

8.6.4 Charge Vendor 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 Vendor pursuant to Section 2 of this Agreement if Vendor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Vendor'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 Vendor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Vendor 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 Vendor 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 **Vendor's Books and Records.** Vendor 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 Vendor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Vendor 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.** Vendor 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.** Vendor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Vendor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq*.

Vendor 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.*

Vendor 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 Vendor was an employee, agent, appointee, or official of the City in the previous twelve months, Vendor warrants that it did not participate in any manner in the forming of this Agreement. Vendor understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Vendor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Vendor will be required to reimburse the City for any sums paid to the Vendor. Vendor 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.** Vendor 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 Robert Barker, IT Manager (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 Vendor shall be sent to:

_____
Attn: _____
_____
_____

Any written notice to City shall be sent to:

City of Oakley
Attn: Robert Barker, IT Manager
3231 Main Street
Oakley, CA 94561

10.12 **Integration.** This Agreement, including the Scope of Work, Support Contract and Equipment List, and Verification of Required Insurance, attached hereto and incorporated herein as Exhibit A and B respectively, represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Work, Support Contract and Equipment List
Exhibit B	Verification of Required Insurance

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

10.14 **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:

_____
Kim Snodgrass, City Clerk

Approved as to Form:

_____
Derek P. Cole, City Attorney

VENDOR

PCD Inc, a California Corporation

By: _____
Signature

By:

Name, Title

EXHIBIT A

SCOPE OF WORK, SUPPORT CONTRACT AND EQUIPMENT LIST

PCD SCOPE OF WORK CONTRACT

This Scope of Work Contract agreement is made this February 26, 2026, between PCD, located at 1032 Maxwell Drive, Santa Rosa, CA 95401, and the City of Oakley, herein referred to as OWNER, located at 3231 Main Street, Oakley, CA 94547.

1. Scope: the work described herein shall be performed in accordance with all designs, plans, specifications and other Contract documents for the project known as Council Chambers Audio-Visual System Modernization Project.

PCD Scope:

PCD is to provide and install the below solution that centers around use of the Extron DTP System, a widely utilized professional AV distribution technology for extending video, audio, and control. Key benefits of the DTP system include, but are not limited to:

- Unified Transmission of AV, Control, and Power
- Broad Format and Input Support
    - DTP transmitters and receivers support multiple signal formats — including HDMI, DisplayPort, DVI, VGA, and more, with built-in format conversion.
- High Resolution and Color Support
    - Supports uncompressed 4K/60 @ 4:4:4 video, HDR, deep color (12-bit), 3D, and high-bandwidth audio — all without compression or visible latency.
- Compatibility and Integration Flexibility
- Cost Effective and Standard Cabling
    - DTP uses standard shielded CATx twisted pair cabling. It leverages readily available, lower-cost cables rather than expensive or proprietary video cabling.
- Simplified System Design
    - Instead of separate runs for video, audio, and control, DTP consolidates all these onto one run. It also supports extended control signal routing end-to-end, which simplifies control system integration.

Video Switching:

The Extron DTP CrossPoint 108 4K IPCP Q MA 70 is an All-in-one 4K presentation switcher, control processor, DSP, and amplifier. This unit combines:

- 8×10 4K matrix switcher
- DTP twisted-pair extension
- IPCP Pro control processor
- Digital audio DSP70-watt power amplifier

Video Streaming:

The Extron SMP 351 empowers AV teams with professional recording, streaming, switching, and playback in one platform, enabling flexible delivery of high-quality video content across live, on-demand, and managed workflows.

PCD SCOPE OF WORK CONTRACT

Video Distribution:

An Extron DTP HD DA 4K 230 provides robust 4K distribution with HDMI plus control and analog audio over shielded CATx cable that ensures professional video and system-wide reliability.

An Extron DA6 HD 4K PLUS will be integrated into the video distribution solution to ensure sharp, accurate image quality across all connected screens, and is ideal for detailed presentations and high-resolution content.

Two (2) Extron DTP HDMI 4K DTP Transmitter for HDMI - Decorator-Style Wallplates will be integrated into the council chamber for 4K distribution in modern AV in a neat, finished look.

Displays:

Two (2) new LG 86" 3840x2160 UHD Commercial displays with management software, and two (2) new LG 75" 3840x2160 UHD commercial displays with management software will be provided and installed to replace existing displays within the council chamber.

Control:

One Extron 15-inch tabletop TouchLink Pro Touchpanel will be integrated into the council chamber for control of the room and is to be located at the staff desk.

Video Cameras:

The Telycam Vision + 4KN delivers professional 4K video capture with intelligent framing, wide coverage, and flexible connectivity, making it ideal for high-end conferencing and collaborative environments.

Two (2) new Telycam Vision+ 4K60 PTZ auto tracking cameras with 20x optical zoom will be located to ensure best quality video for both the board members located at the dais and council chamber participants.

Audio:

The Extron DMP 128 Plus C will be provided and configured to deliver clean audio distribution and professional control for the council chamber. Key benefits include:

- Provides professional-level tuning and control to ensure speech intelligibility and consistent loudness in any space.
- Supports enterprise-level deployment and reduces onsite service visits with remote diagnostics and configuration.
- Maintains audio integrity for speech and program material, ideal for council chambers.

Microphones:

Twelve (12) wired Shure MX418D/C desktop 18-inch gooseneck cardioid microphones will be provided and integrated into the council chamber. Location of the microphones are: five (5) at the dais, one (1) at the podium, three (3) at the clerk desk, and three (3) at the staff desk.

Two Shure quad-channel receivers will be integrated to support the use of seven (7) wireless microphones (two (2) lapel microphones and five (5) handheld microphones). Docking station and rechargeable batteries will be included.

PCD SCOPE OF WORK CONTRACT

A RF Venue Diversity Architectural Antenna for wireless antennas will be provided and installed in a location to ensure proper wireless coverage throughout the council chamber.

Assisted Listening:
Assisted Listening Services will be upgraded and included within the design via the use of Listen Technologies iDSP Prime Level One Stationary RF system. The system will include the RF transmitter, telescoping antenna, four (4) RF DSP receivers, four (4) universal ear buds, two (2) intelligent earphone/neck loop lanyards, and an assisted listening signage kit.

Speakers:
Six (2) new SoundTube 2-way ceiling speakers will be provided and installed. Specific placement is anticipated to align with current ceiling speaker locations. Final and actual placement will be determined prior to install to ensure a quality experience throughout the council chamber.

Clock:
A new DSAN VC-2000LT Video Clock in tandem with the PRO-2000T Limitimer will be integrated into the council chamber to provide professional time management services for the council chamber.

Request to Speak:
The Alzatex Queing System Master Control Rack will be provided and integrated to connect this system to your Internal network and take advantage of the advanced features.

PCD will provide and install twelve (12) of the Alzatex Surface Mount Request to Speak Stations for the dais, podium, clerk desk, and staff desk.

Conferencing Platform:
It is the responsibility of the City of Oakley to provide conferencing platform licensing and PC. PCD's preferred platform is either Microsoft Teams or Zoom.

2. Price and payment: the OWNER agrees to pay PCD for the strict performance of the agreed upon work, in the sum of: 128,862.77. The OWNER agrees to pay PCD in monthly progress payments equal to 95% of the value of work for all work completed each month. Payments will be due and payable within thirty (30) days of invoice. Final payment to PCD shall be made within forty-five days (45) after substantial completion of the Contract and submission of the final invoice to OWNER.

3. Changes in the Work: Should the OWNER, Architect, Engineer, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the OWNER and the PCD. The change in the Contract Price caused by such Contract Change Order shall be as

PCD SCOPE OF WORK CONTRACT

agreed to in writing. The Change Order may also increase the time within which the Contract is to be completed. PCD shall promptly notify the OWNER of (a) latent physical conditions at the site different materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. Any expense incurred due to such conditions shall be paid for by the OWNER as added work.

4. OWNER's Responsibilities: OWNER agrees to allow and provide PCD and his/her equipment access to the property. If this Contract applies to rented equipment, operated or otherwise, OWNER agrees such equipment will be subject to damage, depreciation, wear and tear associated with the use thereof. OWNER will make no claim for such damage, depreciation, wear and tear against PCD.

5. Delays: PCD agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons; failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of OWNER or OWNER's employees or OWNER's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by OWNER, acts of public enemy, riots or civil commotion, inability to secure materials, failure of OWNER to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other Contractors, or holidays, or other causes beyond PCD's reasonable control.

6. Force Majeure: Any delay or failure by either party in the performance of its obligations shall not constitute a default or give rise to any claim for damages if, and only to the extent and for such period of time that: (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier, or other party acting under or through such party; and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of nature or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in laws; war, acts of terrorism, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences. If Contractor's performance is delayed, Contractor agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Contractor fails to secure available alternate sources of services, equipment or materials, Owner is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Contractor shall be paid any additional compensation by Owner due to an unforeseen or uncontrollable event or occurrence of the type described in this Section. In order to be entitled to an excuse for any delay or failure to perform

PCD SCOPE OF WORK CONTRACT

under this Agreement pursuant to this Section, the party claiming such excuse shall within three (3) days of the commencement and termination of the event giving rise to the delay give written notice to the other party.

7. Taxes and Assessments: OWNER shall be solely and exclusively liable for all compliance with and taxes and insurance payable to any governmental entity (not by way of limitation, Social Security Act, Unemployment insurance laws, Withholding Tax, sales and use tax), directly or indirectly related to Work.

8. Insurance and Deposits: PCD shall carry Worker's Compensation Insurance for the protection of PCD's employees during the progress of the work. PCD shall carry liability insurance to cover any damages to OWNER's property resulting out of the acts of PCD. OWNER shall obtain and pay for insurance against injury to his own employees and persons under OWNER's direction and person on the job site at OWNER's invitation. OWNER shall also procure at own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance will name the OWNER as additional insureds and will be written to protect OWNER and PCD as their interests may appear. OWNER and PCD waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, work done by PCD in rebuilding or restoring the project shall be paid for the OWNER as extra work.

9. Rights to Stop Work: PCD shall have the right to stop work if any payment shall not be made, when due, to PCD under this Agreement; PCD may keep the job idle until payments are received. Failure to make payment, within five (5) days of the date due, is a material breach of this Agreement and will entitle PCD to cease any further work.

10. Clean Up: PCD will remove from OWNER's property debris and surplus material created by his operation leave it in a neat and broom clean condition.

11. Compliance with Laws: In connection with the performance by PCD of their duties pursuant to this Agreement, PCD shall obtain and pay for all permits and comply with all Federal, State, County and Local Laws, ordinances and regulations.

12. Asbestos and Hazardous Waste: PCD will not be responsible for the removal, disturbance, or transportation of asbestos or other hazardous substances. The parties acknowledge that such work requires special procedures, precautions and or licenses. Therefore, unless the contract specifically calls for same, if PCD encounters such substances, PCD shall immediately stop work and allow the OWNER to obtain a duly qualified asbestos and/or hazardous material Contractor.

PCD SCOPE OF WORK CONTRACT

13. Limited Warranty: PCD hereby warrants its work for a period of **one (1) year** after completion against any defects in workmanship or material. This limited warranty is in lieu of any other warranty express or implied and shall be signed and dated by PCD upon substantial completion of the scope of work referenced herein.

14. Arbitration. If the contract between PCD and OWNER calls for arbitration and an arbitration concerning or relating to PCD's work is commenced between Owner and PCD, Contractor will become a party to such arbitration and submit to any award therein. Subject to the foregoing, if any questions arise regarding PCD's work or regarding rights and obligations of PCD and OWNER under the Contract terms, such shall be subject to binding arbitration; provided, however, that if the dispute involves OWNER and PCD is unable to obtain OWNER's participation in such arbitration, then PCD may forego arbitration. Arbitration, other than as provided for in the contract between OWNER and PCD, shall be in accord with California Code of Civil Procedure, Title 9, Sections 1280 and seq., to the extent not altered by the Contract or a written arbitration agreement. All arbitrators shall hold either an active license as a Contractor, Architect, Civil or Mechanical Engineer in California. Arbitrators shall, to the extent of their knowledge, apply applicable California substantive (as compared to procedural) law in the determination of any dispute. A party shall not be deemed to have waived arbitration or breached an arbitration obligation through the filing of a suit, provided the party (a) files suit to (i) prevent the running of a statute of limitations or other loss of any legal right occurring by passage of time, (ii) obtain the benefit of provisional remedies (i.e. attachment, injunctive relief), or (iii) to perfect and/or foreclose a claim(s) arising per mechanics lien, stop notice, or against any bond, and (b) seeks to stay court proceedings pending arbitration. Sonoma County, California shall be deemed the appropriate venue due to, but not limited to, the fact that payment is to be made in Sonoma County, and/or this Contract is deemed to have been entered into in Sonoma County.

15. Laws. As to all required directly or indirectly under this Contract and as to all Contract Work, PCD and OWNER shall comply with all current and subsequent applicable laws, ordinances and regulations, including, if applicable, but not limited to (i) requirements as to American production and labor standards, (ii) Federal Equal Opportunity regulations (Executive Order 11246), (iii) Occupational Safety and Health Act of 1970, and (iv) applicable standards and regulations set forth by the U.S. Department of Labor.

16. Special Provisions:

_____

_____

_____

PCD SCOPE OF WORK CONTRACT

Signed,

_____	_____
Hal Truax, Vice President	Name & Title:
Date: _____	Date: _____
PCD	XXXXX
1032 Maxwell Drive	XXXXX
Santa Rosa, CA 95401	XXXXX
707-546-3633	phone:
707-575-6818	fax:

PCD Continuing Support Program

PCD has been asked to provide continuing support on the Council Chamber AV system for City of Oakley, hereafter referred to as Client, beginning and ending .

In consideration of services provided by PCD, the Client agrees to pay to PCD the sum of $14,400.00 (Fourteen thousand four hundred dollars even) dollars for a three-year Continuing Support program as described below covering the listed equipment on the addendum attached to this agreement (hereafter referred to as the Covered Equipment).

This agreement includes only the labor to support the Covered Equipment located at the City of Oakley Council chamber at 3231 Main Street, Oakley, CA 94547. Such support services include semi-annual inspections, and times to be arranged by the client. This includes but is not limited to cleaning filters, checking lamp hours on projectors, adjusting focus and aim of projectors, checking ventilation at racks, wiping down racks as needed, checking connections and functionality of the system. Also included is an annual training session for up to two (2) hours.

PCD provides a monitoring service during the regular business hours shown below to ensure operation of the covered system.

Services will be provided Monday – Friday, 8am – 5pm, except on Holidays.

All the Covered Equipment listed shall be inspected and repaired on a regular basis, as prescribed in the owner's manual published by the manufacturer of each piece of equipment. All repairs that are not under the manufacturers' warranty, parts will be paid for by the Client. Labor to uninstall and reinstall the Covered Equipment is covered by PCD under this continuing support contract including normal travel costs.

PCD will respond to Client's requests for emergency repairs within 2 (two) working days of receiving such a request from Client via phone at 855-352-8372, a standard response time will be considered to be 5 (five) business days. An appointment will be made to set up the required services. If the site is not available at the time of the service window, a trip charge and minimum repair fee of no less than $500.00 (five hundred) dollars will be charged to the Client. For the purposes of this clause "respond" will be defined as tech being onsite.

PCD shall ensure that all services provided under the terms of this contract are performed by persons trained and certified as proficient in the provision of the services provided by an accredited school or manufacturer's training program.

The services provided by PCD shall not include any labor which is necessary to repair damage caused by accident, abuse, act of God, acts of third parties, electric power incidents or altering or modification of the Covered Equipment.

When the Client needs to purchase from or provide to PCD such parts, supplies, and other materials as may be necessary and reasonable in order to maintain the Covered Equipment in good working order, PCD shall provide to the Client, in writing, either the needed specifications of any parts, supplies and other materials that are to be provided by the client or a written quote

for the same. Furthermore, it is understood that the success and satisfactory performance of any support service or repair performed by PCD depends upon the quality of materials used. Therefore, Client shall be fully responsible for any failure or dissatisfaction arising from any service or repair that is done using materials not purchased from or specified by PCD.

Either party may terminate this contract at any time by providing written notice of intent to terminate the contract on a specified date to the other party, at least two weeks prior to the intended date of termination. Should PCD opt to terminate this contract, they will pay back the remaining balance calculated at a rate of $400.00 (four hundred) dollars per month, rounded up to the nearest month, to the Client. Should the Client choose to terminate this contract, they will forfeit any remaining balance and will not be entitled to any refund. Any dispute or cause of legal action that may arise from either party's performance under this Contract shall be governed by the laws of the State of California and applicable federal law. Any litigation arising from this Contract shall be filed and tried in PCD's local jurisdiction.

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this agreement and do so agree on the dates written below by affixing their signatures below.

_____	_____
Client Signature	Contractor Signature
_____	_____
Dated	Dated
_____	_____
Printed Name	Printed Name
_____	PCD _____
For Client	
_____	1032 Maxwell Drive_____
Address	
_____	Santa Rosa, CA 95401_____
City, ST, ZIP	

1032 MAXWELL DRIVE, SANTA ROSA, CA 95401
PH: 707-546-3633 ext. 122 FAX: 707-575-6818
CONTRACTORS LICENSE #527657

City of Oakley

Council Chamber Audio-Visual System Modernization Project

Device Model	Description	Quantity
Video Switching and Distribution		
Extron	Control Processor w/ 100 Watt 70 V Mono Amp, AV LAN 10 IN 8 OUT	1
Extron	HDMI to Four Output DTP Twisted Pair Distribution Amplifier - 230 feet (70 m)	1
Video Streaming		
Extron	SMP 351 andard Version 80 GB SSD	1
Inogeni	4K HDMI TO USB 3.0 Capture Card	1
Displays		
LG	86'' 3840x2160 UHD Commercial TV with management software	2
LG	75" 3840x2160 UHD Commercial TV with management software	2
Crimson AV	Articulating mount for 37'' to 80'' flat panel screens	2
Crimson AV	Universal tilting mount 46 to 90 flat panel screens	2
Extron	HDMI Twisted Pair Receiver - 230 feet (70 m)	6
Extron	Six Output 4K/60 HDMI Distribution Amplifier	1
Control		
Exgtron	15'' Tabletop TouchLink? Pro Touchpanel - Black	1
Netgear	M4250-10G2F-POE+ AV SWITCH PERP	1
Middle Atlantic	UPSstandard 1500Va	1
Middle Atlantic	Rackmount Power, 9 Outlet, 15A, Basic Surge	1
Video Cameras		
Telycam	4K60 PTZ auto tracking camera with 20X Optical Zoom. White	2
Audio		
Extron	DMP 128 12x8 ProDSP Digital Matrix Processor with AEC	1
Shure	MX418D/C Desktop gooseneck cardioid microphone with programmable switch, LED indicator and snap-fit foam windscreen, 18''	12
Shure	SLXD4Q+=-G57 Digital Wireless Quad Channel Receiver	2
Shure	BC203-US Dual Docking Station for SLX-D transmitters and SB903 battery	4
Shure	SLXD1=-G58 Bodypack Transmitter	2
Shure	MX183 Omnidirectional microphone, Include Belt-Clip Preamp, Rotatable Tie Clip, Dual Tie Clip, Snap-Fit Windscreen	2

Shure	SLXD2+/58=-G57 Wireless Handheld Transmitter with SM58 Microphone	5
RF Venue	Diversity Architectural Antenna for Wireless Microphones	1
Listen Technologies	RF system include LT-800-072-01 transmitter, LA-106 antenna, LR-4200-072 receiver, LA-401 ear speaker and other, 72 MHz	1
SoundTube	6" 2-way In Ceiling Speaker in White	6
Clocks		
DSAN	RJ-45 to Cat-5 adapter with software to display Limitimer time on a PC-based computer	1
DSAN	Limitimer timer console	1
DSAN	Audience signal light with 2" high solid LED digit with green yellow red warning	1
Request to Speak		
Alzatex	Surface Mount Request to Speak Station	12
Alzatex	Queuing System Master Control Portable	1
Misc. Cabling and Materials		
	Black Shielded Cat6 Cable 550MHz 1000' 23AWG Solid BC 4PR, F/UTP, ANSI/TIA 568.2-D, ISO/IEC 11801 Class E, UL CMR, PVC JKT- Black- 1000 FT/305 Meter Spool	
	Stranded sound alarm PVC cable, 2 conductor, 18 AWG, gray, 1000 feet box	
	Audio Cable, 1 Pair 22 AWG TC, Shielded, Riser - Black Reel 1,000 ft	
	Misc. cabling and materials	

EXHIBIT B

VERIFICATION OF REQUIRED INSURANCE

OAKLEY CALIFORNIA

DATE: March 10, 2026

TO: Joshua McMurray, City Manager

FROM: Billilee Saengchalern, Public Works Director/City Engineer

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Approving the Agreement with AU ENERGY, LLC for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" pursuant to Conditions of Approval in Resolution No. 76-21 for Emerson Ranch Commercial and Authorizing the City Manager to Execute the Agreement

Background and Analysis

on June 8, 2021, the City Council adopted Resolution 76-21 approving the Emerson Ranch Commercial Project Design Review (DR 04-21) to develop an approximately 8-acre commercial center to include a gas station and convenience store, car wash, drive-through restaurant, grocery store and three retail pad buildings for the property located at the northwest corner of E. Cypress Road and Sellers Avenue (APN 037-192-038).

Condition 40c of the Conditions of Approval requires the owner to enter into an agreement with the City to maintain landscaping within the project right-of-way fronting the project at the property owner's expense to a standard acceptable and agreed upon by the City.

AU ENERGY, LLC is the owner and will be responsible for the frontage landscape maintenance within the public right of way.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for DR 04-21 Emerson Ranch Commercial Project and authorizing the City Manager to sign the agreement on behalf of the City.

Attachments

1) Resolution
2) "Agreement for Property Owner for Provision of Landscaping in the Public Right of Way" pursuant to Conditions of Approval in Resolution No. 76-21 for Emerson Ranch Commercial and Authorizing the City Manager to Execute the Agreement

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH AU ENERGY, LLC (APN 037-192-038) FOR "AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL" FOR EMERSON RANCH COMMERCIAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, on June 8, 2021, the City Council adopted Resolution 76-21 approving the Emerson Ranch Commercial Project Design Review (DR 04-21) for the property located at the northwest corner of E. Cypress Road and Sellers Avenue (APN 037-192-038); and

WHEREAS, Condition of Approval No. 40c sets the requirement for the property owners to execute this agreement to maintain the right of way landscaping adjacent to the site at the owner's expense; and

WHEREAS, AU ENERGY, LLC is the owner and will be responsible for the frontage landscape maintenance within the public right of way; and

WHEREAS, execution of this agreement will satisfy the requirements of Condition of Approval No. 40c; and

BE IT RESOLVED, by the City Council of the City of Oakley that the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way Pursuant to Conditions of Approval" for the Emerson Ranch Commercial Project in the form attached hereto as Exhibit A is hereby approved and authorize the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley on this 10th day of March 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____ _____

Kim Snodgrass, City Clerk Date

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:
City of Oakley
3231 Main Street
Oakley, CA 9461
Record without fee subject to
Government Code 6103

APN 037-192-038

Space above this line for Recorder's Use

AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL IN RESOLUTION NO. 76-21 FOR EMERSON RANCH COMMERCIAL

Project Name

THIS AGREEMENT FOR LANDSCAPING IN THE PUBLIC RIGHT OF WAY (this "Landscaping Agreement") is dated as of March 10, 2026 and evidences the agreement by and between (i) AU ENERGY , LLC the "Property Owner" or "Owner"), and (ii) the CITY OF OAKLEY, a municipal corporation and general law city of the State of California (the "City") (collectively "Parties").

WHEREAS, that certain real property in the City of Oakley, County of Contra Costa, State of California, Assessor's Parcel Number 037-192-038, described in the project improvement plans and more particularly described on Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, Number 40 of Resolution 76-21 Conditions of Approval requires Property Owner, to maintain the Landscaped area located in the public right of way and described in Exhibit B, attached hereto and made a part hereof (the "Property"), (i) the City-owned land along the project frontage of East Cypress Road and Sellers Avenue ("Landscape Area");

WHEREAS, this Agreement does not affect Property Owner's landscaping obligations related to the Project and is entered into to address the Owner's obligations with respect to the Landscape Area, as contemplated and required by Condition 40.

NOW, THEREFORE, IN CONSIDERATION OF (A) CITY'S APPROVAL OF RESOLUTION NO. 76-21 AND (B) THE MUTUAL COVENANTS SET FORTH HEREIN, PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Obligations of Property Owner.

1.1 This Landscaping Agreement is entered into by and between the Parties pursuant to Condition of Approval No. 40 of Resolution 76-21 of those certain land use entitlements as described in Resolution No. 76-21 adopted by the Oakley City Council as of June 2, 2021, and other applicable law, to enshrine Property Owner's obligation to provide private maintenance of certain landscaping within agreed upon areas of the public right of way. Exhibit "B" as attached hereto and incorporated herein depicts the Property and clearly illustrates the particular areas of

the public right of way that are the subject of this Landscaping Agreement to be maintained by the Property Owner (the "Landscaping Area(s)").

1.2 Property Owner shall comply with the requirements of this Landscaping Agreement, including the landscape maintenance requirements described in Section 2. Upon a default by the Property Owner of any material obligation incurred pursuant to this Landscaping Agreement or termination of this Landscaping Agreement by the City, the Property Owner shall be obligated to reimburse City for costs incurred by the City for the default of the Property Owner as to the Property Owner Maintenance Areas. Such reimbursement to the City shall be in an amount to fully reimburse the City for all costs incurred by the City resulting from the default by the Property Owner including the costs of the annual maintenance and servicing of the landscaping and administration and collection of reimbursement during the City fiscal year in which the default occurs and in each subsequent City fiscal year. Such costs shall be considered a debt to the City and shall constitute a lien or, in the alternative, a special assessment against the Property.

Section 2. Landscape Maintenance.

The Property Owner shall be required to perform landscape maintenance and servicing within the Property Owner Landscaping Areas. As used herein, the words "maintenance and servicing" mean and refer to the furnishing of services and materials for the ordinary and usual maintenance, operation of the landscaping including providing for the growth, health, cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury, the removal of trimmings, rubbish, debris and other solid waste and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti and costs reasonably incidental thereto.

Section 3. Default by Owner; Termination by City.

The City shall have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or the furnishing of services described in Section 2 above within the Property Owner Maintenance Areas or any portion thereof following at least thirty (30) days' prior written notice from the City Engineer to the Property Owner ordering the Property Owner to perform the maintenance or furnishing of the services described in such notice as required by this Landscaping Agreement. Upon the expiration of such 30-day notice and cure period, in the event the Property Owner has not cured the default, the City Engineer shall have the right at any time thereafter to terminate this Landscaping Agreement effective upon the receipt of notice of termination by the Property Owner (as provided in Section 5(b) herein). The City Engineer shall also have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or furnishing of the services described in Section 2 within the Property Owner Maintenance Areas or any portion thereof which results in a hazardous safety situation in the professional opinion of the City Engineer, following at least 48 hours prior written notice to the Property Owner to completely cure said hazardous safety situation, and the Property Owner has failed to so completely cure (or to have commenced such cure with diligent efforts to cure) upon the expiration of such 48-hour notice and cure period. Any termination of this Landscaping Agreement may be appealed by the Property Owner to the City Manager, who shall be presented with the facts and circumstances of any alleged default together with any recommendations for the termination of this Landscaping Agreement. Upon the termination of this Landscaping Agreement by the City Engineer, the City shall thereupon

undertake the regular periodic landscape maintenance and seek collection of the annual landscape maintenance amount against the Property in the same manner described above in Section 1.2.

Section 4. Owner's Continuing Responsibilities Where Work Commenced or Permit Obtained.

Notwithstanding any other provision of this Agreement, no transfer or conveyance of the property or any portion thereof shall in any way relieve Owner of or otherwise affect Owner's responsibilities for installation or maintenance of Landscaping which may have arisen under the ordinances or regulations of City referred to in this Agreement, or other federal, state or City laws, on account of Owner having obtained a permit which creates such obligations or having commenced grading, construction or other land disturbance work.

Section 5. Notices and Communications Between the Parties.

5.1 Any and all notices, demands or communications submitted by either party to another party pursuant to or as required by this Landscaping Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, or transmitted by fax and confirmed by the sender by First Class United States Mail postage prepaid or by personal delivery and in each case, addressed to the principal office of the parties, as applicable, as designated below.

To City:
Public Works Director
3231 Main Street
Oakley, CA 94561

To Property Owner:
AU ENERGY, LLC
1320 Decoto Road, Suite 200
Union City, CA 94587
Attention: Kpish Goyal
Email: kpish@loopneighborhood.com

5.2 Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate as provided in this Section. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender on the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, the date sent by fax and confirmed by First Class United States Mail or two (2) calendar days after it is placed in the United States Mail or personal delivery as heretofore provided.

5.3 Either party may change its address for notice by giving written notice of such change to the other party not less than ten (10) days prior to the effective date of such address change. If a party has not provided an address for notice, any other party may deliver notice to such party at the address shown as the address for the owner of the property in question in the county tax records.

Section 6. Acceptance of Assessment Lien.

The Property Owner for itself and its successors and assigns hereby acknowledges and consents to the collection of any special assessments as may hereafter be assessed by the City under either Section 1(b) or Section 3, at the same time and in the same manner as County of Contra Costa general property taxes are collected against real property and all the laws providing for the collection and enforcement of County of Contra Costa property taxes shall apply to the collection and enforcement of any such assessments. Nothing shall prevent the City from accelerating the foreclosure of any assessment lien and independently pursuing judicial remedies for the enforcement of any assessment lien in the manner as may be available to the City pursuant to the Municipal Code or other applicable California law.

Section 7. Term of Agreement.

This Landscaping Agreement shall remain in full force and effect unless terminated pursuant to the provisions of this Landscaping Agreement.

Section 8. City Confirmation.

On request from time-to-time of the Property Owner, the City Engineer shall confirm in writing, addressed as requested by the Property Owner, the existence of this Landscaping Agreement and the existence or non-existence of any defaults hereunder then known to the City Engineer.

Section 9. Non-discrimination.

Property Owner shall not engage in, nor permit its employees, independent contractors, or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

Section 10. Entire Agreement, Amendment and Termination.

This Landscaping Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. The terms of this Landscaping Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Landscaping Agreement. This Landscaping Agreement may be amended or terminated only by written agreement, signed by the parties in interest at the time of such amendment or termination, except as also provided in Section 3, regarding termination.

Section 11. Attorneys' Fees.

In the event that litigation is brought by any party in connection with this Landscaping Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary and expenses of the City Attorney and members of his or her office in connection with that action, shall be considered as "attorneys' fees" for the purposes of this Landscaping Agreement.

Section 12. Governing Law.

This Landscaping Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Landscaping Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California. All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

Section 13. Indemnification and Hold Harmless.

Property Owner shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorneys' fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not limited to, all civil claims or workers' compensation claims, arising out of or in any way connected with the acts, errors or omissions of Property Owner, its employees, agents or subcontractors in the performance of this Landscaping Agreement.

Section 14. No Third Party Beneficiary Rights.

This Landscaping Agreement is entered into for the sole benefit of City and Property Owner and no other parties are intended to be direct or incidental beneficiaries of this Landscaping Agreement and no third party shall have any right in, under or to this Landscaping Agreement.

Section 15. Headings.

Paragraphs and subparagraph headings contained in this Landscaping Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Landscaping Agreement.

Section 16. Construction.

The parties have participated jointly in the negotiation and drafting of this Landscaping Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Landscaping Agreement, this Landscaping Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of

proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Landscaping Agreement.

Section 17. Waiver.

The delay or failure of either party at any time to require performance or compliance by the other of party of its obligations or agreements shall in no way be deemed a waiver of the right to require such performance or compliance. Waiver of any provision of this Landscaping Agreement shall only be effective if the Parties agree to such waiver in writing, signed by an authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event; nor shall any waiver constitute a continuing waiver.

Section 18. Severability.

Every provision of this Landscaping Agreement is and shall be construed to be a separate and independent covenant. Without limiting the generality of the foregoing, if any provision of this Landscaping Agreement is found to be invalid or unenforceable for any reason, then the remainder of this Landscaping Agreement shall not be affected and shall be enforced to the extent permitted by law and the parties shall negotiate in good faith for such amendments to this Landscaping Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

Section 19. Counterparts.

This Landscaping Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

Section 20. Corporate Authority.

The persons executing this Landscaping Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Landscaping Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Landscaping Agreement.

Section 21. Covenant running with the Land.

It is understood and agreed that the terms, covenants and conditions herein contained shall constitute covenants running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of Property Owner and shall be deemed to be for the benefit of all persons owning any interest in the Property. It is the intent of the parties hereto that this Landscaping Agreement shall be recorded and shall be binding upon all persons purchasing or otherwise acquiring all or any lot, unit or other portion of the Property, whose respective successive owners and assigns shall thereby be deemed to have consented to and become bound by all the provisions hereof.

Section 22. Recording.

The City Clerk shall cause a copy of this Landscaping Agreement to be recorded with the Office of the County Recorder of Contra Costa County, California, within ten days following the execution of this Landscaping Agreement.

Section 23. Consent.

[Lender] on behalf of itself and certain other lenders (collectively, the "Lenders"), will consent to this Landscaping Agreement and the rights created hereunder and will subordinate all liens and security interests against the Property securing any and all indebtedness owed to Lenders, to this Landscaping Agreement and to all rights created hereunder as evidenced by the Consent and Subordination attached hereto.

[Signatures Follow On Next Page]

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

CITY OF OAKLEY

Joshua McMurray, City Manager

OWNER: AU ENERGY, LLC

Varish Goyal, CEO

ATTEST:

Kim Snodgrass, City Clerk

APPROVED AS TO FORM:

Derek P. Cole, City Attorney

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

State of California
County of Contra Costa

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

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

Witness my hand and official seal.

Signature_____

Signature of Notary Public

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Alameda

On January 26, 2026 (*Date*) before me, Ashwin A. Prasad (Notary Public) (*Here Insert Name and Title of the Officer*),

personally appeared Varish Goyal (*Name(s) of Signer(s)*),

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

ASHWIN A. PRASAD
Notary Public - California
Alameda County
Commission # 2510557
My Comm. Expires Jan 21, 2029

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____ (*Signature of Notary Public*)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement of Property Owner for Provision of Landscaping

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

[Acknowledgement]

[Exhibit A]

[CONDITIONS OF APPROVAL]

RESOLUTION NO. 76-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING THE PROJECT KNOWN AS "EMERSON RANCH COMMERCIAL DESIGN REVIEW (DR 04-21)" LOCATED AT THE NORTHWEST CORNER OF EAST CYPRESS ROAD AND SELLERS AVENUE (APN 037-192-038)

FINDINGS

WHEREAS, on March 18, 2021, Sunny Goyal of AU Energy, LLC. ("Applicant") filed an application requesting Design Review (DR 04-21) approval to develop an approximately 8-acre commercial center to include a gas station and convenience store, car wash, drive-through restaurant, grocery store and three retail pad buildings ("Project"). The uses do not require a conditional use permit per the Emerson Ranch Conceptual Commercial Design, which includes P-1 Development Standards, adopted by the City Council on September 14, 2010. The project site is designated Commercial (CO) in the Oakley 2020 General Plan and zoned P-1 (Planned Unit Development) District. The Project is located at the northwest corner of E. Cypress Road and Sellers Avenue. APN: 037-192-038; and

WHEREAS, the Applicant's Plans include the site plan, truck path plan, photometric plan, site details, preliminary landscape plan, topographic survey, grading and drainage plan, preliminary stormwater control plan, and floor plans and elevations for the buildings. Additional plans include a color landscape plan, color elevations and signage, a color rendering of the plaza area, and a color and material board ("Plans"); and

WHEREAS, on April 19, 2021 the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project site is designated Commercial (CO) on the Oakley 2020 General Plan Land Use Map, and zoned P-1 (Planned Unit Development) District as adopted with Ordinance 18-10 in association with the Emerson Ranch Subdivision; and

WHEREAS, the pursuant to the California Environmental Quality Act (CEQA) analyses, the proposed project falls within the scope of the original Emerson Property Environmental Impact Report ("EIR") (SCH #2007052073); and

WHEREAS, on or before May 27, 2021, the Notice of Public Hearing for the project was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also emailed/mailed out to all owners of property within a 500-foot radius of the project's boundaries, interested agencies, and to parties requesting such notice; and

WHEREAS, on June 8, 2021, the City Council opened the public hearing and received a report from City Staff, oral and written testimony from the Applicant and public,

spaces in front of the grocery store that may alternatively be used for small to medium length recreational vehicles or trucks towing boats or travel trailers when two spaces are used. There are also 25 compact spaces, which are 18 inches narrower and 24 inches shorter than a standard 90 degree space, and 5 van accessible spaces.

d. The landscaping meets the P-1 Development Standards, which include providing pedestrian scale lighting, building, and walkways, and providing strong landscaping along entries with view focused on landscaped areas. Walkways are located throughout the center, as in pedestrian scale pole lighting and exterior lighting on the buildings. Both vehicle entries are lined heavily with trees on both sides, as well as additional shrubs along either buildings or the perimeter of a landscape strips. Neither entry results in a building directly in the line of sight as a vehicle enters the center. Also, the pedestrian entries from the adjacent residential development come into small areas bordered by thick landscaping hedges that direct the pedestrians away from the vehicle entries to where the marked crosswalks are located.

2. Architecture, including massing and grouping; facades, entries and roofs; materials and colors; and screening of trash, loading and service areas, and mechanical equipment:

a. The proposed building architecture uses a mix of vibrant and neutral colors with different materials, such as metal, stucco, vertical board and batten, and horizontal cement boards. Roof elements are varied and include focal point elements that mimic agricultural grain silos or water towers. The addition of these elements combined with the varying roof heights and entry points result in the building facades creating shadow lines and dimensional planes that add uniqueness and interest to the development as a whole. As one example, the convenience store front elevation has covered walkways supported by painted posts, an open main front gable with a hanging sign, 3 false dormers, and a tower element on the west elevation that will face the adjacent neighborhood. Every proposed building has similar unique features that don't quite mimic each other for every building, but follow a consistent theme. The architecture allows the roofs to include parapets without the conventional parapet look of a flat wall sticking above the obvious roof. This allows for screening of roof top equipment. Trash enclosures, although not screened, are designed to match the colors and materials of the main buildings, and will include landscaping and climbing vines at the base and eventually up the exterior walls. Mechanical equipment will be screened or underground, as feasible, per the standard conditions of approval.

applicant may apply for an extension of time pursuant to the provisions of the Zoning Code.

3. All construction drawings and plot plans submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on June 8, 2021, and as conditioned herein.

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

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

6. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.

7. All mitigation measures adopted as part of the Emerson Property Environmental Impact Report ("EIR") (SCH #2007052073) shall be complied with and addressed as outlined in the Mitigation Monitoring Program (Table 4-1 of Emerson Property Final EIR).

8. The Applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

9. All applicable Conditions of Approval from City Council Resolution Nos. 105-10 (EIR Certification and adoption of Mitigation Monitoring Program), and 107-10 (approval of Tentative Map and Commercial development Plan) shall apply to this project unless otherwise explicitly modified or replaced by default through Conditions of Approval adopted with this resolution.

10. The applicant shall implement "Noise Reduction Measure -1 Construction Noise Control" from the "Environmental Noise and Vibration Assessment for the Emerson Ranch Commercial Center Project" prepared by Dudek in April 2021 and received by the Planning Division on April 8, 2021. Only measures that are stricter than what is already covered in the project's conditions of approval, EIR mitigation measures, and standard conditions on future City–issued permits (building, grading, etc.), shall require implementation.

residential development. The pedestrian connection would require participating from the adjacent developer, and be located in the northwest corner of the commercial site. In the event this connection is feasible, the applicant shall redesign the project in this area to include a plaza similar in design to the main plaza at the street corner, ensure that the plaza area is blocked off from the truck loading docks and that vehicular traffic is no longer allowed to travel behind the building. Additional landscaping may also be required. This may result in the loss of parking spaces; however, the number of spaces in this area is significantly less than the number of spaces the project is over-parked. Staff will bring the final design, if implemented, back to the City Council as a regular calendar item for approval.

Architectural Details:

18. Roof-mounted equipment shall be architecturally screened from view.

19. All exterior light fixtures shall be of quality design and materials, and parking lot lights shall match existing parking lot lights in the shopping center to the maximum extent possible. Specs for the exterior fixtures, including building lights, shall accompany the construction drawings for building permits, and be subject to the review and approval of the Community Development Director.

Landscaping:

20. A landscaping and irrigation plan for all front yard, right-of-way, parks, open space, and trail landscaping shall conform to the Oakley Water Efficient Landscape Ordinance ("WELO"), and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance by including the following signed statement on the cover sheet or same sheet as the WELO calculations in a visible text box: "These plans are certified to conform to the Oakley Water Efficiency Landscape Ordinance."

21. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of 15-gallon and 24-inch box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.

22. Parking lot trees shall provide 50 percent shading of the parking areas at tree maturity.

23. Prior to occupancy, an on-site inspection shall be made of privately owned lands by a licensed landscape architect to determine compliance with the approved landscape plan. A signed certification of completion shall be submitted to the Community Development Director for review and approval.

Waste Management Plan:

32. The Applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

Building Division Conditions

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

34. Prior to requesting a Certificate of Occupancy from the Building Division, all Conditions of Approval required for occupancy must be completed. When the Public Works Division and the Planning Division place Conditions of Approval on the project, those divisions will sign off on the project prior to the request for a Building division final inspection. Similarly, if the Health Department and/or Fire Department reviewed and approved the original plans, those departments must sign off on the project prior to the request for a final inspection by the Building Division.

Public Works and Engineering Conditions

35. Install a traffic signal at the project entrance driveway on East Cypress Road as required by Condition of Approval 53(c) in City Council Resolution 107-10 and per the Traffic Impact Analysis prepared for this project dated May 3, 2021.

36. Install a trash capture device in the stormwater manhole located at the northwest corner of the project site at the satisfaction of the City Engineer.

37. Any excavation within the Levee Easement must be approved in writing by the City Engineer.

38. To comply with the National Pollutant Discharge Elimination System (NPDES) permit requirements, the applicant/developer must submit for review and approval a fuel spillage containment plan and long-term water quality plan for the gas station portion of the project.

39. AGREEMENT FOR STORMWATER BEST MANAGEMENT PRACTICES INSPECTION AND MAINTENANCE OBLIGATIONS. The property owner shall enter into an agreement with the City for maintenance of the stormwater filtration devices required to be installed on this project. The agreement will specify that certain routine maintenance shall be performed by the property owner/HOA and will specify device maintenance reporting requirements. The agreement will also specify routine inspection requirements, permits and

informing the Applicant of additional ordinance requirements that must be met in order to proceed with development.

A. The Applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
B. The project will require a grading permit pursuant to the Ordinance Code.
C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
D. The Applicant shall comply with the requirements of the Diablo Water District.
E. Comply with the requirements of the East Contra Costa Fire Protection District.
F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
G. This project may be subject to the requirements of the Department of Fish and Game. It is the Applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
H. This project may be subject to the requirements of the Army Corps of Engineers. It is the Applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.
I. The Applicant shall obtain an encroachment permit for construction within existing City rights of way.

PASSED, APPROVED AND ADOPTED this 8th day of June, 2021 by the following vote:

AYES: Higgins, Meadows, Pope, Williams
NOES: Fuller
ABSENT:
ABSTENTIONS:

APPROVED:

Sue Higgins, Mayor

6/9/21
Date

ATTEST:

Libby Vreonis, City Clerk

[Exhibit B]

[PARCEL MAP AND LANDSCAPING AREA DEPICTION]

SUBDIVISION 9398
WOODBURY PHASE 1

CONSISTING OF 3 SHEETS
BEING A SUBDIVISION OF PARCEL D OF SUBDIVISION 9032,
RECORDED IN BOOK 523 OF MAPS, AT PAGE 44,
CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

JANUARY 2019

OWNER'S STATEMENT

THE UNDERSIGNED, BEING A PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1) A PORTION OF SELLERS AVENUE AND A PORTION OF CYPRESS ROAD

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1) THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE USE AND ANY/ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

NUCP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATE: 1/15/19

NAME: DAVE SANSON

TITLE: Manager

BY: _____ DATE: 1/18/19

NAME: Steven G. Thomas

TITLE: Manager

OWNER'S ACKNOWLEDGMENT

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

STATE OF California) SS.
COUNTY OF Contra Costa)

ON January 15, 2019, BEFORE ME, April Huerta
NOTARY PUBLIC, PERSONALLY APPEARED Dave Sanson
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: _____

NAME (PRINT): April Huerta

PRINCIPAL COUNTY OF BUSINESS: Contra Costa

MY COMMISSION NUMBER: 2260738

MY COMMISSION EXPIRES: 10/28/22

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NUCP LLC, ON MAY 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2019, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE TO SURVEY TO BE RETRACED, AND THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY.

1/10/19
DATE

_____
MARK H. WEMBER, P.L.S.
L.S. NO. 7960

LICENSED LAND SURVEYOR MARK H. WEMBER 7960 STATE OF CALIFORNIA

OWNER'S ACKNOWLEDGMENT

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

STATE OF California) SS.
COUNTY OF Contra Costa)

ON January 18, 2019, BEFORE ME, April Huerta
NOTARY PUBLIC, PERSONALLY APPEARED Steven P. Thomas
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: _____

NAME (PRINT): April Huerta

PRINCIPAL COUNTY OF BUSINESS: Contra Costa

MY COMMISSION NUMBER: 2260738

MY COMMISSION EXPIRES: 10/28/2022



VICINITY MAP
NOT TO SCALE

CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9398 – WOODBURY PHASE 1" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____ 2/1/19
FRANCIS JOSEPH KENNEDY DATE
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E NO. 21771

REGISTERED PROFESSIONAL ENGINEER FRANCIS J. KENNEDY No. 21771 CIVIL STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9398 – WOODBURY PHASE 1", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY First American Title DATED 02/14/19 AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF First American Title Co. AT 10:21 A.M. ON THE 14th DAY OF February, 20 19, IN BOOK 540 OF MAPS, AT PAGE 17-19 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

Book 19-2028I

JOSEPH E. CANCIAMILLA
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER
A. Ramirez

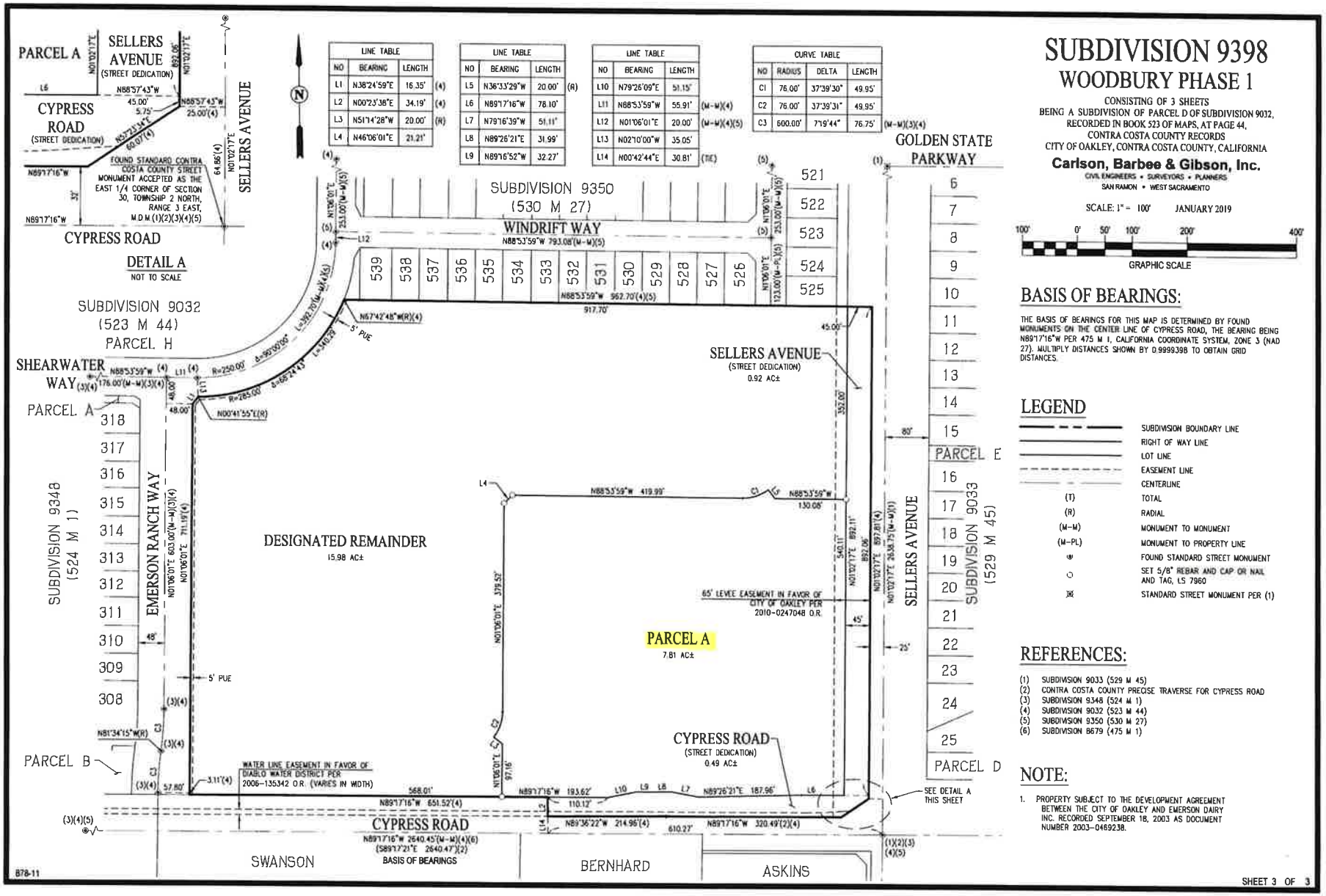
878-11

SHEET 1 OF 3

02/14/19 10:21A Book 540 Pg 17

540

60



LINE TABLE		
NO	BEARING	LENGTH
L1	N38°24'59"E	16.35' (4)
L2	N00°23'38"E	34.19' (4)
L3	N51°14'28"W	20.00' (R)
L4	N46°06'01"E	21.21'

LINE TABLE		
NO	BEARING	LENGTH
L5	N36°33'29"W	20.00' (R)
L6	N89°17'16"W	78.10'
L7	N79°16'39"W	51.11'
L8	N89°26'21"E	31.99'
L9	N89°16'52"W	32.27'

LINE TABLE		
NO	BEARING	LENGTH
L10	N79°26'09"E	51.15'
L11	N88°53'59"W	55.91' (M-M)(4)
L12	N01°06'01"E	20.00' (M-M)(4)(5)
L13	N02°10'00"W	35.05'
L14	N00°42'44"E	30.81' (TIE)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	37°39'30"	49.95'
C2	76.00'	37°39'31"	49.95'
C3	600.00'	7°19'44"	76.75' (M-M)(3)(4)

SUBDIVISION 9398
WOODBURY PHASE 1

CONSISTING OF 3 SHEETS
BEING A SUBDIVISION OF PARCEL D OF SUBDIVISION 9032, RECORDED IN BOOK 523 OF MAPS, AT PAGE 44, CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 100' JANUARY 2019

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD, THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
⊕	FOUND STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
⊠	STANDARD STREET MONUMENT PER (1)

REFERENCES:

(1) SUBDIVISION 9033 (529 M 45)
(2) CONTRA COSTA COUNTY PRECISE TRAVERSE FOR CYPRESS ROAD
(3) SUBDIVISION 9348 (524 M 1)
(4) SUBDIVISION 9032 (523 M 44)
(5) SUBDIVISION 9350 (530 M 27)
(6) SUBDIVISION 8679 (475 M 1)

NOTE:

1. PROPERTY SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OAKLEY AND EMERSON DAIRY INC. RECORDED SEPTEMBER 18, 2003 AS DOCUMENT NUMBER 2003-0469238.

SHEET 3 OF 3

Book 540 Pg 19



1 PRELINARY LANDSCAPE PLAN
1" = 30'-0"

GRAPHIC SCALE 1" = 30'-0"

NORTH

Parking Lots Sahde Calculation

Parking Lot Surface (sf)	186,000
50% SHADE AREA REQUIRED (sf)=	93,000
TOTAL SHADE AREA PROVIDED (sf)=	111,397
PERCENT SHADE=	59.89%

PLANTING LEGEND

Tree

Botanical Name	Common Name	Size	H2O	Qnty
Gleditsia triacanthos 'Skyline'	Skyline Honey Locust	15 Gal	L	40
Jacaranda mimosifolia	Jacaranda	15 Gal	L	45
Pistacia chinensis 'Keith Davey'	Chinese Pistache	15 Gal	L	40
Lagerstroemia indica 'Tuscarora'	Crape Myrtle	15 Gal	L	3

Street Trees

Acer Rubrum 'Red Sunset'	Red Maple	15 Gal	M	51
Ginkgo Biloba 'Autumn Gold'	Maidenhair Tree	15 Gal	M	20
Cercis canadensis	Eastern Redbud	15 Gal	L	26

Shrubs and Vines

Botanical Name	Common Name	Size	H2O	Qnty
Screen Shrubs				
Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush	5 Gal	L	403
Dodonaea viscosa	Hopseed Bush	5 Gal	L	363
Xylosma congestum	Shiny Xylosma	5 Gal	L	382
Hedge and Shrubs				
Ligustrum texanum*	Waxleaf Privet	5 Gal	L	231
Nandina domestica 'Gulf Street'*	Heavenly Bamboo	5 Gal	L	105
Rhaphiolepis indica 'Springtime'*	Springtime Rhaphiolepis	5 Gal	L	145
Abelia x grandiflora 'Abelcpo'*	Sunshine Daydream Abelia	5 Gal	L	171
Pittosporum undulatum*	Victorian Box	5 Gal	L	102
*maintain shrubs at a maximum height of 3 Feet				
Vines				
Parthenocissus tricuspidata	Boston Ivy	1 Gal	L	24

Ground Cover

SYM	Botanical Name	Common Name	Size/Spcg	H2O	Qnty
ROS	Rosmarinus offic. 'Huntington Carpet'	Rosemary	1 Gal @36"oc	L	562
MYR	Myoporum parvif. 'Pilot Creek'	Prostrate Myoporum	1 Gal @36"oc	L	552
COT	Cotoneaster dammeri 'Lowfast'	Lowfast Cotoneaster	1 Gal @36"oc	L	483
TRA	Trachelospermum jasminoides	Star Jasmine	1 Gal @36"oc	M	286
RRO	Rosa 'Flower Carpet Red'	Red Gc Rose	1 Gal @36"oc	L	560
PIT	Pittosporum T. 'Creme De Mint'	Dwarf Pittosporum	5 Gal @36"oc	M	223
CHO	Chondropetalum elephantinum	Large Cape Rush	5 Gal @48"oc	L	652
TUR	Agrostis pallens	Native Bentgrass	Sod		16,282sf
ANN	Annual Flowers				

MYR ROS COT TRA TUR PIT CHO BEN ANN

PLANTING NOTES

1. All trees are to be staked as shown in the staking diagram per city requirement.
2. Plant locations are to be adjusted as necessary to screen utilities but not block windows or impede access.
3. All ground cover and shrub areas shall be top-dressed with a 3" layer of bark mulch.
4. All Planting and Irrigation shall comply with Water Efficient Landscape Ordinance.
5. All plant material shall be nursery grown stock. All plant materials shall be tagged at the nursery at least 1 month prior to planting for the Landscape Architects review.
6. Landscaping shall be maintained in a manner to prevent landscaping from growing above 3' in height in the areas indicated in the plans as being located within a safety visibility triangle area.
7. CERTIFICATION. Prior to occupancy, the Landscape Architect shall certify in writing in a manner acceptable to the Building Inspection Division, that the landscaping has been installed in accordance with all aspects of the approved landscape plans.
8. A minimum of 8" of non-mechanically compacted soil shall be available for water absorption and root growth in planted areas.
9. Incorporate compost or natural fertilizer into the soil to a minimum depth of 6" at a minimum rate of 6 cubic yards per 1000 square feet.
10. All Plantings shall be automatically irrigated utilizing state of the art system, components and installation techniques.

Ciardella Associates
Landscape Architecture
Urban Design

M I Architects
M I Architects, Inc.
ARCHITECTURE
PLANNING
MANAGEMENT
DESIGN
2221 OLYMPIC BLVD.
SUITE 100
WALNUT CREEK, CA
94595
925-287-1174 Tel
925-445-1581 Fax
925-878-9875 Cell
mihand@miarchitect.com
www.miarchitect.com

GAS STATION, CONVENIENCE STORE, CARWASH
GROCERY STORE, QSR, & RETAIL
NWC CYPRESS ROAD & SELLERS AVENUE
OAKLEY, CALIFORNIA

DRAWINGS AND SPECIFICATIONS, AND THE CONCEPTS EMBODIED WITHIN THEM, CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF M I ARCHITECTS, INC. AND THE SAME MAY NOT BE USED, DISCLOSED, REPRODUCED OR ALTERED WITHOUT THE WRITTEN CONSENT OF M I ARCHITECTS, INC. OVER DRAWINGS AND SPECIFICATIONS AND INSTRUMENTS OF DISCLOSURE OR PROFESSIONAL SERVICE AND REMAIN THE PROPERTY OF THE ARCHITECT. THE USE, DUPLICATION OR DISCLOSURE OF THE DOCUMENTS WITHOUT EXPRESSED WRITTEN CONSENT FROM M I ARCHITECTS, INC. IS PROHIBITED

NO	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION
2		ISSUED FOR PLAN CHECK
3		ISSUED FOR PLANNING
△		
△		
△		
△		
△		

PRELIMINARY LANDSCAPE PLAN

PROJECT #: 20-50122
DRAWN: ERG CHECKED: MH
SCALE: AS NOTED DATE: 12-01-20

LA1

SHEET OF

DATE: March 10, 2026

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Billilee Saengchalern, Public Works Director/City Engineer

SUBJECT: Adopt a Resolution Approving the Agreement with AU ENERGY, LLC (APN 037-192-038) for "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 04-21 Emerson Ranch Commercial Project Located at 910 & 920 Cypress Road and Authorizing the City Manager to Execute the Agreement

Background and Analysis

The installation of the Permanent Stormwater Pollution Prevention Measures (BMP's) for the DR 04-21 Emerson Ranch Commercial project was constructed with the improvements associated with the project. The City's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the permanent BMP's by the respective property owners. The "Stormwater Management Facility Operation and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations and inspection obligation under the City's Ordinance and the approved plans.

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

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR

04-21 Emerson Ranch Commercial Project located at 910 & 920 Cypress Road and authorize the City Manager to sign the agreement on behalf of the City.

Attachments

1) Resolution
2) “Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry” for DR 04-21 Emerson Ranch Commercial Project

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA APPROVING THE AGREEMENT WITH AU ENERGY, LLC (APN 037-192-038) FOR "STORMWATER MANAGEMENT FACILITY OPERATIONS AND MAINTENANCE AGREEMENT AND RIGHT OF ENTRY" FOR DR 04-21 EMERSON RANCH COMMERCIAL PROJECT LOCATED AT 910 & 920 CYPRESS ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the Permanent Stormwater Pollution Prevention Measures installed for the Emerson Ranch Commercial Project; and

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

WHEREAS, the installation of the Permanent Stormwater Pollution Prevention Measures for the Emerson Ranch Commercial project will be consistent with the approved improvement plans; and

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

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

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th day of March 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

04/29/2021
Recording Requested By:
CITY OF OAKLEY

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

Document Title

CITY OF OAKLEY

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

PROJECT: EMERSON RANCH COMMERCIAL

OWNERS NAMES: AU ENERGY, LLC

ASSESSOR'S PARCEL NUMBER: 037-192-038

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

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this 10th day of March, 2026, by and between AU ENERGY, LLC, (hereinafter referred to as "Property Owner") and The City of Oakley, a municipal corporation ("City").

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

DEFINITIONS

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

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

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

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

Property: The term "**Property**" shall mean that certain real property located at 910 & 920 Cypress Road, and more particularly described in Exhibit A which is attached hereto and hereby incorporated herein by reference.

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

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

RECITALS

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

A. The Property Owner is the owner of the real property more particularly described on the attached Exhibit A.

B. The City is the owner of East Cypress Road and Sellers Avenue and its storm drains that are adjacent to the Property, and the City is required to ensure that stormwater run-off from the Property into its storm drains meets the requirements of its NPDES Permit.

C. To meet its obligations under its NPDES Permit the City has required the Property Owner to construct the Stormwater Facility on the Property.

D. To meet its obligations under its NPDES Permit the City has approved the Property Owner's Operation and Maintenance Plan for the Stormwater Facility.

E. To meet its obligations under its NPDES Permit the City's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facility constructed on the Property.

F. The Plan includes an annual inspection and reporting requirement for the Stormwater Facility constructed on the Property.

G. This Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance, the City's NPDES Permit and the Plan.

AGREEMENT

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

SECTION 1

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

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

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify and holds harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences, claims, penalties or fines which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence or maintenance of the Stormwater Facility by the Property Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 or 4.

SECTION 6

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

SECTION 7

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

Recommended for approval:

City Engineer, Billilee Saengchalern

Reviewed by:

City Attorney, Derek Cole

City of Oakley:

City Manager, Joshua McMurray

Attest:

City Clerk, Kim Snodgrass

Property Owners:

AU ENERGY, LLC, a Delaware limited liability company

Varish Goyal, CEO

Attachments: Acknowledgements

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

State of California
County of Contra Costa

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

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

Signature_____
Signature of Notary Public

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Alameda

On January 26, 2026 before me, Ashwin A. Prasad (Notary Public),
Date *Here Insert Name and Title of the Officer*

personally appeared Varish Goyal
Name(s) of Signer(s)

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

ASHWIN A. PRASAD
Notary Public - California
Alameda County
Commission # 2510557
My Comm. Expires Jan 21, 2029

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Covenant Running with Land,Stormwater Mngmt Facilties

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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EXHIBIT A
Legal description

The land referred to in this Report is situated in the County of Contra Costa, City of Oakley, State of California, and is described as follows:

Parcel A, as shown shown on the map of Subdivision 9398 Woodbury Phase 1, filed on February 14, 2019, in Book 540 of Maps, at Page 17, in the office of the County Recorder of Contra Costa County.

EXCEPTING THEREFROM, all oil, gas, geothermal steam, casinghead gas, asphaltum and other hydrocarbons and chemical gas now or hereafter found, situated or located in all or any portion of the lands hereinafter described lying more than five hundred feet (500') below the surface thereof, together with the right to slant drill for and remove all or any of said gas, oil, casinghead, gas asphaltum and other hydrocarbons or chemical gas lying below a depth of more than five hundred feet (500') below the surface thereof including the right to grant leases for all or any of said purposes, but without any right whatsoever to enter upon the surface of said lands or any portion thereof within five hundred feet (500') vertical distance below the surface thereof, as excepted in the deed from New Urban Communities/Emerson and Burroughs, LLC, recorded March 29, 2013, Series No. 2013-0078880, Official Records.

APN: 037-192-038

OAKLEY
CALIFORNIA

DATE: March 10, 2026

TO: Joshua McMurray, City Manager

FROM: Troy Faulk, Recreation Manager

SUBJECT: Approval of the Special Event Beverage Concessions Non-Profit Selection

Approved and Forwarded to the City Council

Background and Analysis

Each year the Recreation Division hosts special events throughout the year that are designed to bring residents and visitors to Oakley and activate our downtown area. Those events include: Concerts in the Park in partnership with Foodie Crew on May 1st, June 5th, August 7th, September 4th and October 2nd, Summer Fest on June 27th, and Heart of Oakley on September 19th.

On January 12th, 2026 a Request for Proposal for Beer and Wine Concessions was released for non-profit organizations to submit their proposals. The proposal was advertised on social media including Facebook and Instagram as well as included in the Oakley eNews. All non-profits who had previously submitted a proposal in 2025 were also contacted via email. The deadline for nonprofit organizations to submit their proposals was February 17th. Staff received five proposals from organizations including:

- Be Exceptional
- East County All Star Fundraising
- East County Diehards Baseball/Softball
- Pillars of Hope
- Rotary Club of Oakley

The applicants who were selected will be required to submit a report following the event that they are selected for, this information will be presented to the City Council in March of 2027.

Consistency with Oakley Strategic Plan 27+

The Oakley Strategic Plan 27+ highlights that community and collaborative partnerships are a primary goal. Partnering with non-government organizations, the RFP provided the City of Oakley the opportunity to foster and maintain strong relationships with these types of groups and to assist them in their community

efforts. Additionally, the Strategic Plan 2027+ goal of providing our residents, businesses and visitors an opportunity to recreate and relax which are also reflected in the goals of the events offered.

Fiscal Impact

There is no fiscal impact associated with the selection of the non-profit organizations.

2025 Results

Non-Profit groups that participated in the 2025 event series were instructed to report their total sales and profits from the alcoholic sales at their respective events. Below is a table detailing these results. In all, Oakley Non-Profit groups reported $19,303 revenue generated across seven events; a $3,722 increase from events held in 2024.

Date	Event	Non-Profit	Total Sales	Total Profits
May 2nd	Concert	Pillars of Hope	$1,756.00	$1,216.56
June 6th	Concert	Be Exceptional	$1,046.00	$842.00
June 28th	Summerfest	Rotary Club of Oakley	$4,620	$3,323
August 1st	Concert	East County Diehards	$2,000	$1,550
September 5th	Concert	Pillars of Hope	$2,020.00	$1,554.00
September 20th	Heart of Oakley	East County All Star Fundraising	$6,405.00	$5,493.63
October 3rd	Concert	East County Diehards	$1,456.00	$944.33
Total for 2025:			$19,303.00	$14,923.52

Staff Recommendation

Staff recommend dividing the events up so that all non-profit organizations that submitted an RFP are able to fundraise for their organizations.

Staff reviewed the submissions and assessed them on three categories: Demonstration of experience selling beer/wine at large scale events, Demonstration of the staff/volunteer capacity, Demonstration of alignment with Strategic Plan 27+. Staff also considered how each proposal best aligned to the various events.

Based on the assessment staff recommends the assignment of organizations to events below:

May Concert: East County Diehards
June Concert: Pillars of Hope
Summerfest: Rotary Club of Oakley
August Concert: Be Exceptional
September Concert: East County Diehards
Heart of Oakley: East County All Stars
October Concert: Be Exceptional

Attachments

1. Be Exceptional Proposal
2. East County All Star Fundraising Proposal
3. East County Diehards Baseball/Softball Proposal
4. Pillars of Hope Proposal
5. Rotary Club of Oakley Proposal

1265 Dainty Ave Brentwood, CA 94513
Phone: (925) 978 4161
Email: Beexceptionalprograms@gmail.com
Website: Beexceptionalprograms.com

To Whom It Mat Concern:

Be Exceptional would like to enter this proposal to the City of Oakley for being the Event Beverage Concession Services RFP at an event during the 2026 year. I, Joseph Ogo Be Exceptional's Director/CFO, am the contact regarding this proposal and reside at 789 Griffith Lane, Brentwood, CA, 94513 and can be contacted by phone at 503 975 5239 with any questions or concerns in regard to this proposal.

Joey Ogo

Joseph Ogo 01/15/2026

1265 Dainty Ave Brentwood, CA 94513
Phone: (925) 978 4161
Email: Beexceptionalprograms@gmail.com
Website: Beexceptionalprograms.com

This proposal is for Be Exceptional to be responsible for providing all staff, beer, wine, and any other supplies and equipment necessary for the concession operations for the event or events we are chosen for. We would appreciate consideration for the Summer fest or Heart of Oakley Festival. Be Exceptional will facilitate the beer and wine sales at events by first consulting with the city of Oakley in at least two pre-planning meetings to figure out the appropriate amount of beer and wine to purchase, the number of booths wanted, and how many staff members need to be in attendance. We will provide a minimum of five craft beers and two wines, and would serve beer and wine in cups, not cans or bottles. We will make sure we purchase and have the beer and wine on hand at least one week prior to the event. Be Exceptional will have the permits (a copy of the approved ABC Daily Permit, and proof of valid certified Responsible Beverage Service) that are required on hand 2 weeks prior to the event. Be Exceptional already works with the City of Oakley Parks and Recreation and has insurance in place. Our staff will have Be Exceptional shirts on and will follow all policies in place. We would set up and clean up for the event appropriately. We have done booths at events in the past, so we have tables, an awning, and promotional stuff for our organization. Within 10 business days of the event conclusion, Be Exceptional will submit a written report detailing the total sales and profit. Be Exceptional's goal is to use the funds that we earn to continue to provide inclusive recreational classes and social events for people of all abilities to people within the Oakley area. We are qualified to provide services at the events because of the experience we have had in coordinating several events throughout the years.

1265 Dainty Ave Brentwood, CA 94513
Phone: (925) 978 4161
Email: Beexceptionalprograms@gmail.com
Website: Beexceptionalprograms.com

Be Exceptional has been involved in many community events and is excited to use our experience with the City of Oakley to provide the beer and wine at events. We have put on many recitals throughout the years which has allowed to us learn how to handle volunteer/staff coordination, working with the event hosts, providing food and beverages to purchase during intermission, and providing an inclusive environment to all. We have worked at local wineries and other community events in the past to help provide support (pour beer and wine) to other non-profits when they had fundraisers there. Be Exceptional worked the city of Oakley to do concessions last year at a concert in the park. Be Exceptional appreciates the opportunity to work with the City of Oakley again to provide the beer and wine at some of their events.

References:

Elite Dance Studio	Louise Green -	925 352 5837
NHS Skateboard Company	Lee Charron-	831 334 4666
Special Haven	David Chuey-	650 703 0511

A PROPOSAL BY

EAST COUNTY ALL STAR FUNDRAISING

EVENT BEVERAGE CONCESSION SERVICES RFP

LETTER OF TRANSMITTAL

East County All Star Fundraising
501c
84-2010921
44 Kay Ct. Oakley CA 94561
925-915-0259
anissa@ecasf.net

January 31, 2026

Please find our proposal for East County All Star Fundraising, a registered 501c entity with the state of California. Our address, email, and phone is the same for both the non profit and the main point of contact for this proposal, Anissa Williams.

Sincerely,

Anissa Williams

Anissa Williams
President, East County All Star Fundraising

ORGANIZATION SUMMARY

East County All Star Fundraising is an Oakley-based non-profit dedicated to improving the lives of local youth through fundraising efforts that support the often-overwhelming expenses associated with extracurricular activities. Our membership is open to families/caregivers throughout East County and has now expanded to parts of Alameda County, but more than half of our membership resides in Oakley. The success of our organization stems from caregiver participation, and the youth participate in many local Oakley organizations - including Oakley Youth Soccer Club, Prodigy Cheer, Happy Trails Riding Academy. East County Little League, and many more! Funds raised directly benefit the participating families, and we have also been able to sponsor foster youth, a practice we hope to continue with more funding. Our latest partnership efforts include working with Hijas del Campos to sponsor farmworker families. We have also started the work necessary to offer scholarship opportunities, partnering with the school district to identify students in need, and create long-term partnerships with organizations.

SCOPE OF SERVICES

- EAST COUNTY ALL STAR FUNDRAISING (HERE IN AFTER REFERENCED TO AS ECASF) IS RESPONSIBLE FOR SERVING BEER AND WINE AT MULTIPLE VENUES THROUGHOUT THE BAY AREA, INCLUDING CONCORD PAVILION, STANFORD STADIUM, AND LEVI'S STADIUM

- ALL VOLUNTEERS HAVE BOTH A FOOD HANDLERS CARD (THROUGH SERVSAFE) AND THEIR ALCOHOL LICENSE ISSUED BY ABC

- OUR VOLUNTEER BASE INCLUDES MORE THAN 50 ACTIVE PARTICIPANTS, GIVING US EXTENSIVE EXPERIENCE SCHEDULING AND MANAGING SHIFTS ACROSS VARIOUS VENUES. WITH SUCH A LARGE GROUP, SET UP, CLEAN UP, AND SERVING WILL BE BROKEN UP INTO MULTIPLE 5-6 HOUR SHIFTS

- OUR PRESIDENT HAS RUN MANY RESTAURANTS AND HAS EXPERIENCE OBTAINING TEMPORARY PERMITS AND SPECIAL EVENT LICENSES. ALL PERMITS WILL BE OBTAINED AT LEAST 14 DAYS BEFORE ANY EVENTS WE ARE AWARDED

- WE UTILIZE BOTH SQUARE AND ZEFFY, SO THE REPORTING IS VERY CLEAR AND EASY TO TRANSMIT WITHIN 10 DAYS OF THE EVENT CLOSE

- WE HAD A VERY SUCCESSFUL OPERATION AT OUR AWARDED 2023-2025 FESTIVALS - THE HEART OF OAKLEY. WE RECEIVED NUMEROUS COMMENTS FROM GUESTS THAT WE WERE EXTREMELY EFFICIENT WITH EACH TRANSACTION, AND THEY ALL APPRECIATED THE INNOVATION OF HAVING A WINE SLUSHIE. THE BEER GARDEN COMPONENT WAS VERY SUCCESSFUL, AND WE INITIATED A GREAT PARTNERSHIP WITH LOCAL BUSINESS, THE BEER AISLE, THAT WAS MUTUALLY BENEFICIAL

- WE ARE GRATEFUL FOR ANY EVENTS YOU WANT US TO SERVE; WE LOVE HEART OF OAKLEY AND WOULD LOVE TO HOST THE BEER GARDEN AGAIN, BUT WE ARE OPEN TO ANY!

REFERENCES

Our board of directors can all provide references for our organization, and we will also provide outside references.

Jeanine Davis, Vice President, 925-250-2771
Crystal Jessup, Treasurer, 925-200-0390
Laura Sussman, Secretary 530-559-0712
Krystyna Rakow, Public Relations Manager, 925-726-8565
Jerry Spence, Membership, 805-459-8790

Contacts from Toyota Pavilion at Concord:
Sean Wall, General Manager - Legenda 831-915-4627

Contacts from Stanford Stadium:
Ariel Bautista, ABautista3@levyrestaurants.com

Contacts from Levi's Stadium
Lisa Leong, Assistant Director of Operations, 408-217-7079

1.Letter of Transmittal

Date: February 12, 2026

Subject: Event Beverage Concessions Services RFP

East County Diehards
91 Lozoya Way
Oakley Ca 94561

Diehards2025@gmail.com

925-765-1310

Dear City of Oakley,

It is our immense pleasure to have the opportunity to submit an RFP for the City of Oakley's Event Beverage Concessions services.

This document is prepared in accordance with Section III - Proposal Form and Content. The below individuals are the main contact for the East County Diehards baseball/softball program.

Mike Rosalez - President
Oakley CA 94561
mrosalez@comcast.net
925-765-1310

Desiree Lopez - Treasurer/10U Softball Coach
Oakley CA 94561
dez.lopez2015@gmail.com
925-470-7521

We appreciate your time in reviewing our request. Please reach out if you have any additional questions.

Thank you,



Mike Rosalez
East County Diehards President

2.Proposal Summary

The East County Diehards baseball and softball programs have long been a cornerstone of the Oakley community. Our mission extends beyond sports — we foster teamwork, discipline, and academic excellence, helping many of our athletes advance to collegiate programs and become active, positive members of society.

We are pleased to submit our application to provide beverage concession services for the City of Oakley events. While this initiative represents an ongoing partnership opportunity, it builds upon our proven track record. Last year, our organization successfully facilitated these same events with outstanding results. Each event was well-coordinated, compliant, and beneficial to both the City and our program, reflecting our professionalism, reliability, and deep community ties.

Our organization is no stranger to managing large-scale community functions. One of our flagship endeavors, the annual Crab Feed, demonstrates our organizational capacity and collaborative spirit. Our responsibilities include securing the venue, food, beverages, party rentals, ABC permits, and managing volunteers. Given our prior success with City events and our extensive event management experience, we are confident in our ability to continue providing high-quality beverage concession services. All Diehards families will actively participate as volunteers, ensuring a strong and enthusiastic presence at every event.

As an established Oakley organization, we have cultivated strong relationships with local businesses and vendors. Our plan is to partner with local bars and restaurants to promote community engagement and local economic support. Upon approval of our RFP, we will promptly begin coordinating beverage deliveries from these local partners. Deliveries will be scheduled either the day before or within five hours of the event start, depending on logistics. Each team in our program will be assigned specific volunteer responsibilities to ensure every event is appropriately staffed and well-executed.

All permitting will be completed at least four weeks in advance and confirmed one week prior to each event. Our organization will handle all beverage procurement, drinkware, tables, tents, and banners, maintaining consistent professionalism and branding across every City event.

Approval of our proposal will provide a significant fundraising opportunity for our baseball and softball programs. Our teams compete in tournament-based leagues, where entry fees range from $600 to $1,000 per event, with each team participating in roughly eight tournaments per year. This partnership would allow us to substantially offset — and potentially eliminate — these costs for our families. Field rental fees, uniforms, and other essential expenses could also be reduced, allowing us to keep our programs affordable while maintaining a high standard of training and competition. Ultimately, 100% of proceeds generated will go directly toward supporting our players and furthering their athletic and academic growth.

3.Background and Experience

The East County Diehards is a well-established 501(c)(3) non-profit organization with years of experience hosting successful community events. Our signature annual Crab Feed serves as an example of our planning capabilities and community engagement. Each year, this event grows in scale and success, thanks to careful planning, dedicated volunteers, and strong local partnerships.

Planning begins with our leadership team of coaches and coordinators, followed by the formation of specialized sub-committees, each responsible for specific operational areas such as logistics, sponsorship, catering, and volunteer coordination. Sub-committees meet weekly to ensure progress, communication, and collaboration across all teams.

We manage all aspects of event organization, including procurement of beverages through local vendors and restaurants, ABC permit acquisition, and full volunteer coordination. Our volunteers — the heart of our organization — play critical roles in ensuring smooth operations across all event areas. For large-scale events, like the Crab Feed, we successfully coordinate 20+ volunteers, each assigned to key roles for maximum efficiency.

Last year, our organization proudly partnered with the City of Oakley to manage beverage concessions at multiple community events. Every one of those events was a success, exceeding expectations in compliance, coordination, and customer satisfaction. Our experience running those events has further refined our systems, allowing us to build on what worked best and streamline logistics even more for this year.

We remain confident in our ability to deliver professional, reliable, and community-minded service for all City-sponsored events. Our dedicated volunteers, strong organizational framework, and proven event experience make the East County Diehards an ideal partner for the City of Oakley.

4. References

a) Pete Zirkle
Owner of Zirkle Engraving
zirkleengraving@yahoo.com
925-813-1258

b) Francine McMahon
Owner of Daub 4 Kids
francinemcmahon53@aol.com
925-726-6211

c) Dr. Kristin Mattingly
Owner of Oakley Chiropractic
kebo9@hotmail.com
925-354-5433

February 2nd, 2026

City of Oakley
Event Beverage Concession Services RFP
3231 Main Street
Oakley, CA 94561

Dear Ms. Alicia O'Leary,

Following the City of Oakley's invitation for nonprofit organizations to seek participation in the City of Oakley's festivals and events as alcoholic beverage vendors, Pillars of Hope, Inc., is once more pleased to present this application with hopes of securing approval. Enclosed is Pillars' submission outlining our credentials, background, operational capabilities, planned use of generated revenue, professional references, and supplementary remarks.

Last year's experience proved that Pillars is well-equipped to handle beer and wine concessions. From the organization's beginning, Pillars has successfully organized and executed various fundraising events since 2011. With a spirited, enthusiastic approach, Pillars brings genuine dedication to every event. Serving as a concessionaire at one or more 2026 festivals/events would provide a valuable chance for Pillars to generate funds while connecting with community members who haven't yet discovered the issue of human trafficking in our community.

This proposal was prepared by Debra Brown, executive director, and Morgan Gleeson, Assistant Executive Director, on behalf of Pillars of Hope, Inc. Contact information is noted below.

Pillars of Hope, Inc.	**Debra Brown**	**Morgan Gleeson**
Mailing Address:		
3377 Deer Valley Rd.	2990 Almondwood Pl	1601 Hoffman Lane
Unit 422 Antioch, CA 94531	Oakley, CA 94561	Byron, CA 94514
Cell: 925-457-3977	Cell: 925-305-3711	Cell: 925-446-7129
Email: pillarsofhope@att.net	Email: pillarsofhope@att.net	Email: msg4pillars@gmail.com
Website: pillarsofhope.us		

Once again, Pillars of Hope expresses gratitude for the opportunity to collaborate with the City of Oakley and generate revenue for our organization. Past attendance at the City of Oakley's Concert in the Park events exceeded our expectations. Our organization is eager to participate again this year and hopes to potentially contribute at multiple events.

Sincerely,

Pillars of Hope, Inc.
Debra Brown, Executive Director
Morgan Gleeson, Asst. Executive Director

EVENT BEVERAGE CONCESSION SERVICES

Part 2: Proposal Summary

Pillars of Hope, Inc. is committed to ensuring that every fundraising event benefits both our organization and its attendees. Meticulous attention is paid to every aspect of each event, from initial planning through final cleanup. Our volunteers and staff proudly showcase Pillars in the exemplary manner it warrants. Our 4th annual golf tournament in September 2025 achieved remarkable results, generating nearly $36,000 for our nonprofit. With a committed board of directors and more than 30 volunteers actively engaged in fundraising and furthering our mission to assist human trafficking survivors, Pillars of Hope demonstrates unwavering dedication. Executive Director Debra Brown embodies this resolute spirit, which Pillars will bring to Oakley events as well.

Since achieving 501(c)(3) status in 2011, Pillars of Hope has accumulated substantial experience managing alcohol at numerous fundraising events. Between 2013 and 2025, Pillars received annual daily ABC licenses for events such as crab feeds and tri-tip and prawn dinners. Most recently, in May and September of 2025, we obtained licensing for the City of Oakley's Concert in the Park events. Not a single incident has occurred at any of these gatherings. Our staff and volunteers maintain exceptional professionalism and responsibility while ensuring everyone enjoys themselves.

Regarding organizational capacity, Pillars of Hope secures funding through grant applications and monthly contributions from individuals, corporations, and businesses. Organizations such as Brentwood and Oakley Rotary, along with Soroptimist International, have supported Pillars of Hope in multiple ways.

Pillars of Hope's business infrastructure includes two part-time staff members, six board members, two of whom reside in Oakley, and ten advisory board members that include a district attorney, a victim advocate, three police officers, an investigator, a therapist, a survivor, a financial advisor, and a lawyer. Pillars currently has 32 volunteers who serve in a variety of ways. Everyone in the Pillars of Hope organization has taken training classes on the impact of human trafficking. Many have completed specialized courses, including trauma-informed, de-escalation, and self-care training.

The organizational structure of Pillars of Hope comprises one full-time and two part-time employees, seven board members (including two Oakley residents), and ten advisory board members consisting of a district attorney, a victim advocate, three police officers, an investigator, a therapist, a survivor, a financial advisor, and a lawyer. Currently, 32 volunteers contribute their services in various capacities. Every individual in Pillars of Hope's organization has completed human trafficking training. Additionally, many have pursued specialized instruction in trauma-informed care, de-escalation techniques, and self-care practices.

Regarding organizational culture and climate, Pillars of Hope's board, staff, and volunteers demonstrate strong professional standards, comply with established policies and procedures, and remain flexible in the face of change.

Concerning collaborations and partnerships, Pillars maintains multiple Memorandums of Understanding with organizations throughout the local area and state, as well as one with an Atlanta, Georgia-based rescue organization and another with an international organization based in Northern Mexico.

Revenue generated from serving as a beer and wine concessionaire at Oakley's 2026 festivals and/or events will enable Pillars of Hope to deliver educational presentations and training to Oakley residents and students. Pillars possesses expertise in recognizing human trafficking indicators and understanding how perpetrators operate and manipulate young people to establish trust. This is where it all begins…and it needs to stop. Perpetrators frequently exploit social media as a primary tool. Parents and children need education on identifying predatory behavior and warning signs to keep young people from becoming victims. Training sessions currently take place at Laurel Ridge Church in Oakley. Expert speakers share their knowledge on various topics related to human trafficking. Despite being a smaller community, Oakley's rapid expansion in recent years has brought challenges similar to those facing larger urban areas. Pillars of Hope has assisted two Oakley trafficking victims and successfully facilitated the safe return of one to her family and the other to a program.

Once Pillars of Hope receives authorization to operate a beer and wine booth at Oakley's 2026 festivals and/or events, we will partner with Brentwood's Hop Asylum to arrange beverages, mirroring last year's successful collaboration. Hop Asylum will provide the required quantity of craft beer and wine and help determine appropriate inventory levels to meet our commitment to the City of Oakley. Multiple wineries, mostly from the local region, back Pillars and will contribute two extra wine varieties. At each event where Pillars of Hope is selected, we will ensure that at least 2 volunteers hold valid Responsible Beverage Service Certificates. All necessary permits and licenses will be obtained no later than 30 days prior to each event. Our staffing and volunteer strategy for setup and cleanup will be organized as follows: the initial team will arrive two hours ahead of event start time (meeting the City of Oakley's specifications); a second shift will cover a three to four-hour period; and the final team will handle the remaining time, including cleanup and breakdown. Executive Director Debra Brown and Assistant. Executive Director Morgan Gleeson will maintain a presence throughout each event, ensuring at least one of us remains at the booth.

Part 3: Background and Experience

Pillars of Hope, Inc. was founded on September 17th, 2010, and received 501(c)(3) nonprofit status in April 2011. Operating as a Bay Area nonprofit headquartered in Oakley, Pillars of Hope has maintained an active presence across the Bay Area since 2013, delivering educational presentations and training on human trafficking and the methods exploiters use to target young women and children. Since 2015, our Street Outreach Program has connected with potential victims across Contra Costa, San Francisco, and Solano counties, informing them that a better life is possible beyond their current circumstances. In 2019, Pillars of Hope launched the Victim & Survivor Assistance Program, which provides financial support to human trafficking victims seeking to flee their traffickers and enter restorative programs. Typical rescue-related costs include transportation, clothing, food, a new phone, and temporary hotel accommodations until placement in a program is secured. Additional services needed when rescuing victims or

supporting survivors include medication, dental/medical treatment, removal of trafficker-applied branding tattoos, and more. Since the program's inception, Pillars has assisted 502 individuals. Pillars collaborates closely with the District Attorney's offices in Contra Costa and Alameda counties, rescue organizations, and street outreach partners.

Since 2011, Pillars of Hope has held annual fundraising events that require daily ABC licenses. Eight such events took place at the Pittsburg Senior Center between 2013 and 2019, with seven featuring crab feeds, prawns, and tri-tip fundraisers. Pillars of Hope has participated annually in the City of Oakley Concert in the Park events since 2023. Additional events include our annual golf tournament, which we have held since 2022 at Antioch's Lone Tree Golf & Event Center. We have never had an incident at any event we hosted.

The staff and volunteers of Pillars of Hope are dedicated to demonstrating strong professional standards and ethical conduct at the City of Oakley's 2026 festivals and/or events.

The attendance and support that Pillars of Hope received from the City of Oakley and event participants at both 2025 Concert in the Park events exceeded our expectations. Our organization is enthusiastic about participating once more this year and hopes to contribute to two events, ideally including a major one.

Part 4: References:

Mary Knox, Contra Costa County Deputy District Attorney; Pillars of Hope's Advisory Board Member

Phone: 925-957-2222 Email: **mknox@contracostada.org**

Chuck Blazer, Human Trafficking Investigator, Contra Costa County District Attorney's office, Pillars of Hope's Advisory Board Member

Phone: 925-382-4319 Email: **Charles.blazer@contracostada.org**

Lisa Carter - CD & Power; Pillars of Hope's largest business door

Phone: 925-766-0884 Email: **lisa@gotpower.com**

Part 5: Additional Information:

Pillars of Hope strives to raise awareness about human trafficking throughout Contra Costa County and the surrounding communities. Our organization eagerly anticipates becoming a regular presence at Oakley festivals and/or events. This will enable Oakley residents to connect with the individuals driving Pillars and gain deeper insight into our mission. The ultimate objective of Pillars is to establish a rescue facility within Contra Costa County that offers restoration and healing to human trafficking victims, and by God's grace, this vision will become reality.

Event Beverage Concession Services RFP

Part 1: Letter of Transmittal

The Rotary Club of Oakley (RCO) submits this Letter of Transmittal for the Event Beverage Concession Services RFP. As a 501c3 Non-Profit orga ization (Appendix A), we meet weekly every Thursday at 7:30 am at Black Bear Diner. Our mailing address is listed below. Our main point of contact is Dave Wahl, RCO member and past president. His contact information is listed below as well.

Rotary Club of Oakley
P.O. Box 435
Oakley, CA 94561
(925) 323-7602

Dave Wahl
1823 Pheasant Run Terrace
Brentwood, CA 94513
wahlfmly@comcast.net
(925) 323-7602



Dave Wahl

Part 2: Proposal Summary

The Rotary Club of Oakley is pleased to submit this "E;vent Beverage Concessions Services" proposal in order to support the alcohol event beverage concession at one or all of the events planned by the City of Oakley, including the Oakley Summer Fest, Heart of Oakley Festival, and Concerts in the Park, using a California Department of Alcoholic Beverage Control Daily Beer and Wine license. As a non-profit organization, The Rotary Club of Oakley embraces this opportunity to actively engage with our community and generate funds for impactful community service projects.

Qualifications

Rotary is primarily a leadership organization and encourages members to come forward with hands-on community service project proposals that will enhance the quality of life in the Oakley community. The opportunity to lead each event will rotate among our membership. The majority of Rotary members are small business owners or come from management level public sector positions with strong administrative skills. These qualities have contributed to the Club being voted Oakley's top non-profit by readers of the Oakley Press for the past six years.

Organizational Capacity

The Rotary Club of Oakley currently has 27 members and continues to add new members. We maintain a strong partnership with our sponsoring Rotary Club in Brentwood, with members from both clubs frequently volunteering at each other's fundraisers and community service projects. Rotary is also a family-friendly service organization, and it's common for members' families to participate alongside them in community initiatives and events.

Experience

Since its charter on May 29, 2019, the Rotary Club of Oakley has completed over 150 community service projects, including multiple fundraisers. For over six years, our members have worked tirelessly to support the Oakley community-painting 35-foot-wide U.S. maps on elementary school playgrounds, providing food to more than 250 families, and providing toys to over 600 children through our Christmas Food & Toy program. Each project involved various levels of planning, including in-person and online meetings, volunteer coordination, budgeting, marketing, permitting, and post-event evaluations. Details on key projects can be found in Part 3: Background and Experience.

Revenue from the beverage concession(s) will allow us to continue to fund:

- The distribution of 600+ personal dictionaries to all Oakley Union Elementary School District (OUESD) and Knightsen Elementary School District 3rd graders
- Eight (8) $1,000 scholarships to Freedom High School graduating seniors.

- The Christmas Food & Toy program which provides food to more than 250 local families, and toys to over 600 children.
- Providing minor repair and home maintenance to our Oakley senior citizens through our Rotary Home Team.
- The collection and disposal of trash from a 1+ rnile stretch of Main Street {Adopt-A-Street).
- The packaging of food for school children in developing countries {Kids Against Hunger).
- Sponsoring two Freedom HS students at Camp Royal, a week-long leadership summer camp and/or sponsoring two Freedom High School students to Camp Venture, an entrepreneur summer camp.
- Continue the Girls Empowerment event, dedicated to mentoring, developing leadership skills, and building confidence in Oakley's 8th-grade girls.
- Purchase, build and fly kite kits for children participating in the City of Oakley Science Week "Take Flight, Build a Kite" event.
- Continue installing Little Free Libraries throughout the community in partnership with the Contra Costa County Office of Education, Oakley Union Elementary School District, and The City of Oakley.

Regarding **delivery schedule** and staffing for beer and wine concession{s); thirty days prior to each event, we will obtain the needed Oakley Police Department Permit and California Department of Alcoholic Beverage Control Daily Beer and Wine license and the needed insurance policy. We will obtain all beer and wine and essential equipment such as beer and wine cups the week of the event. Beer will be obtained the morning of the event, along with appropriate equipment such as one or more jockey boxes or a mobile beer trailer.

Rotarians will work 3 - 4-hour shifts including a set-up and clean-up schedule. We already have a 10' x 10' branded canopy, plus folding tables, chairs, and Rotary-branded banners, that will be required for our booth and the volunteers to set up and clean up for each event as needed.

Part 3: Background an Experience

In 2022 the Oakley Rotary Club provided beer and wire concession services for seven (7) City of Oakley events as well as every Friday Night Bites. In 2023, 2024, and 2025, the RCO was awarded the concession contract for Summerfest. In 2025, though not part of the original RFP, the Club operated the "expanded" beer garden experience which included partnership with local Oakley business, The Beer Aisle.

In 2022, using funds from the payment of annual dues from club members, the RCO purchased a commercial grade beer dispensing unit referred to as a "jockey box" plus equipment and supplies to provide concession services including two branded 10' x 10' canopies, folding tables

and chairs, cash box, Square credit card processing appliances, rubber floor mats, 100 qt ice chest, outdoor lighting strands, portable power supply, multiple 44 qt. keg tubs, wooden tokens, colorful table covers, wrist bands, combination hand truck and wheeled cart. All equipment is stored in a donated local storage facility.

For each of our events, we are fortunate to have roughly a dozen Oakley Rotarians, including family members, sign up to staff each event in 3-4-hour time blocks including set up and take down. Club members, wearing Rotary-branded apparel, enjoy the fellowship and sense of service in providing an important element to each of the City events. Members take turns pouring beer and wine, chatting with customers, selling tokens, or changing out spent beer kegs and wine bottles. Oakley Rotary is also fortunate to have the owner of Oakley's Grocery Outlet as a member of the Club. Matt Amaro and his wife Karen generously allow the club to use their walk-in refrigerator to store beer kegs, a critical need when going through 6-8 kegs of beer on a blistering hot Oakley afternoon. Partnership with The Beer Aisle is expected to continue and expand as needed.

For each event RCO applies for and obtains a California Department of Alcoholic Beverage Control Daily Beer and Wine license as well as a permit from the Oakley Police Department. The U.S. Rotary Club and District Liability Insurance Program ("Program") provides general liability insurance coverage to all active U.S. Rotary clubs and districts and Rotaract clubs for their liability arising out of bodily injury and property damage to a third party, subject to policy terms and conditions. An overview of the general liability insurance provided by the Program as detailed in Appendix B.

Additionally, the Rotary Club of Oakley has members who have successfully completed the California Responsible Beverage Service Training Course. One of these members is always on premises during beer and wine concession services.

We have also partnered with Freedom High School Boosters to help run the concession stand at home games where we sell tri-tip sandwiches, hot dogs, nachos, snacks, and beverages. Rotarians are also part of the set-up and clean-up for each of these events. With this event, Rotarians sign up for two-hour shifts but in the end, most Rotarians stay for the entire time because they enjoy interaction with the parents and high school students. We normally use sign-up sheets to let Rotarians pick the time that will work best for their schedule and ensure a commitment on their part. Oakley Rotarians love to engage with our community, and we have no issues getting volunteers to work at an event.

Part 4: References

Greg Robinson
Publisher - Brentwood Press Publications
Member of the Rotary Club of Brentwood
925-634-1441
greg@brentwoodpress.com

Joseph Nardone
Brentwood Craft Beer and Cider, Owner
Member of the Rotary Club of Brentwood
925-428-1616
joeynardone@comcast.net

Derrick Augustine
Black Bear Diner Oakley, Co-Owner
925-206-2467
Derrickaugustine@hotmail.com

Part 5: Additional Information

Rotary is a global network of 1.4 million neighbors, friends, leaders, and problem-solvers who see a world where people unite and take action to create lasting change - across the globe, in our communities, and in ourselves.

The mission of the Rotary Club of Oakley is to provide service to others through our fellowship of business, professional, and community leaders. We support organizations, projects and other initiatives that promote education and community service and that exemplify the object of Rotary International - to encourage and foster the ideal of service as a basis of worthy enterprise.

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ROTARY CLUB OF OAKLEY FOUNDATION
C/O DAVE WAHL
1823 PHEASANT RUN TERRACE
BRENTWOOD, CA 94513-2628

Date:
10/07/2020
Employer ID number:
85-2603917
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
June 30
Public charity status:
170(bX1)(A)(vl)
Form 990 / **990-EZ / 990-N required:**
Yes
Effective date of exemption:
May 18, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053637007470

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (!RC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, thee-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

ACORD

CERTIFICATE OF LIABI□ITY INSURANCE

DATE(MM/DII/YYYY)

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 POU CIES 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 endorsementtsi.

PRODUCER
Hylant Group Inc.
811 Madison Ave.
Toledo, OH 43604

□□tl□CT Sara Humphries / Macy Gorrell
PHONE (A/C, No,Ext): (419) 259-2710 FAX (A/□No):(419) 255-7557
lft'□kJ : Rotary@hylant.co .!TI

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INSURED
All Active U.S. Rotary Clubs & Districts

ATTN: Risk Management Dept
1560 Sherman Avenue
Evanston, IL 60201

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOIWITHSTANDING 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.

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CERTIFICATE HOLDER

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

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OAKLEY
CALIFORNIA

DATE: March 10, 2026

TO: Joshua McMurray, City Manager

FROM: Ken Strelo, Community Development Director

Approved and Forwarded to the City Council

SUBJECT: Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01) – Waive the First Readings and Introduce Two Ordinances and Adopt Three Resolutions Regarding an Application Requesting Approval of a General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign Program, and Development Agreement, including Certification of an Environmental Impact Report

Background and Analysis

SUMMARY

This is an application by Oxfoot Oakley LLC ("Applicant") requesting approval of 1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI); 2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan; 3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots; 4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet; 5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and 6) a Development Agreement (DA 2025-01) ("Project"). Certification of the Project's Environmental Impact Report (SCH# 2024050471) will also be considered.

The northern and southern portions are bisected by the BNSF railroad tracks and known as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015).

GENERAL PLAN AND ZONING

General Plan

The following descriptions are from the Land Use Element (Chapter 2) of the Oakley General Plan, as amended January 11, 2022.

- Existing Land Use Designation (North Development Area):

    - Light Industrial (LI) – The Light Industrial (LI) designation provides for limited fabrication, manufacturing, processing, packaging and assembling uses; wholesale, distribution, warehousing and storage uses; vehicle and machinery repair; research and development; industrial parks; public/semi-public uses and similar and compatible uses. Heavy industrial uses that emit significant amounts of smoke, noise, light and/or pollutants are not allowed. Uses that are incompatible with residential uses due to noise, vibration, or other characteristics are not permitted in locations that may impact existing or future residential development. Wherever possible, uses should be combined in development projects that incorporate various uses to minimize travel and transport for goods and services related to and required to support the industrial use.

- Existing Land Use Designation (South Development Area):

    - Commercial (CO) – The Commercial (CO) designation provides for neighborhood, community, and regional-serving retail and service uses; limited office uses; restaurants; service stations; highway-oriented and visitor-serving commercial and lodging; auto-serving and heavy commercial uses; public and semi-public uses; public gathering facilities, and similar and compatible uses. Because the designation encompasses a broad range of uses, the allowed uses and development form on a particular site will depend upon the zoning and the characteristics of surrounding land uses. Uses that are incompatible with residential uses due to noise, vibration, or other characteristics are not permitted in locations that may impact existing or future residential development.

- Proposed Land Use Designation (South Development Area):

    - Light Industrial (LI) – See LI Description above.

Zoning

The following descriptions are from the Oakley Municipal Code, Title 9, Chapter 1, Zoning, and the River Oaks Crossing Specific Plan.

- Existing Zoning (North Development Area):

    - Business Park Low (BPL) District – The purpose of the BP District is to provide for establishment of high quality business office parks in a campus environment at key locations within the City of Oakley. No

residential uses of any kind are permitted or conditionally permitted in the BPL district.

- Existing Zoning (South Development Area):
    - SP-2 (River Oaks Crossing Specific Plan) District – The River Oaks Crossing Specific Plan focuses on a 76.4-acre site situated on the north side of Main Street, east of Bridgehead Road, and south of the BNSF Railroad line. As shown in Figure SP 2-1 [of the Specific Plan document], the project site is situated at the westerly entrance to the City of Oakley from Main Street, adjoining Highway 160. The 76.4-acres include Assessors Parcels 037-040-015 and 037-040-007, and excludes the existing service station and drive-through coffee bar located at the northeast corner of Bridgehead Road and Main Street. No building improvements exist on the property, which is currently farmed.

- Proposed Zoning (North and South Development Areas):
    - P-1 (Planned Unit Development) District – The purpose and intent of the P-1 District is as follows: A large-scale integrated development, infill development, or a General Plan special area of concern provides an opportunity for, and requires cohesive design when flexible regulations are applied, whereas the application of conventional regulation, designed primarily for individual lot development, to a large-scale development, infill development, or special area may create a monotonous and inappropriate neighborhood or development. The purpose of the P-1 District is to allow diversification in the relationship of various uses, buildings, structures, lot sizes and open spaces, ensure compatibility with surrounding land uses, and to ensure substantial compliance with the General Plan and the intent of the Municipal Code in requiring adequate standards necessary to satisfy the requirements of the public health, safety and general welfare. These standards shall be observed without unduly inhibiting the advantages of a large-scale site or special area planning. The P-1 district may also be used to provide additional zoning control by establishing site-specific conditions of approval and standards for a specific P-1 district.

EXISTING CONDITIONS AND SURROUNDING LAND USES

The project site is relatively flat with a gradual slope from northwest to southeast. The elevation at the project site ranges between approximately 15 to 35 feet above mean sea level (amsl). The North and South Development Areas are cultivated with vineyards. Existing on-site buildings associated with the vineyards are located within the North Development Area. An existing 84-inch storm drain line runs north-to-south within the North Development Area and an existing 54-inch storm drain line runs north-south within the South Development Area. An existing 35-foot drainage

easement and an overlapping 45-foot temporary construction easement are centered in the middle of the existing pipe within the North Development Area. An existing 15-foot easement for the existing pipe and a 45-foot temporary construction easement are located within the South Development Area. The South Development Area is located within the River Oaks Crossing Specific Plan area. The 2007 River Oaks Crossing Specific Plan EIR evaluated development of the South Development Area with up to approximately 690,000 square feet (sf) of retail development.

Surrounding existing uses include single-family residences, a marina, and the San Joaquin River to the north of the North Development Area; a construction company, single-family residences, the Big Break Regional Trail, and the Big Break Regional Shoreline Park to the east, across Big Break Road; agricultural land, light industrial uses, commercial uses, and single-family residences to the south, across Main Street; and the Contra Costa Logistics development, light industrial uses, undeveloped land, and commercial uses to the west and north of both development areas. Figure 1 shows the project site and surrounding uses.

Figure 1. Project Site and Surrounding Uses



PROJECT DESCRIPTION

Proposed General Plan Amendment

The North Development Area is currently designated as LI and the South Development Area is currently designated as CO. The proposed project includes a

General Plan Amendment to change the land use designation for the 76.4-acre South Development Area from CO to LI.

Proposed Rezone

The proposed project includes a Rezone to change the North Development Area's zoning designation from BPL District and the South Development Area's zoning designation from SP-2 District to Planned Unit Development (P-1) District. A P-1 District zoning designation would allow for flexibility to develop limited manufacturing and other light industrial uses at the project site, which are compatible with light industrial/business parks. Requirements for the P-1 District would be established as part of the adoption of the P-1 District for the project site. Approval of a Rezone would ensure compatibility with surrounding land uses and maintain substantial compliance with the City's General Plan. Preparation of a Final Development Plan is required for developments in the P-1 District pursuant to Municipal Code Section 9.1.1002.h.3.

The Bridgehead Industrial Planned Unit Development (PUD) includes development standards related to the proposed P-1 District, design guidelines, and implementation details for development of the proposed project. The PUD allows for flexibility to respond to both the current and future real estate market and development trends. The PUD includes descriptions and exhibits to define and illustrate the following components:

- Conceptual Site/Building Architecture;
- Preliminary Landscape Concept;
- Lighting;
- Fencing;
- Signage;
- Street Circulation;
- Pedestrian Circulation;
- Public Transportation;
- Utilities; and
- PUD Administration.

Proposed Tentative Map

The proposed project includes a Tentative Map (Subd. 9694) to subdivide the three existing parcels (APNs 037-020-007, 037-040-007, and -015), totaling 164 acres into 10 lots. Each lot would be developed with one building, for a total of 10 buildings at the project site, ranging in size from 117,180 sf to 936,680 sf (see Table 1). Buildings 1 through 5 would be located within the North Development Area and Buildings 6 through 10 would be located within the South Development Area. All buildings within the project site would have a maximum building height of 60 feet.

The exact tenants and operations for the proposed buildings are unknown at this time. It is not unusual for projects such as the proposed project to not have tenants identified at the time of entitlement. For example, the Oakley Logistics Center did

not have known tenants at the time of entitlement. Even smaller projects such as the Light Oak Industrial Park, currently under construction on Live Oak Avenue, did not have any tenants identified at the time of entitlement. The future uses are anticipated to be industrial uses consistent with the City's LI General Plan land use designation, which allows for limited fabrication, manufacturing, processing, packaging and assembling uses; wholesale, distribution, warehousing and storage uses; vehicle and machinery repair; research and development; industrial parks; public/semi-public uses and similar and compatible uses, as spelled out in the PUD. The proposed facilities are expected to operate 24 hours a day/seven days a week.

Table 1. Building Area Summary

Development Phase	Building	Office Space (sf)	Warehouse Space (sf)	Total Building Space (sf)
Phase A	Building 6	5,000	177,590	182,590
Phase B	Building 7	10,000	747,703	757,703
	Building 8	4,000	223,000	227,000
	Building 9	4,000	174,000	178,000
	Building 10	5,000	118,000	123,000
Phase C	Building 1	20,000	916,571	936,571
	Building 2	8,000	261,300	269,300
Phase D	Building 3	6,000	201,840	207,840
Phase E	Building 4	5,000	113,593	118,593
	Building 5	5,000	112,180	117,180
Totals		**72,000**	**3,045,777**	**3,117,777**

Proposed Design Review

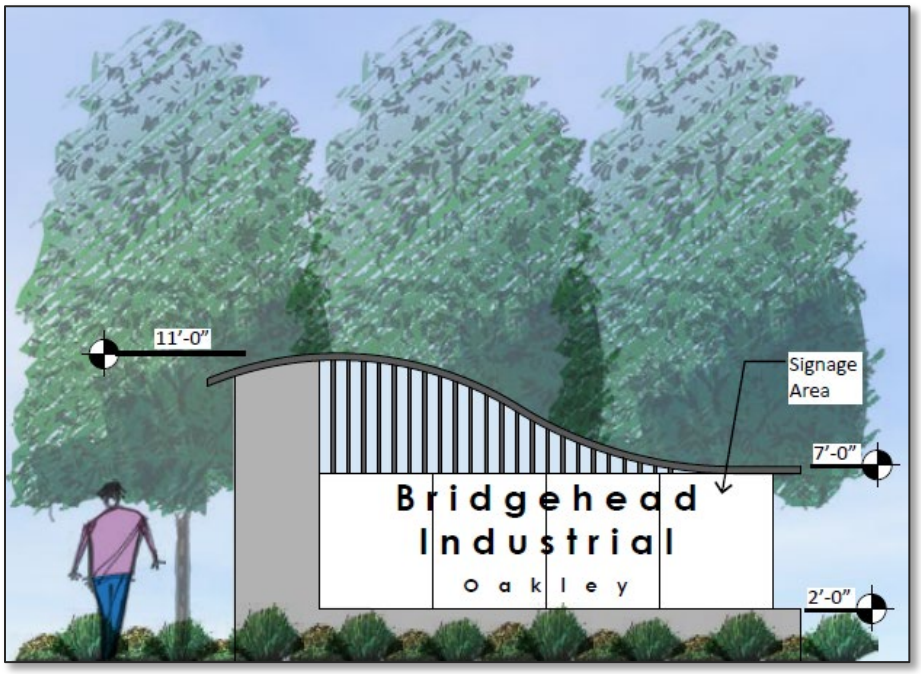
Pursuant to Section 9.1.1604 of the City's Municipal Code, the proposed project is subject to the City's Design Review process, which, among other types of development proposals subject to the process, is required for new aboveground buildings or structures. As established by Oakley Municipal Code Section 9.1.1604(f), the City's Design Review process serves to ensure compliance with applicable standards established by the City's Zoning Ordinance. Design Review consists of evaluation of site planning, including building siting, setback, and orientation; entries, circulation, and parking; landscape setbacks and buffers; location of trash, loading, and service areas; mechanical equipment; architecture; landscaping improvements; and streetscapes. As part of the Design Review process for the proposed project, the entire site layout would be subject to review.

Proposed Master Sign Program

Pursuant to Section 9.5.124 of the City's Municipal Code, because the proposed project would include a group of six or more buildings/businesses, the designs and specifications for the entire site, including all future buildings and entrances, are subject to the City's Master Sign Program requirements. Signage for the proposed project would consist of four types: project entry signage; monument signage; on-site directional and wayfinding signage; and building-mounted and address signage. The contents of the Master Sign Program are integrated into the Proposed PUD (starting

on page 30 of that document). Figure 2 shows an illustration of the project entry signage proposed to be located on the eastern end of Main Street, after the railroad tracks on Big Break Road and where the project abuts the Oakley Logistics Center.

Figure 2. Project Entry Signage



Proposed Development Agreement

The applicant is proposing to enter into a Development Agreement with the City of Oakley. Development Agreements are regulated through Oakley Municipal Code ("OMC") Title 9, Chapter 3 under the authority of the Government Code Sections 65864 through 65869.5. The Planning Commission has made a recommendation to the City Council on the Development Agreement based on determinations relating to: consistency with the General Plan; compatibility with the uses and regulations of the applicable zoning district; conformity with public convenience, general welfare good land use practice; ensuring the project is not detrimental to the health, safety and general welfare; and ensuring the project will not adversely affect the orderly development of the property. The role of the City Council is to accept or reject the Planning Commission's recommendation. Also, in order to approve a Development Agreement, the City Council must make at least one of the findings in OMC Section 6.12.154 related to construction or development in flood hazard zones. An area in the northern part of the North Development Area is in a flood zone. The analysis section of this Staff Report addresses the required finding in more detail.

The proposed development agreement seeks a 20-year term from the date of its commencement (30 days after adoption of the approval ordinance). Other key elements include locking in the right to develop the property in compliance with the approved development plan, entitlement terms to be tied to the term of the

development agreement, an annual review of the agreement, and the developer contributing a public benefit of $250,000.00 towards the construction of an overhead railroad crossing on Bridgehead Road.

Additional Project Description Information

This Staff Report only summarizes the project description. For more in-depth information and detail, please refer to the attachments of this Staff Report, which include the applicant's project description, full set of plans, color renderings, PUD document, and proposed Development Agreement.

Planning Commission Recommendation

On January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project and EIR for recommendation to the City Council. Several public comments were received electronically prior to the meeting and several more public comments were received in person during the public hearing. All electronic public comments timely received prior to the meeting were forwarded to the Planning Commission and made available to the public in the agenda binder kept in the main lobby during the meeting and on the City's website where the agendas are made available. A majority of the public comments were related to concerns regarding impacts, such as water and electricity consumption, which could be caused by establishment of a data center, which is a potential use in the proposed Planned Unit Development. Comments were also received that related to the EIR, to the replacement of the vineyards, and to visibility of the project along Big Break Road. Other public comments were in favor of the project due to potential job production both during construction and long-term after development. It is important to note that this is a summary of the comments received and not intended to represent all points made in writing or verbally given during the meeting.

After receiving the staff presentation, a presentation from the applicant, and all public comments, the Planning Commission asked questions and deliberated the items at hand. As a result, the Planning Commission ultimately acted on two resolutions. The first action was adoption of Planning Commission Resolution No. 2-26 recommending City Council adopt a resolution certifying the Project EIR, making certain findings concerning mitigation measures, adopting a Mitigation Monitoring and Reporting Program, making findings concerning alternatives, and adopting a Statement of Overriding Considerations. The second action was adoption of Planning Commission Resolution No. 3-26 recommending the City Council adopt the necessary ordinances and resolutions making findings and approving the project's requested entitlements (General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign Program, and Development Agreement). Resolution No. 3-26 included an amendment in the motion. That amendment was to recommend the City Council adopt a condition of approval that would modify the proposed Planned Unit Development ("PUD") to require "Data Center," which was listed as a permitted use, to require approval of a conditional use permit. Condition of Approval #10 was added to Planning Commission Resolution 3-26 requiring the PUD to be modified to

require Data Center to be subject to approval of a conditional use permit. Both resolutions were passed by a 3-2 vote.

As a result of the Planning Commission's recommendation, on February 9, 2026, the applicant agreed to amend their proposed PUD and Staff modified the PUD to require Data Center to require approval of a conditional use permit per the Oakley Municipal Code. The modified version of the PUD is included as the proposed PUD for City Council consideration and attached to this Staff Report. Since the PUD was modified to require a data center to a conditionally permitted use, no such condition of approval is included in the proposed Rezone ordinance that would approve the PUD.

Environmental Review

DRAFT ENVIRONMENTAL IMPACT REPORT

The Bridgehead Industrial Project Environmental Impact Report (EIR) (SCH No. 2024050471) has been prepared in accordance with the California Environmental Quality Act (CEQA) of 1970, Public Resources Code (PRC) Sections 21000-21178, as amended, and the Guidelines for Implementation of the California Environmental Quality Act, California Code of Regulations (CCR) Title 14, Sections 15000-15387 (CEQA Guidelines). The City of Oakley is the lead agency for the environmental review of the Bridgehead Industrial Project (proposed project) evaluated herein and has the principal responsibility for approving the project. As required by Section 15121 of the CEQA Guidelines, this EIR will (a) inform public agency decision-makers, and the public generally, of the significant environmental effects of the project, (b) identify possible ways to minimize the significant adverse environmental effects, and (c) describe reasonable and feasible project alternatives which reduce environmental effects. The public agency shall consider the information in the EIR along with other information that may be presented to the agency.

The Draft EIR identified the proposed project's potential impacts and the mitigation measures that would be required to be implemented. The following environmental analysis chapters are contained in the Bridgehead Industrial Project Draft EIR:

- Aesthetics;
- Agricultural Resources;
- Air Quality, Greenhouse Gas Emissions, and Energy;
- Biological Resources;
- Cultural and Tribal Cultural Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Land Use and Planning;
- Noise;
- Public Services and Utilities; and
- Transportation.

In accordance with CEQA, the City of Oakley used the following methods to solicit public input on the Draft EIR:

- Notice of Preparation (NOP) for the Draft EIR was released for a 30-day public review from May 10, 2024, to June 10, 2024.
- A public scoping meeting was held on May 20, 2024, to solicit public comments regarding the scope of the Draft EIR. The NOP comment letters are included as Appendix B to the Draft EIR.
- On September 19, 2025, the Draft EIR was delivered to the State Clearinghouse for distribution to state agencies, resulting in a 45-day public review period from September 19, 2025, to November 3, 2025.
- On September 19, 2025, a Notice of Availability (NOA) of the Draft EIR was posted to the City's website and mailed to local agencies and interested members of the public.
- On September 19, 2025, the City posted the Draft EIR on the City of Oakley website.
- Copies of the Draft EIR are available for review at the City of Oakley Community Development Department at 3231 Main Street, Oakley, CA 94561.

FINAL ENVIRONMENTAL IMPACT REPORT

This Final Environmental Impact Report (EIR) contains comments received during the public review period of the Bridgehead Industrial Project Draft EIR. The Final EIR has been prepared by the City of Oakley, as Lead Agency, in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, Section 15132. The Introduction and List of Commenters chapter of the Final EIR discusses the background of the Draft EIR and purpose of the Final EIR and provides an overview of the Final EIR's organization.

Pursuant to CEQA Guidelines Section 15132, this Final EIR consists of the following:

1. The Draft EIR (Released May 10, 2024);
2. Comments received on the Draft EIR (Chapter 2 of the Final EIR);
3. Revisions to the Draft EIR (Chapter 3 of the Final EIR);
4. A list of organizations and public agencies commenting on the Draft EIR (included as Section 1.4 of Chapter 1 of the Final EIR); and
5. Any other information added by the Lead Agency.

Although CEQA requires responses for "significant environmental issues" only, the City has provided responses to all comments. This is not intended to expand the City's legal obligations under CEQA but rather to maximize opportunities for sharing information and increasing public understanding regarding the project and related review process.

The City of Oakley received three comment letters during the public comment period on the Draft EIR for the proposed project. The comment letters were authored by the following agencies and organizations. The letters are organized alphabetically.

- California Department of Transportation
- Department of Toxic Substances Control
- Golden State Environmental Justice Alliance (Blum, Collins & Ho LLP)

The Final EIR includes Responses to Comments to the three letters received within the public comment period for the Draft EIR. A fourth letter was received from Advocates for the Environment 11 days after the close of the Draft EIR public comment period. Due to that letter being received after the close of the public comment period, it was not included in the Final EIR, and Responses to Comments were not provided for it in the Final EIR. Instead, that letter and a separate Response to Comments memo were included as attachments to the Planning Commission Staff Report.

Letters of Withdrawal

On March 3, 2026, Staff received two separate letters withdrawing previous comment letters on the project EIR. The letters have been included as attachments 8 and 9 to this Staff Report. The summary below provides information on each letter and which specific previously received letters they withdraw.

- Letter of Withdrawal from Golden State Environmental Justice Alliance.
    - Withdraws Draft EIR comment letter received on October 30, 2025, and titled “Subject: Comments on Bridgehead Industrial Project EIR (SCH No. 2024050471)” which is also included in the Final EIR as “Letter 3”and was subject to official Response to Comments in the Final EIR.
    - Withdraws comment letter dated January 19, 2026, and titled “Re: Supplemental Comments on Bridgehead Industrial Project Final Environmental Impact Report (FEIR), SCH No. 2024050471”. Staff had prepared a supplementary response to comments for this letter.
- Letter of Withdrawal from Advocates for the Environment.
    - Withdraws late DEIR comment letter received on November 14, 2025, and titled “Re: Comments on Draft Environmental Impact Report for Bridgehead Industrial Project, SCH No. 2024050471”. Staff had prepared a separate Response to Comments memo for this letter, which was attached, along with the letter, to the Planning Commission Staff Report.

While these letters have been officially withdrawn, the letters and responses provided will remain a part of the administrative record for the project as a whole.

Significant and Unavoidable Impacts

According to CEQA Guidelines, an EIR must include a description of those impacts identified as significant and unavoidable should the proposed action be implemented (CEQA Guidelines Section 15126.2[c]). Such impacts would be considered unavoidable when the determination is made that either mitigation is not feasible or

only partial mitigation is feasible such that the impact is not reduced to a level that is less-than-significant. This section identifies significant impacts that could not be eliminated or reduced to a less-than-significant level by mitigations imposed by the City of Oakley. The final determination of the significance of impacts and the feasibility of mitigation measures would be made by the City Council as part of their certification actions. The significant and unavoidable impacts of the proposed project are summarized below:

- Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. (Impact 4.2-1)
- Conflict with or obstruct implementation of the applicable air quality plan during project operation. (Impact 4.3-2)
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors). (Impact 4.3-6)

A complete description of the significant and unavoidable impacts can be found in Chapters 6.5 of the Draft EIR (Page 6-6 (or PDF page 519) of the Draft EIR), included as an online attachment available on the City's webpage.

Statement of Overriding Considerations

In order to certify the EIR, the City Council must adopt a Statement of Overriding Considerations for all impacts that are found to be significant and unavoidable. The Statement of Overriding Considerations is included in the attached proposed resolution certifying the Project EIR.

Analysis

GENERAL PLAN AMENDMENT

The South Development Area is the subject of a proposal to amend the underlying General Plan Land Use Designation from Commercial (CO) to Light Industrial (LI). Consideration of amendments to the General Plan Land Use on a site should focus on ensuring the General Plan remains internally consistent, that the amendments align with applicable existing goals, policies and implementation programs, and that the amendments do not create detrimental conditions for the community's public health, safety, and welfare.

The South Development Area lies within an area in northwest Oakley identified in the General Plan as the "Northwest Oakley Special Planning Area." This area encompassed all land within Oakley City limits north of Main Street and between Bridgehead Road and Big Break Road, as well as all land north of Oakley Road between Neroly Road and Main Street, with the exception of existing residential neighborhoods east of Live Oak Avenue and the Eagle City Mobile Home Park on Main Street.

The General Plan envisions the Northwest Oakley Special Planning Area as the primary employment center within Oakley. It indicates that the Light Industrial designation is intended to accommodate a wide variety of light manufacturing and warehousing and distribution uses, providing the City with the flexibility to accommodate a broader array of employment uses than the Business Park designation. For this reason, the applicant chose to keep the Light Industrial designation on the North Development Area and request the Amendment to Light Industrial on the South Development Area.

The River Oaks Crossing Specific Plan currently governs the South Development Area. This plan has been in place for approximately 18 years and was originally envisioned to provide for a planned commercial development including three big box retailers and several smaller retailers. To date, there have been no serious attempts to move forward with the vision of that specific plan, and no applications or serious inquiries to doing an overhaul to the Specific Plan for a redesign of the area. With the overall lack of commercial development and change in trends from the late 2000's, the site is much more likely to be a candidate for development in the manner envisioned by the applicants of this project; thereby, implementing the vision of the General Plan for the Northwest Oakley Special Planning Area by creating an employment rich center on the edge of town.

This General Plan Amendment and project would be consistent with several General Plan policies. A few examples of such policies are included below:

- Policy 2.1.6: Promote the placement of the most intensive non-residential development (Commercial, Business Park, and Light Industrial) in the Northwest Oakley Planning Area.

The amendment would allow for the proposed project to exist on the South Development Area which is located in the Northwest Oakley Special Planning Area.

- Policy 2.4.1: Encourage the development and intensification of employment centers, including high quality, professional office campuses, business parks, and industrial parks, along with related mixed-use development and open spaces. The centers shall be located in areas fully served by public facilities and services, located along major arterials with easy freeway access and with access from public transit, and accessible to bicyclists and pedestrians.

The amendment would allow the South Development Area to be developed with the project. The South Development Area is located on Main Street, a major arterial within the City, and it is located near easy freeway access.

- Policy 2.4.2: Ensure there is adequate land available to accommodate desired industrial development. This includes light industrial and utility energy uses in appropriate locations, and excludes heavy industrial uses.

The amendment would increase the availability of developable light industrial land with access to utilities with the vision to be developed with desirable, job producing light industrial uses.

The General Plan Amendment would allow for the entirety of the project to come to fruition, which would provide for additional light industrial land in an area envisioned by the Oakley General Plan for such land use, mainly due to its proximity to other similar uses, access to Main Street, and proximity to State Route 160 and by extension, State Route 4. The amendment would look to place an existing Land Use Designation on the property thereby maintaining internal consistency within the General Plan. It would not inherently create detrimental conditions for the community's public health, safety, and welfare in that the types of uses permitted in the Light Industrial designation are not inherently more detrimental than those permitted in the Commercial designation (i.e. each proposed use is unique in its impact on surrounding uses and the environment and this entire project has been analyzed under the California Environmental Quality Act).

Staff recommends the City Council approve the proposed General Plan Amendment (GPA 02-23).

REZONE

The City of Oakley Zoning map shows the project site zoned as BPL (Business Park Low) District, and SP-2 (River Oaks Crossing Specific Plan) District. The Rezone to P-1 (Planned Unit Development) District would allow for a consistent set of development and use regulations throughout the entire project in a manner consistent with the existing and proposed Light Industrial Land Use Designation. The purpose of the Bridgehead Industrial Planned Unit Development (PUD) is to provide development standards, design guidelines, and implementation details for the development of the project. The PUD allows for flexibility to respond to both the current and future real estate market and development trends.

The PUD associated with the Rezone includes the P-1 District's development regulations and use allowances. The types of uses permitted include truck and trailer parking and storage, general warehousing, high-cube warehousing, cold storage warehousing, fulfillment center, parcel hub, automated sorting center, distribution and logistics facility, transload facility, general manufacturing, office, and industrial battery storage. One use, data center, requires approval of a conditional use permit. The PUD also includes definitions and characteristics of each of those uses.

Rezoning the project site to the proposed P-1 District would bring it into consistency with the existing and proposed Light Industrial General Plan Land Use Designation. The proposed industrial development would constitute an efficient and well-designed development with adequate provisions for truck access service and necessary storage.

Staff recommends the City Council approve the proposed Rezone (RZ 04-23).

TENTATIVE MAP

The proposed Tentative Map (Subd. 9694) has been reviewed for compliance with all applicable codes in the Subdivision Map Act and City's Subdivision Ordinance. The applicant has proposed the P-1 District which allows the project to develop its own unique development standards. The Final Development Plan (part of the applicant's plans and proposed PUD document) lists the specific development standards applicable to the project. The Tentative Map, as proposed meets all applicable codes and regulations.

Staff recommends the City Council approve the proposed Tentative Map (TM 10-23) (Subd. 9694).

DESIGN REVIEW

The proposed plans were analyzed for consistency with the adopted Oakley Commercial & Industrial Design Guidelines ("Guidelines"). The Design Guidelines address the physical characteristics and visual qualities of new commercial and industrial developments. The intent is to ensure consistent high quality, and to allow flexibility and the ability to provide unique solutions which enhance a project's design.

Architecture

The conceptual building designs show tilt-up concrete buildings that will feature unique design and detailing between the North and South Development Areas in a manner that complement each other. Building facades along Main Street, Bridgehead Road and Big Break Road will feature additional architectural detailing to create a more visually interesting appearance. This includes office area offsets, added variation in articulation and colors, and a higher glass to wall ratio at the corner where there are typically building entrances. Generally, the building entrances are more architecturally detailed using recessed panel surfaces, material changes, and design elements. Building corners will be extended at the office function of the buildings. Figure 3 shows two of the color renderings included in the PUD plan submitted by the applicant.

[Figure 3 on Following Page]

Figure 3. Color Renderings of Building 7 and Building 10, respectively

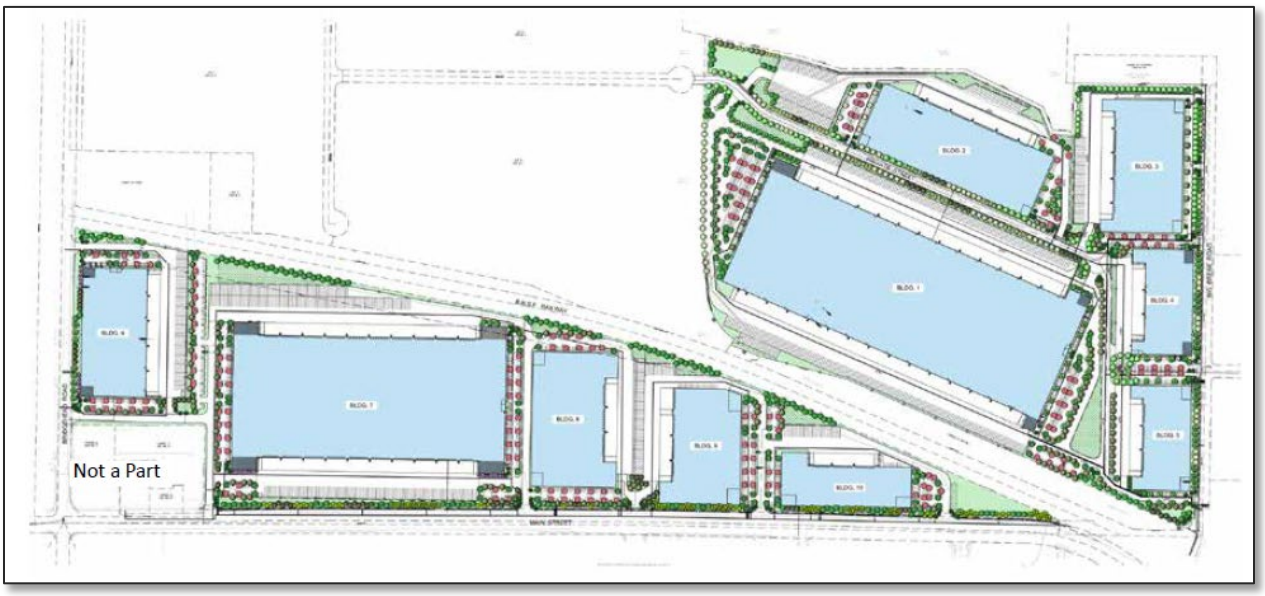


Landscaping

Landscaping will be provided throughout the site plan with enhanced landscaping along the exterior street frontages, truck entries, and building entrances. In total, the landscaping will cover approximately 980,748 sf which comes out to 13.5% of the entire project site. There are 15 different tree species proposed with a total of 510 trees dedicated to parking lot shading alone. Many more trees are proposed along the street frontages and within landscaped areas within the development. 12 of the 15 tree species are proposed to be planted as 24" box trees with the remaining three species as 15-gallon trees. 24" box trees are typically larger and more established and provide for a more immediate positive impact to the landscaping. Figure 4

shows the conceptual landscape plan for the entire site. More detailed landscape drawings are available in the attachments to the Staff Report.

Figure 4. Conceptual Landscape Plan (full site)



Fencing and Walls

Fencing for the project will consist of an open view vinyl chain link fence and gates where needed to provide security for the buildings and truck courts. The fencing and gates will be 8 feet in height and will be installed with the finish grade. Locations for this fencing are typically around the perimeter of the site and where the site is adjacent to the proposed bike trail or existing railroad tracks. In addition to the chain link fencing, an 8-foot-tall sound wall is required to be installed, per mitigation measures, along portions of the North Development Area's northern property line. The sound wall is required to consist of concrete masonry units or earthen berms, or a combination thereof to achieve a height of at least 8-feet above the grade.

Staff recommends the City Council approve the proposed Design Review (DR 11-23).

MASTER SIGN PROGRAM

The Master Sign Program (MSP) is proposed as a part of the Planned Unit Development (PUD) document. Per the MSP, the signage for the project will build upon the character and design intent established by the building architecture. The types of signage addressed in the MSP include the project entry signage, monument signage, on-site directional signage, and building mounted and address signage. There are a total of three project entry signs and nine monument signs proposed throughout the entire project.

Project entry signs will be 11-feet tall and 21-feet wide and be designed as decorative monument type signs. They will be single-sided. The monument signs are seven feet tall and 11-feet wide and will have the same design as the project entry signs, except they will be double sided and contain individual tenant panels. Directional signs will be 6-feet tall and three-feet wide with double sided tenant and arrow information to assist drivers in finding building and tenant locations. Building signs are proposed to be located above storefront or on the corners of the buildings. They are proposed to comply with the City's standard wall sign regulations.

The Master Sign Program will provide for a consistent signage through the large development and ensure that as the site develops signage will remain cohesive and of a professional standard and quality.

Staff recommends the City Council approve the proposed Master Sign Program (MSP 01-23).

DEVELOPMENT AGREEMENT

The attached proposed Development Agreement ("DA") lays out the terms that the City and the property owner would be responsible for carrying out. There are a few terms that are worth pointing out as follows:

- The term of the DA is for 20 years. The start of that term commences 30 days after City Council adoption of the ordinance approving the DA.

- The term for all entitlements included as a part of this project would follow the term of the DA. This allows substantial time for the project to not only begin construction, but reach completion without the need for discretionary extensions along the way. Plus, some entitlements, such as the Tentative Map, are only allowed to be extended a limited number of years before requiring a new application.

- It includes a provision where the developer would provide a community benefit of $250,000 to go toward a future improvement and widening to the railroad crossing over Bridgehead Road. This improvement is an important aspect of Bridgehead Road because it would allow the road to be widened at the crossing and for much needed drainage improvements to occur in this area. The current crossing does not allow any additional widening.

The City Council is required to make at least one finding pursuant to OMC Section 6.12.154 related to construction or development in flood hazard zones. A portion of proposed Buildings 2 and 3 located in the northern part of the North Development Area are within the 100-year base flood zone. This is identified and addressed in the EIR. Mitigation Measure 4.8-5 reduces the impact to less than significant by requiring a Hydrological Study, raising the buildings out of the Flood Zone, and potentially needing to file a Conditional Letter of Map Revision. Since the Mitigation Measures are required to be implemented in the same manner as a condition of

approval, the City Council can make the finding found in OMC Section 6.12.154(b) which states, "[t]he City has imposed conditions on the project that will protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in urbanized areas."

Staff recommends the City Council approve the proposed Development Agreement (DA 2025-01).

Fiscal and Economic Impact Analysis

The City contracted with Economic & Planning Systems, Inc. to prepare a Fiscal and Economic Impact Analysis ("Analyses") for the project. The Analyses assume the site will be developed with approximately 3.1 million square feet of built space, per the Project Description (included as an attachment to this this Staff Report).

The key findings of the analyses are presented below in 2025 $USD. The fiscal impact analysis findings are presented as a range to reflect the potential variability in City revenues and expenditures, depending upon whether Project end users skew towards manufacturers or distribution operations. The economic impacts (e.g.: indirect and induced multiplier effects) are based on a combination of manufacturing and distribution users. Additional results and discussions of methodology and assumptions for each analysis are detailed in the Fiscal Impact Analysis and Economic Impact Analysis sections found in the attached analysis report.

Fiscal Impacts

- At buildout, the Project is estimated to yield a net fiscal surplus for the City's General Fund ranging from approximately $1.1 million to $1.4 million annually.

- The largest General Fund revenues generated by the Project, including $587,000 a year in property taxes and $619,000 annually in property tax in-lieu of vehicle license fees, are directly tied to new assessed value.

- Police costs are expected to make up the largest additional expenditure impact on the City's General Fund. (Note: this Project is subject to the P6 property tax that is used to help fund the need for additional police services created by new development)

Economic Impacts (Ongoing Annual Impacts at Buildout)

- Estimated on-site employment at buildout of about 2,000 jobs is estimated to generate approximately an additional 1,500 jobs throughout the County, for a total employment impact of approximately 3,500 jobs.

- Estimated on-site economic output at buildout of $600 million is estimated to generate additional indirect and induced output of nearly $300 million countywide, for total ongoing economic output of approximately $900 million.

Economic Impacts (One-Time Construction Impacts)

- Estimated direct construction employment of about 2,700 annual jobs is estimated to generate approximately an additional 1,000 jobs throughout the County.

- Estimated direct construction-related economic output of nearly $700 million is estimated to generate over $900 million in total countywide economic output from Project construction.

As the findings in the report show, this project will benefit the City of Oakley and serve as a regional catalyst for jobs and business in the county and beyond. This project will also provide significant fee revenue to the respective Districts that serve the project, including Diablo Water District, Ironhouse Sanitary District and the Contra Costa County Fire Protection District, and even local businesses such as hotels, restaurants, and retail.

Consistency with the Oakley Strategic Plan 27+

The project is consistent with the Oakley Strategic Plan 27+'s Community and Economic Development Goal in that it results in new light industrial development that provides for additional square footage resulting in alternative revenue sources to property tax through sales and business taxes and potential employment of residents.

Fiscal Impact

The approval of these entitlements will not impact the General Fund. This is a developer funded account. All Staff time and City of Oakley generated materials are charged to the account and paid for by the developer.

Findings

Draft findings for the Certification of the Project's Environmental Impact Report and approval of the General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign Program, and Development Agreement can be found in the proposed Resolutions or Ordinances.

Staff Recommendation

Staff recommends the City Council approve the Project through the following actions:

- Adopt a resolution certifying the Project's Environmental Impact Report, (SCH No. 2024050471), making certain findings concerning mitigation measures, adopting a Mitigation Monitoring and Reporting Program, making findings considering alternatives, and adopting a Statement of Overriding Considerations; and

- Adopt a resolution approving the Project's General Plan Amendment application (GPA 02-23), as conditioned; and
- Waive the first reading and introduce an ordinance approving the Project's Rezone application (RZ 04-23), as conditioned; and
- Adopt a resolution approving the Project's Tentative Map, Design Review, and Master Sign Program applications (TM 10-23, DR 11-23, MSP 01-23), as conditioned; and
- Waive the first reading and introduce an ordinance approving the Project's Development Agreement application(DA 2025-01), as conditioned.

Attachments

1. Vicinity Map
2. Notice of Public Hearing
3. Applicant's Project Description (dated March 25, 2025)
4. Applicant's Planned Unit Development (dated March 20, 2025, Revised February 9, 2026)
5. Applicant's Plans (date stamped received on July 22, 2024)
6. Applicant's Architectural Renderings
7. Fiscal and Economic Impact Analysis by EPS (dated October 3, 2025)
8. Letter of Withdrawal from Golden State Environmental Justice Alliance (date stamped received March 3, 2026)
9. Letter of Withdrawal from Advocates for the Environment (date stamped received March 3, 2026)
10. Planning Commission Resolution No 2-26 (EIR)
11. Planning Commission Resolution No. 3-26 (GPA, RZ, TM, DR, MSP, and DA)
12. Proposed Resolution (Certification of the Project EIR)
    a. Exhibit "A" – Bridgehead Industrial Project Mitigation Monitoring and Reporting Program
13. Proposed Resolution (GPA)
    a. Exhibit "A" – Existing and Proposed Land Use Designations
14. Proposed Ordinance (RZ)
15. Proposed Resolution (TM, DR, and MSP)
    a. Exhibit "A" – Bridgehead Industrial Project Mitigation Monitoring and Reporting Program
16. Proposed Ordinance (DA)
    a. Exhibit "A" – Proposed Development Agreement
17. The Project Environmental Impact Report (Draft EIR and Final EIR) is available online at: https://www.oakleyca.gov/228/CEQA-Documents
    The following documents are included as part of the Project EIR:

- Bridgehead Industrial Project Draft Environmental Impact Report (DEIR) (PDF)
  - Appendix A: Notice of Preparation (NOP) (PDF)
  - Appendix B: NOP Comment Letters (PDF)
  - Appendix C: Air Quality and Greenhouse Gas Emissions Modeling Results (PDF)

- Appendix D: Biological Resources Assessment and Arborist Reports (PDF)
- Appendix E: Preliminary Draft Planning Survey Report (PDF)
- Appendix F: Preliminary Geotechnical Investigations (North Development Area) (PDF)
- Appendix G: Preliminary Geotechnical Investigations (South Development Area) (PDF)
- Appendix H: Phase I Environmental Site Assessment (PDF)
- Appendix I: Phase II Environmental Site Assessment (PDF)
- Appendix J: Preliminary Stormwater Control Plan (PDF)
- Appendix K:Environmental Noise Assessment (PDF)
- Appendix L: Water Study (PDF)
- Appendix M: Technical Memorandum on Wastewater and Irrigation (PDF)
- Appendix N: Transportation Impact Analysis (PDF)

- Bridgehead Industrial Project Final Environmental Impact Report (FEIR) with Appendices (PDF)

Vicinity Map

Bridgehead Industrial Project
(GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)
APNs 037-020-007, 037-040-007, 037-040-015



OAKLEY
CALIFORNIA

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **March 10, 2026** at 6:30 p.m., or as soon thereafter as the matter may be heard, the **City Council** of the City of Oakley will hold a Public Hearing at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering an application as described below and the certification of an Environmental Impact Report:

Project Name: Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)

Project Location: Generally bordered by Main Street to the south, Bridgehead Road to the west, and Big Break Road to the east. APNs 037-020-007, 037-040-007, and 037-040-015.

Applicant: Oxfoot Oakley LLC, 24737 Arnold Dr., Sonoma, CA 95476; Attn: Spencer Bunting (spencer@spearheadcapital.net)

Request: Application by Oxfoot Oakley LLC ("Applicant") requesting approval of 1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI); 2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan; 3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots; 4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet; 5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and 6) a Development Agreement (DA 2025-01) ("Project"). Certification of the Project's Environmental Impact Report (SCH# 2024050471) will also be considered. The northern and southern portions are bisected by the BNSF railroad tracks and known as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015).

How to Review: The Staff Report and its attachments will be available for public review, on or before **March 4, 2026** at City Hall, 3231 Main Street, Oakley, CA 94561 or online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the **March 10, 2026 City Council** agenda and clicking the project title link. Interested persons are invited to submit written comments prior to and may testify at the public hearing. Written comments may be submitted to Ken Strelo, Community Development Director at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to 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.

PROJECT:

BRIDGEHEAD INDUSTRIAL
Main Street
Oakley, California

APPLICANT:

Oxfoot Oakley LLC
24737 Arnold Dr
Sonoma, CA 95476
Attn: Spencer Bunting
(775) 200-1817

PREPARED BY:

DAVID BABCOCK + ASSOCIATES
3581 Mt. Diablo Blvd., Suite 235
Lafayette, CA 94549
Attn: Jeff Berberich
(925) 283-5070

SITE INFORMATION:

Project Location:	Main Street Oakley, CA
Assessor Parcel Numbers:	037-040-015, 037-040-007 & 037-020-007
Site Area:	± 164 acres
Current General Plan Designation:	North Development Area: Light Industrial (LI) South Development Area: Commercial (CO)
Proposed General Plan Designation:	North Development Area: Light Industrial (LI) South Development Area: Light Industrial (LI)
Current Zoning:	North Development Area: Business Park Low (BPL) South Development Area: Commercial (C)
Proposed Zoning:	North Development Area: Planned Unit Development (P-1) South Development Area: Planned Unit Development (P-1)
Proposed Use:	Warehouse and Logistics and Data Center

PROJECT LOCATION

The property consists of approximately 164-acres located on the northwest portion of the City of Oakley, adjacent to Highway 160, and bordered by Bridgehead Road to the west, Big Break Road to the east, open space to the north, and Main Street to the south. The BNSF railroad corridor bisects the site, creating two distinct development areas; an 87.5-acre development area to the north, and a 76.4-acre development area to the south.

PROJECT SETTING

The APNs for the Project site are 037-040-015, 037-040-007 & 037-020-007 and totals approximately 164-acres of land currently used for agricultural purposes with vineyards on both the North Development Area and the South Development Areas. A row of existing trees is located along Main Street with many other trees scattered throughout the site. Big Break Road also has a row of trees along the street frontage. An existing residence with associated out-buildings is in the middle of the North Development Area. A 45' wide temporary construction easement (TCE), which includes a 15' storm drainage easement extends from Main Street north through the South Development Area, extends under the BNSF railroad right of way, and terminates at an outflow at the northern edge of the North Development Area.

SITE TOPOGRAPHY

The Project site is relatively flat with a natural, gradual slope from northwest to southeast. The Project site topography ranges in elevation from approximately 15 to 35 feet above sea level.

EXISTING AND SURROUNDING USES

Surrounding land uses include the Contra Costa Logistics Center to the west, open space and the marina to the north, existing single family residential to the east, and existing residential, commercial, and industrial uses south of Main Street.

PROJECT GOALS AND OBJECTIVES

Consistent with the California Environmental Quality Act (CEQA) Guidelines Section 15124(b), a clear statement of objectives and purpose for the proposed Project shall be discussed. The principal objective of the proposed Project is to gain approval for the construction and operation of various logistic and warehouse facilities in proximity to regional transportation in the City of Oakley.

Bridgehead Industrial maintains the following objectives:

- To construct and operate light industrial and logistics buildings and potentially data centers to provide for an underserved local demand.
- To construct a project that has access to existing infrastructure.
- To construct a project that provides short-term construction and long-term employment opportunities to local and regional residents thereby improving the City job/housing balance.
- To develop a project that is developed in a visually pleasing manner.
- To develop a project that increases contributions to the City's tax base and diversifies the local economy.
- To develop a project that attracts high quality customers and tenants to the City thereby diversifying the local economy.

The following is a brief description of the entitlement applications submitted to the City Oakley:

- Rezoning the North Development Area from Business Park Low (BPL) to Planned Unit Development (P-1) to allow for uses in compliance with the General Plan designation of Light Industrial (LI).
- Rezoning of the South Development Area from Commercial (C) to Planned Unit Development (P-1).
- General Plan Amendment for the South Development Area from Commercial (CO) to Light Industrial (LI).
- Adoption of a Planned Unit Development (PUD) providing development standards, design guidelines, and implementation details for the development of the 164-acre project with warehouse, logistics, and data center buildings totaling 3.1-million square feet of building area.
- Tentative Subdivision applications to divide the entire project site into 10 lots to create a cohesive master plan for development of the overall property. This would create lots to facilitate phase one development of the Industrial area, as well as road dedications and backbone utility infrastructure.
- Design Review (Development Plan) Application for the development of the entire 164-acre site to include all buildings, site plan including parking and internal circulation, building architecture, civil engineering including grading, storm drainage, utilities, and site details, and preliminary landscape architecture.
- Signage program as included in the PUD.
- Development Agreement

PROJECT SITE DETAILS

The Project site is divided into two distinct development areas, north and south, as described in the PUD. The project envisions the development of approximately 3.1-million square feet of industrial warehouse and logistic buildings and potentially data center uses. The overall anticipated Project Floor Area Ratio (FAR) of 44%, with the 67% maximum allowable FAR. Development of the site will provide for the necessary circulation, vehicle parking, and landscaping required by the City of Oakley. Conceptual development plans envision a variety warehouse and industrial use buildings on both the North and the South Development Areas. Project construction will be completed in multiple phases. Project construction for the entire development is anticipated to be completed within 6 to 10 years. It will include the construction of approximately 3.1 million SF of warehouse, logistics, and data center buildings, as well as all related on-site improvements, including the associated parking areas, circulation, stormwater features, landscaping, and off-site street improvements.

The site design places the office functions of the buildings along Bridgehead Road, Main Street, and Big Break Road. The building elevations along these street frontages feature additional architectural detailing to create a more visually interesting appearance. This includes building offsets, added variation in materials and colors, and a higher glass-to-wall ratio at the corners where there are typically building entrances. Generally, the entries to buildings are more architecturally detailed using offset and recessed panel surfaces, changes in materials and design elements. Building corners will be extended at the office function of the buildings. Enhanced landscaping and planting islands will be located at office entrances.

Conceptual architecture and building elevations have been designed to include a range of materials and design elements. Building architectural design and detailing will vary from building to building and from the North to the South Development Area. However, each building will be designed to complement the adjacent buildings with similar design elements including detailing, colors, and materials. These include metal window mullions and entry canopies, glass, and tilt-up concrete panels to create visual continuity. The similarity in design elements and detailing will complement the adjacent Contra Costa Logistics Center located just to the west of this project. Building heights will also vary from building to building and will range from 44’ to 55’.

General Plan

The North Development Area has a current General Plan designation of Light Industrial (LI) which would allow for the development of warehouse and logistic uses as envisioned, as well as data center use. The South Development Area has a current General Plan designation of Commercial (CO). A General Plan amendment will be required to change the designation from Commercial (CO) to Light Industrial (LI) to allow for the proposed industrial development including warehouse, logistics, and data center uses.

Zoning

The North Development Area has a current zoning designation of Business Park Low (BPL). A rezoning to Planned Unit Development (P-1) will be required to allow for uses in compliance with the General Plan designation and PUD.

The South Development Area has a current zoning designation of Commercial (C). A rezoning will be required from Commercial (C) to Planned Unit Development (P-1) to allow for the industrial development proposed.

Facility Operations

It is anticipated that the Project facilities will likely function 24 hours a day, seven days a week.

Site Demolition

The proposed project would include demolition of the existing on-site structures and utility infrastructure, tree removal (described below), and the removal of the existing vineyards on both the North and South Development areas and grubbing on both development areas.

Tree Removal

Trees are located throughout the site, with higher concentrations located along the street frontages of Main Street and Big Break Road. All of the existing on-site trees will be removed and a mitigation measure will be identified which may include credit for replacement planting as part of the landscape plan, or an in-lieu fee or combination of both. Additional information related to the on-site trees is provided in the arborist report included with the project submittal.

Warehouse Architecture

The proposed warehouse design would be contemporary in style and would use a variety of massing and materials appropriate for the scale of the buildings. The parapets will also help break up the building massing. The building design elements, varied building materials, and color changes should be focused on the front elevations along Main Street, Bridgehead Road, and Big Break Road.

Landscape and Stormwater Plan

The landscape plan includes a mix of drought-tolerant shrubs and grasses, and a variety of shade trees appropriate for the climate in Oakley. Landscape planting would be used throughout the parking lots and along the Project perimeter and street frontages. The general pattern of landscape islands to be located throughout the employee parking lot would provide shading of the vehicle parking area to meet Cal-Green shading requirements. Bioretention basins/planters are shown on the site plan to provide for detention and water quality treatment of the storm water runoff generated by the Project. The treatment basin/planters would be landscaped with a variety of grasses and trees per the preliminary landscape plan.

Access and Parking

Access to Bridgehead Industrial would be from Highway 4 to Highway 160, which includes on/off ramps at both Main Street and Wilbur Avenue.

Approximately 872 trucks and trailers will be parked on north and south sites, with the typical truck size being approximately 70 feet long for double-axle trailers.

Approximately 1,763 employee parking stalls will be provided in the North and South Development Areas. ADA-compliant stalls and electric vehicle-designated stalls will also be provided, as required by applicable building codes. They will include all the electrical infrastructure necessary to support the future installation of charging stations, and the project will activate these EV charging stations as required by the building code. The parking stalls provided will meet the minimum number of stalls required by the City for industrial development of this square footage. The Project would provide standard parking stalls of 9-foot by 19-foot, consistent with the City of Oakley's standards.

The employee parking lot and truck and trailer parking areas would be illuminated with standard downward pointing lights, each containing two LED fixtures affixed to a 30-foot light pole. The lighting fixtures would be a "shoebox" style, as is consistent with most industrial developments. Parking lot lights would be designed to provide even distribution of light for both vehicle and pedestrian safety, as well as overall site security, without causing light to spill onto adjacent properties. Lighting fixtures also would be located around the exterior of the warehouse buildings to provide additional lighting for employee safety and security.

ENERGY-EFFICIENT/SUSTAINABILITY PROJECT COMPONENTS

To reduce energy consumption and promote sustainability, the proposed Project would incorporate many energy-saving measures during both construction and operation of the facilities. Below are some of the practices that may be incorporated into the overall project operations to reduce emissions and conserve energy and other natural resources:

Construction

- Electric hookups will be provided to reduce the need for diesel generators for electric construction equipment. Such diesel generators will be equipped with emission control technology verified by EPA and/or CARB to reduce PM emissions by a minimum of 85%.
- Provide on-site meal options for workers to minimize off-site employee trips during construction.

Site

- A substantial amount of the proposed landscape plant material will be drought tolerant/climate adapted and will use less water than other common species. Site perimeter and parking lot landscaping will include trees, tree canopies and other vegetation, according to the project's proposed landscape guidelines contained in the PUD.
- Irrigation systems will include water conserving systems to meet maximum applied water allowance (MAWA) and model water efficient landscape ordinance (MWELO) requirements for parking lot and perimeter landscape planting.
- Stormwater management plans are designed to maintain quality control and stormwater discharge rates based on the City's requirements.
- Dust, tire wear, brake dust and other parking lot contaminants will be minimized through regular sweeping/cleaning of truck courts and parking lots.
- Electric Vehicle (EV) capable parking spaces as well as parking stalls with active EV charging stations will be installed per the requirements of the California Building Code and Cal-Green.

- Signage at docks, delivery areas, and along truck routes will facilitate traffic to minimize queuing and limit idling.
- Bicycle parking will be provided in the employee parking lot and at the front entry of each building.

Building

- Construction materials such as concrete and concrete masonry units will be purchased locally, if available to the extent feasible, to minimize the transport distances and impacts to regional air quality.
- High-efficiency restroom fixtures will be used, which conserves water by achieving a 40% decrease in flow over U.S. standards.
- To the extent feasible, emergency back-up generators will run on natural gas and avoid diesel fuel (and to the extent diesel generators must be used, only Tier IV diesel generator engines will be used).
- Building energy efficiency will meet Title 24 Building Envelope Energy Efficiency Standards.
- All building coatings and paints will be low-VOC coatings.
- Construction waste will be recycled whenever possible.
- Lighting systems will be designed with employee use in mind. Lighting is controlled by timers, but override switches are encouraged for employee use.
- On-site meal options, such as food trucks, will be provided for employees to minimize off-site employee trips during shifts.
- Building waste (i.e., green waste, wood waste, food waste and paper and cardboard) will be recycled to the maximum extent possible and in full compliance with Senate Bill 1383.

STREET IMPROVEMENTS & UTILITIES

The main access to the project will be from Highway 160 at both the Main Street and Wilbur Avenue interchanges. Access to the North Development Area will be from Big Break Road and D Street. The South Development Area will have access from Main Street and Bridgehead Road. Below is a description of the vehicle access routes and a description of the proposed street improvements for development.

Street Improvements

North Development Area

The North Development Area will include access from both Big Break Road and D Street. Access from Big Break Road will be limited to autos and small delivery vans and box trucks only. Large trucks (i.e. trucks with 53' trailer) would only access the North Development Area from Wilbur Avenue through the Contra Costa Logistics development on Industrial Way and "D" street. The Project Applicant is still continuing to obtain the needed access rights from the owner of the Contra Costa Logistics property, which will be obtained prior to occupancy of the Project. Driveway entries from D Street will provide access to the warehouse buildings and parking areas.

South Development Area

The South Development Area will allow both vehicle and large trucks (i.e. trucks with 53' trailers) access from both Main Street and Bridgehead Road at driveway entries to access warehouse development.

D Street

D Street will provide internal circulation for the project and will extend from the Contra Costa Logistics project to provide vehicle and truck access to the South Development area which includes buildings 1 through 5. The private street (continuation of D Street from Contra Costa Logistics Center) will include two travel lanes and a center dual turning lane with a width of 40 feet curb to curb.

Big Break Road

The eastern boundary of the Project south of Vintage Parkway will be improved to include adding curb and gutter, a 6-foot sidewalk, and 12' landscaping. North of Vintage Parkway will be improved to include 18-feet to accommodate Class 1 Big Break Regional Trail. In addition, Big Break Road right of way will be increased by one foot (1') to provide for 68' of right of way. Only autos, delivery vans, and small box truck access will be allowed. Signage will be posted to restrict large trucks from Main Street.

Main Street

The eastern portion of Main Street will maintain the existing 4-lane configuration with a stripped middle lane for right/left turning movements. Main Street in the future will become a 6-lane roadway, with 8' bike lanes on both sides and future 16' median, resulting in an ultimate condition 152' ROW. The project is proposing to develop the half-street section, providing 76' from centerline to the ultimate Right of Way. This results in a dedication of 18' along the Main Street. The proposed development on Main Street includes: re-striping for 16' median, one (1) 14' travel, two (2) 12' travel lane, one (1) 8' bikeway, curb, gutter, 8' bio retention basin to treat half the roadway, a 6' sidewalk detached sidewalk, and 8' landscape strip. There is no provision for a PUE or other easements outside the proposed right of way. Both autos and large trucks will be allowed to access the South Development Area from Main Street.

Bridgehead Road

Bridgehead Road will maintain the existing 2-lane configuration along the western project frontage. A 16' gravel shoulder and a 6' sidewalk will be improved along the property frontage. Approximately 40' of private landscape will be improved from the back of walk to the building. Two easements exist along the eastern street frontage which may limit the planting of trees within the proposed landscape area.

Private Internal Circulation

Internal circulation to the project will extend from the various public streets as described above and will provide vehicle and truck access to the various warehouse buildings. Private internal circulation and associated cross access easements will include two travel lanes with a width of 40 feet curb to curb where trucks will be circulating.

Utilities

The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage utilities.

The Project would be served by the following existing service providers:

1. Water: Diablo Water District
2. Wastewater collection and treatment: Ironhouse Sanitary District
3. Stormwater collection: City of Oakley
4. Gas and electricity: Pacific Gas and Electric Company

Water

North Development Area

The Diablo Water District (DWD) currently provides potable water, fire service and irrigation services to the project area. The Diablo Water District has an existing 12" water main along Big Break Road. Additionally, the B.N.S.F Railway property to the south includes a 24" water main.

DWD will require separate connections for fire, domestic water, and irrigation. A new water meter and boxes should be anticipated for each building. As such, there are five (5) proposed buildings on-site, there will be five (5) meters and associated backflow preventors (BFP). The on-site fire service will be a multiple loop, private fire system. The on-site fire service line is expected to be 12", with three (3) distinct connections to Big Break Road, each connection with a 12" double detector check. Additionally, three (3) irrigation connections and meters with back flow preventors are expected to serve the site. A storage tank is not expected for the North Development Area, however fire pumps for each building may be required, and will be confirmed once the MEP engineer is selected.

South Development Area

The DWD has a water service running adjacent to the south and west side of the project site within Main Street and Bridgehead Road. Bridgehead Road includes a 12" water main. Main Street includes a 10" water main that should meet the project demands; however, there is a possibility that a 12" new main may be required as part of the development, while it shown on the plans, Diablo Water district noted, that during the permit set further studies will be reviewed to assess if this main is necessary.

Similar to the North Development Area, DWD will require separate connections for fire, domestic water, and irrigation. New water services and meters should be anticipated for each building. As such, there are five (5) proposed buildings on-site, there will be five (5) meters and BFPs, with four (4) of the connections branching off the water line in Main Street, and one (1) service line branching off the water line in Bridgehead. The on-site fire service will be a separate, private loop system. The on-site fire service is expected to be 12" water main. The site will also require irrigation meters subject to the same constraints as the North Development Area.

Sanitary Sewer

North Development Area

The sanitary sewer provider for the project site is Ironhouse Sanitary District (ISD). There is an existing 10" sanitary sewer line located along Vintage Parkway. The site would connect into this sanitary sewer main at an existing manhole within the intersection of Vintage Parkway and Almaden Circle, streets that connect to Big Break Road.

The project will release sewer flows to the collection system in Big Break Road on the east side of the project. The two (2) buildings in the southeast corner of the project can flow by gravity into the existing sewer system. The other three (3) buildings will require pumps, a separate one for each building. Wastewater generation for the North Development Area alone would most likely not require upgrades to the existing Bridgehead lift station. The combined (North Development Area and South Development Area) wastewater generation analysis would most likely impact the existing sewer lift station and modifications will be necessary to increase capacity to manage the flows from the project site. Another consideration for the sanitary sewer in the North Development Area is if the sewer collection system on site is located within contaminated soil, the design will require special protection for the pipes and more analysis.

South Development Area

The sanitary sewer provider for the project site is Ironhouse Sanitary District (ISD). There is an existing 18" sewer main along Main Street. As the 18" sewer main approaches the intersection of Neroly Road and Bridgehead Road, the existing gravity line turns into a force main. A portion of the sewer along Bridgehead Road fronting the South Development Area turn into gravity will require a force main to pump the affluent to the Lauritzen Lane lift station. It's envisioned that the South Development Area sewer will be similar to the North Development Area, where each of the five (5) buildings will have a separate sewer connection to the public system. It is likely that the south will require four (4) sewer pumps for four (4) of the buildings, and one (1) gravity sewer lateral. However, further studies will be required.

Stormwater Drainage

North Development Area

Municipal storm drainage to the project site is operated and maintained by Contra Costa County. The property does not include any existing on-site basins or treatment. There is an existing 54" storm main south of the property connecting to an existing 84" storm drain, which bisects the North Development Area going north-south on the property. The existing 84" storm drain connects near the railroad and outfalls just outside the property boundary to the north near the marina. There is an existing 35' drainage easement centered in the middle of the existing pipe, and an overlapping 45' temporary construction easement. The project site plan will require re-routing the existing 84" storm drain and easement around the proposed buildings. The site will meet the City requirements for stormwater quality treatment by providing a series of above ground bio-filtration basins. The outfalls outside the project limits will be protected in place.

South Development Area

Municipal storm utility to the project site is operated and maintained by Contra Costa County. There is an existing 54" storm main that crosses the South Development Area from Main Street and continuing north through B.N.S.F Railway right-of-way. Before the 54" main crosses under the railroad tracks, the line becomes a 72" and continues routing north. There is an existing 15' easement for the existing pipe and 45' temporary construction easement. The existing 54" may be relocated or remain in place, it is unknown at this stage of design, see Figure 35. The site will be designed to meet the City requirements for stormwater quality treatment by providing a series of above ground bio-filtration basins. The outfall that is outside the project limits will be protected in place. In addition, the project will not include any hard connections to the existing 12" SD stub from Bridgehead Road, and a portion of building 6 run-off will be pumped across the existing gas easements, to ensure limited disturbance to the existing utilities. The final pump design, or possible elimination (once the pothole is completed) will be considered. However, the intent for the drainage will remain unchanged.

Grading Activities and Construction Timing

North Development Area

Existing grades within the northern project site range from a low of approximately fifteen (15) feet above mean sea level (MSL) at the northwest corner of the site, to a high of approximately thirty (30) feet at the southern mid portion of the site. As part of the proposed project, the project site would be graded with a series of cuts and fills to manage rainwater runoff, prevent water accumulation on site, and create a balanced site.

Proposed finished floor elevations for the buildings would vary between approximately 21 and 29 feet with adjacent truck docks being approximately four feet below the finished floors. Due to the grade difference in elevation along Big Break Road, which is approximately 14' going north to south, multiple buildings fronting the road will require the proposed building wall to be deepened or sometimes retained.

South Development Area

Existing grades within the southern project site range from a low of approximately twenty-one (21) feet above mean sea level (MSL) at the northeast side of the site near the B.N.S.F Railway, to a high of approximately thirty-six (36) feet at the mid-portion of the site near Main Street. As part of the proposed project, the project site would be graded with a series of cuts and fills to produce an overland stormwater release path towards the proposed outfall north of the project site. Proposed finished floor elevations would vary between approximately 31 to 37 feet with adjacent truck docks being approximately four feet below the finished floors.

Cut and fill for both the north and south development parcels is anticipated to roughly balance at 385,000 cubic yards of cut and fill. Net import/export of soil would not likely be required, however, if contaminated soil is found on-site, export of the contaminated soil may be required.

EIR AND REQUIRED AGENCY APPROVALS

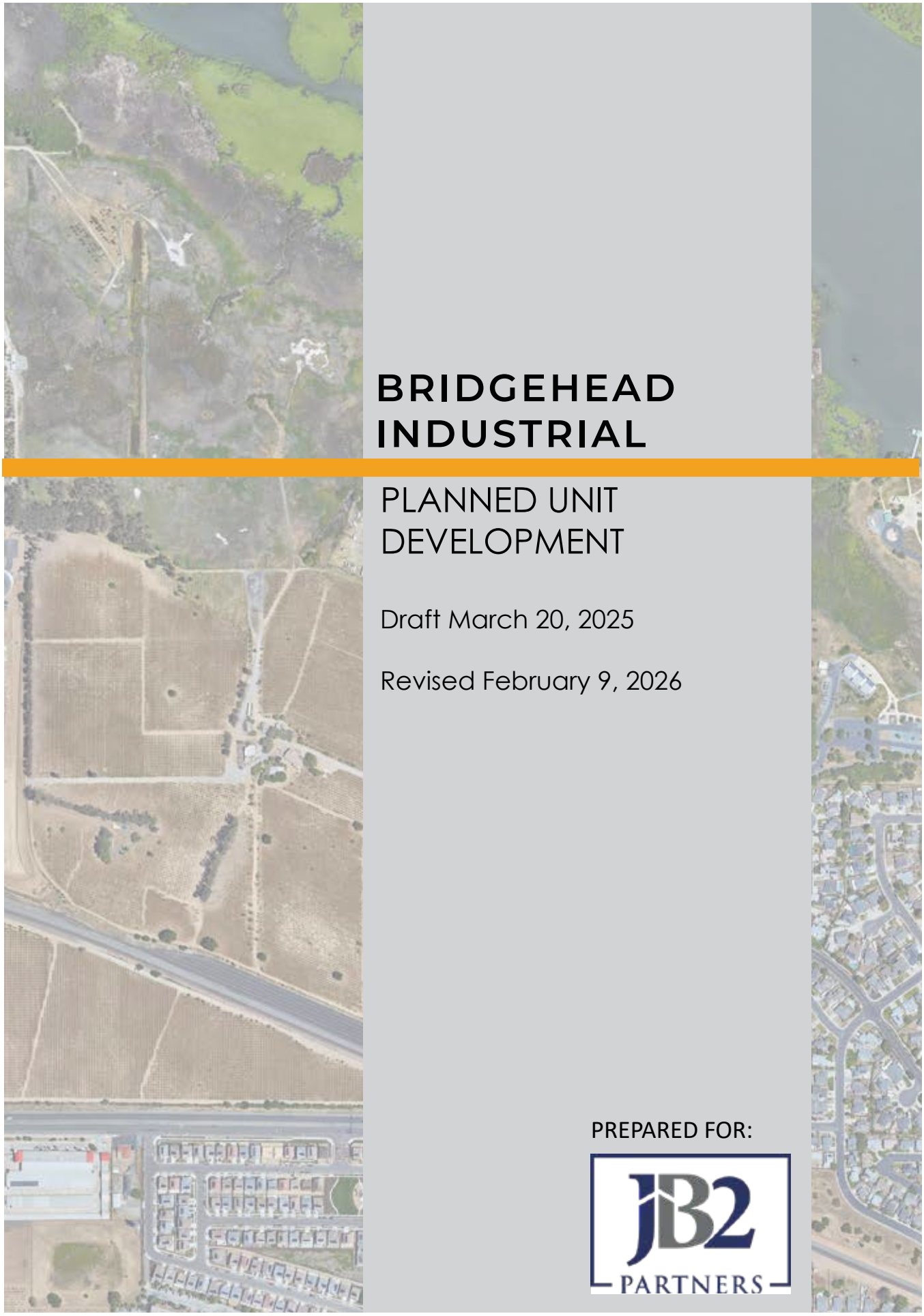
An EIR prepared for the project will be used for the following direct and indirect approvals and permits associated with adoption and implementation of the proposed Project. The City of Oakley is the Lead Agency for the proposed Project, pursuant to the State Guidelines for Implementation of CEQA. If the City Council certifies the EIR in accordance with CEQA requirements, the City may use the EIR to support the following actions:

- Rezoning the North Development Area from Business Park Low (BPL) to Planned Unit Development (P-1) to allow for uses in compliance with the General Plan designation of Light Industrial (LI).
- Rezoning of the South Development Area from Commercial (C) to Planned Unit Development (P-1).
- General Plan Amendment for the South Development Area from Commercial (CO) to Light Industrial (LI).
- Adoption of a Planned Unit Development (PUD) providing development standards, design guidelines, and implementation details for the development of the 164-acre project with warehouse, logistics, and data center buildings totaling 3.1-million square feet of building area.
- Tentative Subdivision applications to divide the entire project site into 10 lots to create a cohesive master plan for development of the overall property. This would create lots to facilitate phase one development of the Industrial area, as well as road dedications and backbone utility infrastructure.
- Design Review (Development Plan) Application for the development of the entire 164-acre site to include all buildings, site plan including parking and internal circulation, building architecture, civil engineering including grading, storm drainage, utilities, and site details, and preliminary landscape architecture.
- Signage program as included in the PUD.
- Development Agreement.

Other Governmental Agency Approvals

Additional permitting agencies may be identified through the course of preparation of the EIR and additional biological and wetland investigations. The following agencies may rely on the certified EIR to issue permits or approve certain aspects of the proposed Project:

- Construction activities would be covered under the National Pollution Discharge Elimination System (NPDES) and the Storm Water Pollution Prevention Plan (SWPPP) would require approval prior to construction activities pursuant to the Clean Water Act.
- Bay Area Air Quality Management District (BAAQMD) – Construction activities would be subject to the BAAQMD codes and requirements.



BRIDGEHEAD INDUSTRIAL

PLANNED UNIT DEVELOPMENT

Draft March 20, 2025

Revised February 9, 2026

PREPARED FOR:

JB2 PARTNERS

BRIDGEHEAD INDUSTRIAL

PLANNED UNIT DEVELOPMENT

Draft March 20, 2025

Revised February 9, 2026

PREPARED BY:

DB+A

DAVID BABCOCK + ASSOCIATES

BRIDGEHEAD INDUSTRIAL
PLANNED UNIT DEVELOPMENT

1. PROJECT LOCATION

The property consists of approximately 164-acres located on the northwest portion of the City of Oakley, adjacent to State Route (SR) 160, and bordered by Bridgehead Road to the west, Big Break Road to the east, open space to the north, and Main Street to the south. The BNSF railroad corridor bisects the site, creating two distinct development areas, 87.6-acres to the north, and 76.4 to the south, see Figure 1.

2. PURPOSE AND SCOPE

The purpose of the Bridgehead Industrial Planned Unit Development (PUD) is to provide development standards, design guidelines, and implementation details for the development of the project. The PUD allows for flexibility to respond to both the current and future real estate market and development trends. The PUD includes descriptions and exhibits to define and illustrate the following components:

- Conceptual Site/Building Architecture
- Preliminary Landscape Concept
- Lighting
- Fencing
- Signage
- Street Circulation
- Pedestrian Circulation
- Public Transportation
- Utilities
- PUD Administration

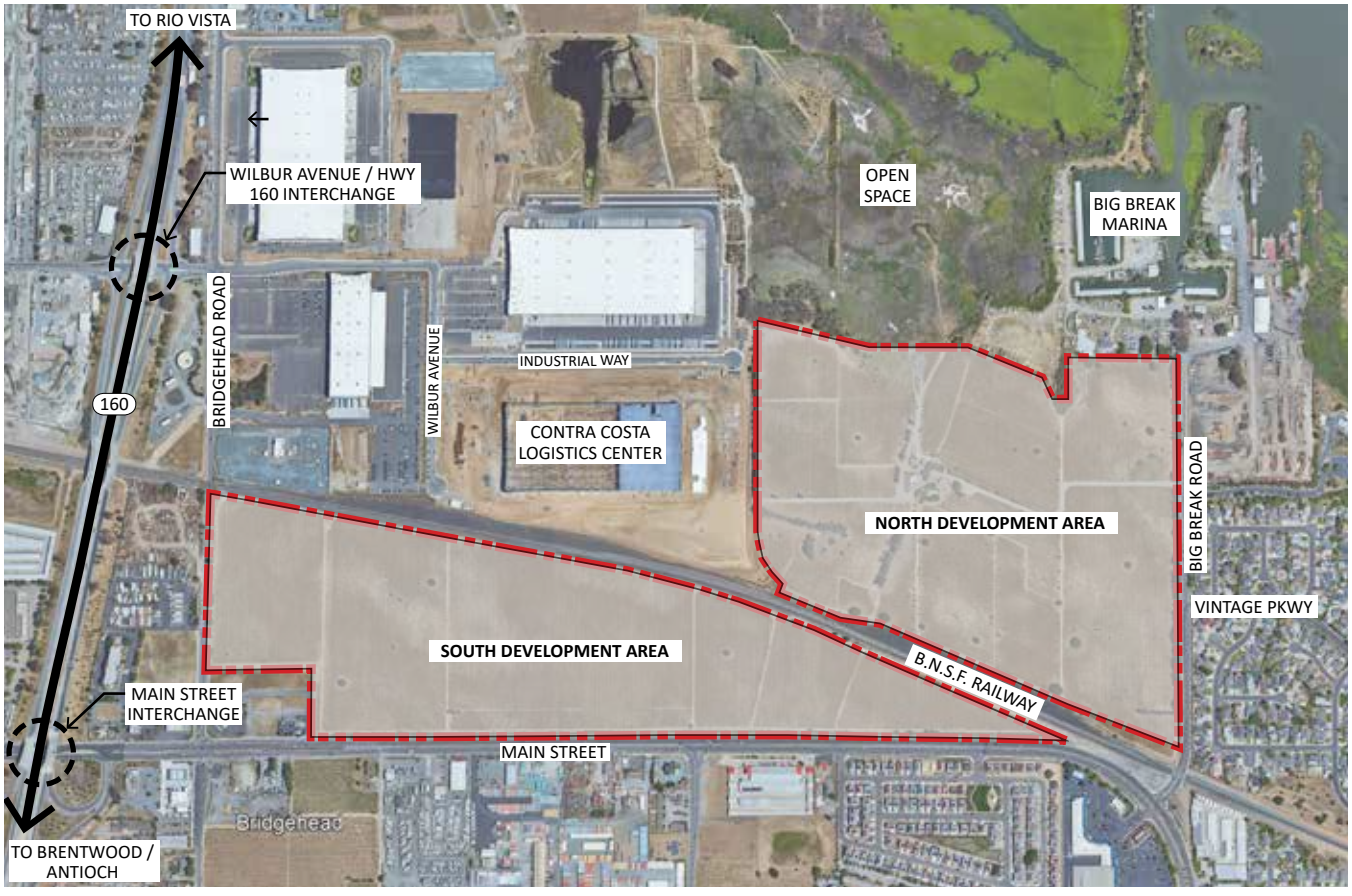


Figure 1, Project Location

3. EXISTING CONDITIONS

Both the North Development Area and South Development Area are actively used for agriculture as vineyards with aging vines and declining production. An existing home and out-buildings are located in the middle of the site with access off Big Break Road, see Figure 1. The site is relatively flat and slopes from the southwest at approximately elevation 35 at Main Street and Bridgehead Road to the northeast at Big Break Road near the marina at approximately elevation 14. A storm drainage easement bisects the property from the south and extends to the northern mid-portion of the site, see Figure 2.

Trees are located throughout the site, with higher concentrations located along the street frontages of Main Street and Big Break Road. Most of the existing on-site trees will need to be removed. Additional information related to the health and condition of the on-site trees is provided in the EIR and arborist report.

Surrounding land uses include the Contra Costa Logistics Center to the west, open space and the Big Break Marina to the north, existing California Beacon single family residential neighborhood to the east, and existing commercial, residential and industrial south of Main Street, see Figure 3.

Access to Bridgehead Industrial would be from Highway 4 to Highway 160 which includes two on/off ramps, one at Main Street and the other at Wilbur Avenue. Access from the Main Street freeway interchange will provide vehicle and truck traffic access to the South Development Area from Main Street and Bridgehead Road. Passenger vehicles would be allowed to access the North Development Area from Main Street via Big Break Road where no truck and trailer access is allowed, and at any other access point. From Highway 160 at the Wilbur Avenue exit, both vehicles and truck and trailers would access the North Development Area via a proposed easement through the recently constructed Contra Costa Logistics Center to D Street. D Street will be extended east though the North Development Area to provide both vehicle and truck access to the buildings.



View of North Development Area looking South on Big Break Road



View of North Development Area looking North on Big Break Road



View of South Development Area at Bridgehead



View of South Development Area looking North

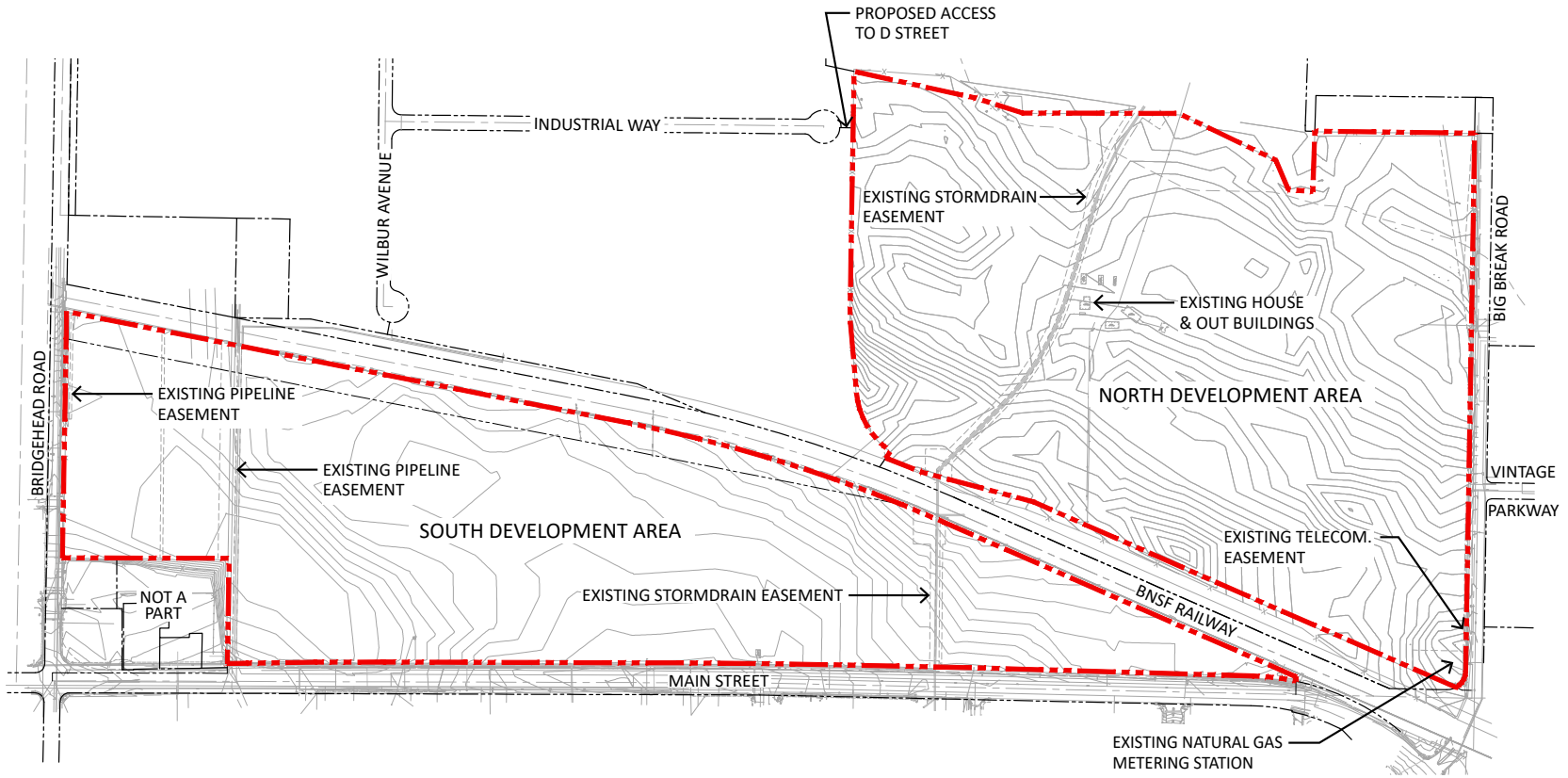


Figure 2, Existing Conditions



Figure 3, Vicinity Map

4. PROJECT DESCRIPTION

The Project site is divided into two distinct development areas, the North Development Area and the South Development Area, as described above with a total acreage of 164-acres. Conceptual development envisions ten (10) industrial buildings ranging from 117,000 SF to 936,000 SF, totaling approximately 3.1 million square feet (herein referred to as Project), see Figure 4. The overall Project Floor Area Ratio (FAR) is approximately 44%.

The conceptual development pattern envisions a variety of large and small-scale industrial buildings generally fronting the streets in the North Development Area and the South Development Area. Employee parking would be located adjacent to the offices and would also front onto the main perimeter streets. Project construction will be completed in multiple phases, with project construction for the entire development anticipated to be completed within 6 to 10 years. Each future phase of site construction will include on-site improvements including the associated parking areas, circulation, utilities, landscaping, and off-site street improvements as required by the City for development.

5. GENERAL PLAN DESIGNATION

The PUD consists of a General Plan designation of Light Industrial (LI). The Light Industrial (LI) designation provides for limited fabrication, manufacturing, processing, packaging and assembling uses; wholesale, distribution, warehousing and storage uses; vehicle and machinery repair; research and development; industrial parks; public/semi-public uses and similar and compatible uses. Heavy industrial uses that emit significant amounts of smoke, noise, light and/or pollutants are not allowed.

Projected Buildout Land Use Summary

Gross Acres				
Zoning Districts & Utilities	**Gross Acreage**			
Planned Unit Development (P-1)	164.0			
Total Acres	164.0			
Net Acres				
Zoning Districts & Utilities	**Net Acreage**	**%**	**PUD(P-1) Sq Ft**	**Project FAR**
Planned Unit Development (P-1)	137.0	83.5%	3,100,000	43%
Landscape Area	22.5	14%		
Private Roads	2.8	1.7%		
Public Road Dedication	1.7	0.8%		
Total GrossAcres	164.0	100%		

Table 1, Land Use Summary

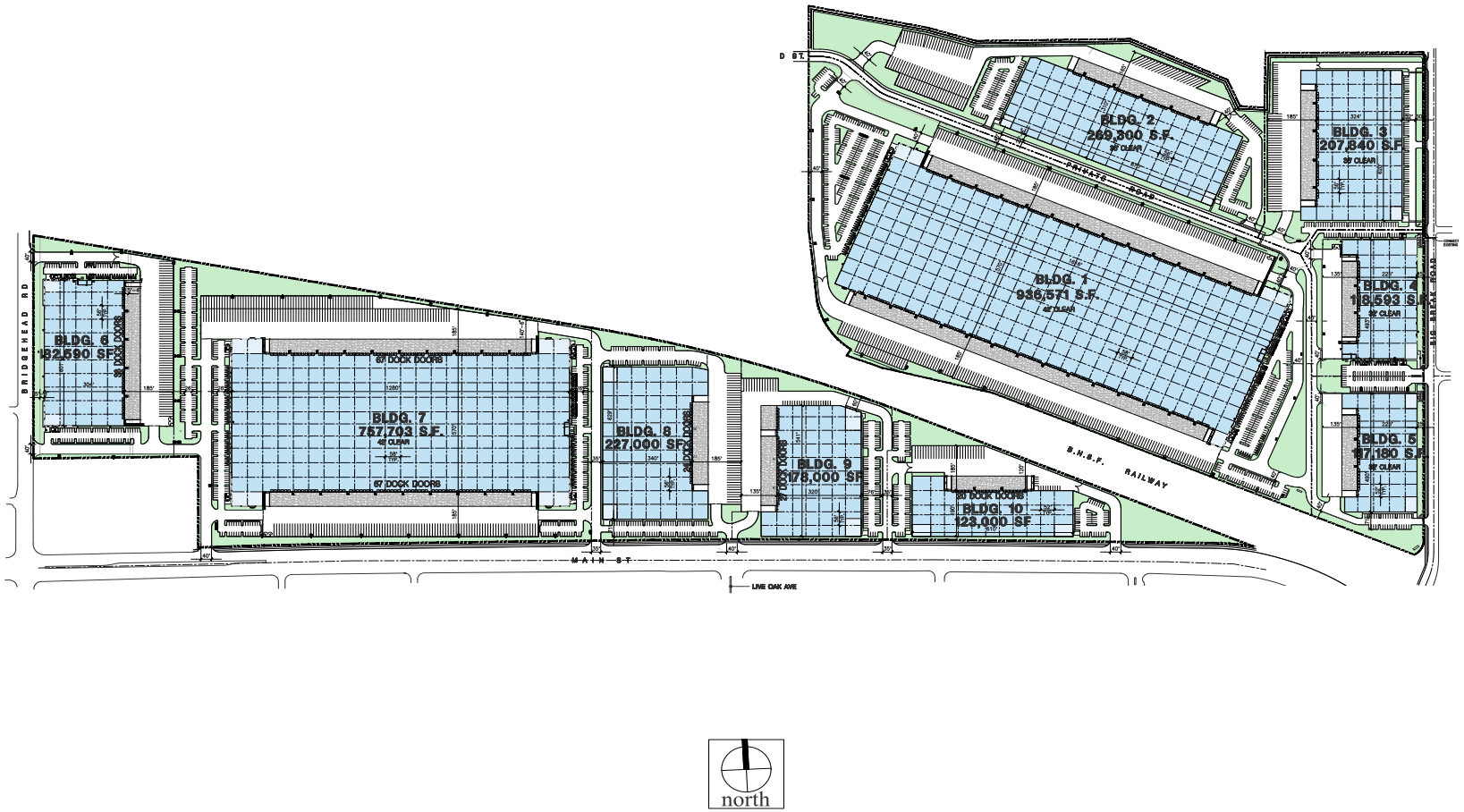


Figure 4, Conceptual Site Plan

Source: HPA

6. ZONING DISTRICT DESIGNATION

The Project also consists of a single zoning district of Planned Unit Development (P-1). The purpose of the Planned United Development (P-1) is to provide designated areas for limited manufacturing and other light industrial uses within the City of Oakley, which are compatible with business parks and adjacent residential areas. Table 1 presents the approximate acres of the zoning district and building square footage that will be envisioned for total project build-out.

7. PERMITTED AND CONDITIONALLY PERMITTED USES

Table 2 includes the permitted and conditionally permitted land uses within the Project Area. To provide additional clarity to the uses in Table 2, Table 3 provides further definition of each use.

Note that accessory uses and temporary uses will be allowed as provided by the City of Oakley Zoning Ordinance, including temporary construction activities and on-site construction staging areas.

Bridgehead Industrial Permitted/Conditionally Permitted Uses	
Land Use Types	**P-1 Zoning**
Truck Related Services	
Truck and Trailer Parking & Storage	P
Industrial, Warehouse, & Distribution	
General Warehousing	P
High-Cube Warehouse	P
Cold Storage Warehouse	P
Fulfillment Center	P
Parcel Hub	P
Automated Sorting Center	P
Distribution and Logistics Facility	P
Transload Facility	P
General Manufacturing	P
Office	P
Data Center	CUP
Industrial Battery Storage	P

Table 2, Permitted (P) and Conditionally Permitted Uses (CUP). Conditionally Permitted Uses subject to approval of a Conditional Use Permit per Oakley Municipal Code.

Land Uses	Definition/Characteristics of Use
Truck Related Services	
Truck and Trailer Yard Storage	A commercial operation that would allow for the short-term and long-term parking of trucks and trailers, including trucks equipped with cleaner, emerging technologies.
Industrial, Warehouse, and Distribution	
General Warehousing	Products stored on-site for more than a month.
High Cube Warehouse	A high-cube warehouse is a building that typically has at least 200,000 gross square feet of floor area, has a ceiling height of 24 feet or more, and is used primarily for the storage and/or consolidation of manufacturing goods (and to a lesser extent, raw materials) prior to their distribution to retail locations or other warehouses. A typical high-cube warehouse has a high level of on-site automation and logistics management. The automation and logistics enable highly-efficient processing of goods through the high-cube warehouse.
Cold Storage Warehouse	Temperature controlled for frozen and perishable products, building construction includes substantial insulation in roof and foundation walls.
Fulfillment Center	Storage and direct distribution of e-commerce product to end users, shipping of smaller packages and quantities, often includes multiple mezzanine levels for product storage and picking.
Parcel Hub	Regional and local freight-forwarder facility, time sensitive shipments using air freight and ground. Site development may include truck maintenance, vehicle wash, and fueling facility.
Automated Sorting Center	Consolidation and distribution of pallet loads (or larger) of manufacturers, wholesalers, or retailers. Short storage duration, high throughput, and merchandise movements is performed in part or in full by machines or robotics.
Distribution and Logistics Facility	Storage facility where small shipments are combined into larger and more economical delivery trucks bound for similar destinations.
Transload Facility	Consolidation and distribution of pallet loads (or larger) of manufacturers, wholesalers, or retailers. Short storage duration with high throughput and high efficiency.
General Manufacturing	Uses tend to have moderate to high nuisance characteristics, such as noise, heat, glare, odor, and vibration, requiring segregation from other land uses, and/or may require extensive outside storage areas.
Industrial Battery Storage	An industrial battery storage area would include a network of battery energy storage cells and sub-grade wiring. The battery energy storage may be utilized for on-site electricity or may connect to the existing grid.
Data Center	A data center is a building, a group of buildings, or a dedicated space within a building used to house computer systems and associated components, such as telecommunications, data storage, and computer processing systems.

Table 3, Land Use Definitions

8. PHASING

The Proposed Plan will be developed in phases based on market demand. This demand will guide building size and site configuration at the time of development. In addition, each subsequent phase will expand upon the Initial Phase development of street network and utility systems to provide the necessary vehicle access and utility infrastructure systems needed to develop each individual area, see Figure 5.

The Initial Phase of the development will include construction of warehouse and distribution Building 6 located adjacent to Bridgehead Road. The Initial Phase will also include the necessary roadways, water, wastewater, recycled water, storm drainage and detention basin improvements needed to support development.

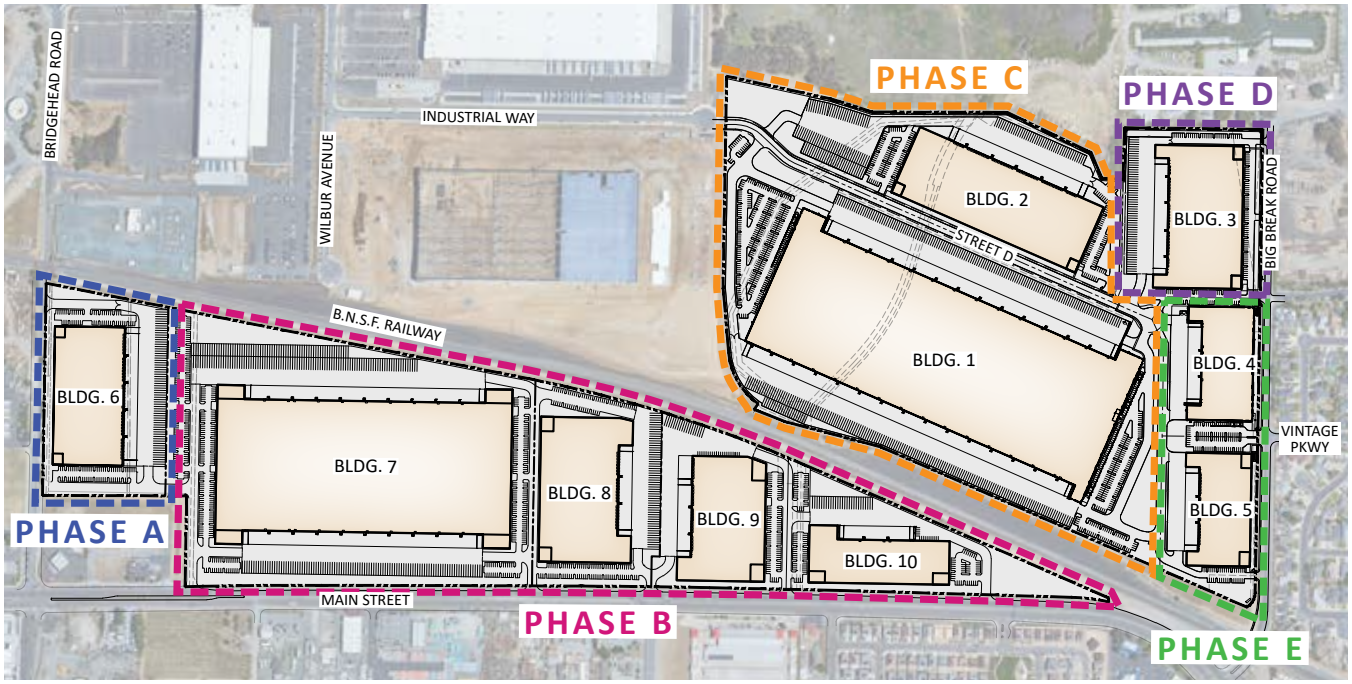


Figure 5, Phasing Plan

9. CONCEPTUAL SITE/ BUILDING ARCHITECTURE

The site design places the office functions of the buildings along Bridgehead Road, Main Street, and Big Break Road. The building elevations along these street frontages feature additional architectural detailing to create a more visually interesting appearance. This includes office area offsets, added variation in articulation and colors, and a higher glass to wall ratio at the corners where there are typically building entrances. Generally, the entries to buildings are more architecturally detailed using recessed panel surfaces, material changes and design elements. Building corners will be extended at the office function of the buildings. Enhanced landscaping and planting islands at truck court entrances will also soften the view of the truck courts.



Figure 6, Conceptual Rendering Building 1



Figure 7, Conceptual Rendering Buildings 4 and 5

The functional aspects of the warehouse such as large-scale dock doors, and simple (rectangular) shapes rely more on changes in parapet wall height, score lines, and change in paint color and similar design detailing. Figure 6 presents a view of the North Development Area looking west from Main Street, and Figure 7 shows the conceptual building design and view of the streetscape along Big Break Road at Buildings 4 and 5. Figures 8 and 9 show the conceptual design of Buildings 7 and 10 as well as the preliminary streetscape landscape.

Conceptual architecture and building elevations have been provided to show an example of tilt-up concrete building architecture and design elements. Building architectural design and detailing will vary from building to building and from the North Development Area to the South Development Area. However, each building will be designed to complement the adjacent buildings with similar design elements, detailing, colors, and materials. These include metal window mullions and entry canopies, glass, and tilt-up concrete panels to create visual continuity. The similarity in design elements and detailing will also complement the adjacent Contra Costa Logistics Center located just to the west of this project.

The PUD provides a framework for design and development to allow City staff to evaluate and approve future entitlement applications. These elements include the following:



Figure 8, Conceptual Rendering Building 7



Figure 9, Conceptual Rendering Building 10



Design Office Areas to Face Street Frontage



Utilize Enhanced Landscaping at Entries



Orient Buildings so that Dock Doors Oppose Each Other Where Feasible

A. SITE LAYOUT

Site design will be a key evaluation element in combination with the building architecture and landscape design that will create project design consistency. Views of loading docks and service doors shall be minimized from view from public street corridors where feasible with either landscaping and/or berming. Building architecture and orienting the office function to face the street and corners will be important to create a strong streetscape presence.

I. **Site Layout**

- Office areas of industrial buildings should face and be accessible from the primary street frontage.
- Provide pedestrian connections between the street and the office function of the warehouse buildings.
- Site planning and parking lot design should consider view corridors from the public streets to businesses for the placement of signage, and scale and location of architectural features.
- Main vehicle access drives shall be oriented to provide visitors with a clear view of building entrances.
- Landscaping at project entries and driveway access should be distinctive to include accent and color planting to enhance the sense of entry.
- Signage and landscape should enhance the entries that serve the main building points of entry for the general public and differentiate from truck and service entries.
- Service vehicle traffic should be separated from employee and visitor circulation when feasible. A clear travel route should be provided between the street and the building's entrance.
- Provide for efficient vehicular circulation by creating landscaped drive aisles that divide employee and visitor parking fields from truck circulation routes.
- Provide vehicular parking in front of buildings and along street frontages that will assist with increased street presence.
- It is encouraged or desirable that multiple buildings are designed so that grade level doors and loading docks oppose each other to minimize views of the dock doors from the public streets where feasible.
- Automobile vehicle parking areas shall include planting islands within the parking field to achieve the 50% shading as required by Cal Green.
- Include ample landscaping at entrances to truck courts to soften views of the loading docks, truck trailer parking, and service dock doors from public streets. Please see Figure 16, Conceptual Landscape Plan.



Soften Views of Trucking Parking with Landscaping



Create Clearly Delineated Pedestrian Pathways



Design Trash Enclosure to be Compatible with Building Design

- Parking, when in front of buildings, shall include enhanced landscaping, berming, or a combination of both.
- Where possible, provide separate entrances for automobiles and trucks that are clearly marked to promote safe site circulation.
- Parking areas for trucks and trailers shall be allowed to face public streets but should be softened from public view by landscaping and/or berming.
- Sites that incorporate security guard shacks to control access shall also incorporate driveways/lanes with adequate truck staging.

II. **Bicycle/Pedestrian Circulation**

- Provide clear, convenient pedestrian connections from the public streets, sidewalks, transit stops and trails to the business entries.
- Provide bike parking areas adjacent to building entries.
- Provide clearly delineated crosswalks and pedestrian pathways to distinguish them from vehicular drives.
- Provide ample lighting at bike and pedestrian pathways to improve safety.

III. **Screening of Utilities and Trash Enclosures**

- Where feasible, soften views of utilities with landscaping. This includes but is not limited to, PG&E transformers, phone company boxes, fire department connections, backflow preventers, water tanks, irrigation controllers and other above ground on-site utilities.
- Trash enclosures shall be designed with solid doors, interior concrete curbs, and exterior materials and colors compatible with the adjacent building design.
- All trash enclosures shall be sized to fit both trash and recycling containers that will be necessary to serve the users of the site.
- Trash enclosures shall be softened from view from all public rights-of-way by buildings or landscaping, with openings oriented away from public view, but still be accessible by the trash/recycling vehicles.
- Trash compactors located within truck courts may be placed to grade-level ramps.



Include Landscaped Drive Aisles to Divide Parking Areas Where Possible



Include Trees in Parking Areas to Meet CalGeen Shading Requirements

IV. **Parking and Landscape**

- Create a clear visual entry to the project using well-designed signage, entry walls, hardscape, paving or accent landscape elements.
- Large parking areas should include landscaped drive aisles that divide parking fields to improve circulation and access to parking adjacent to buildings.
- Tree planting in parking areas should create shading and soften the appearance of the parking lot. At least 50% of the paved area shall be shaded at tree maturity per Cal Green.
- Provide a 12-inch-wide concrete curb step-out adjacent to landscape planter islands in the employee parking area to limit damage to the landscape.

V. **Walls and Fences**

- Loading dock and truck court views will be softened by landscape planting and/or landscape berms of no less than 3' in height.
- Security gates should be constructed of the same materials and detailing as the fencing for the project.
- Fencing shall be limited to a maximum height of 8' adjacent to the side setback area, it should be constructed of chain link or similar materials.
- Gates for pedestrian and vehicular access to restricted areas that are visible from public areas (i.e., parking lots, drive aisles) shall be constructed of chain link or similar materials.

B. BUILDING ARCHITECTURE AND DESIGN DETAILING

Consistent use of architectural detailing will establish the project's contemporary design theme through the use of complementary architectural elements and use of similar materials and colors. The building construction will likely consist of concrete tilt-up for the warehouse and logistics buildings. Insulated Metal Panel or Non-Insulated Metal Panel (IMP/NIMP) construction maybe also be utilized in whole, or in conjunction with concrete tilt-up, see Figures 10-15.

Industrial building design guidelines are intended to provide direction for the development of well-designed warehouse structures that will meet the building design envisioned for the project. These guidelines are as follows:



Use Concrete Tilt-Up Panels as Base Material



Select a Variety of Colors and Materials for Visual Interest



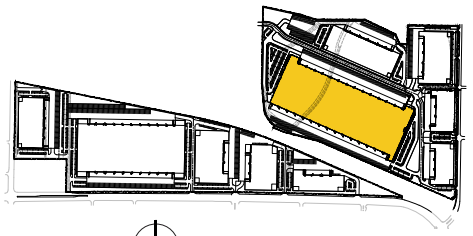
Concentrate Windows and Color Changes at Office Entries

I. Building Architecture

- Building base materials should generally consist of concrete tilt-up panels. Accent materials may consist of, but not be limited to, tile, glass, stone, and metal.
- All buildings should utilize a variety of colors and materials that align with the general palette of the project, or styles so that there is an aesthetic connection between all buildings on the site.
- Create visual interest on buildings with simple shapes through use of vertical and horizontal façade elements.
- Include varying roof heights, stepped panels, awnings, windows, recessed entries, score lines, and a mix of colors and materials.
- Utilitarian portions of buildings, such as vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted utilities shall be painted to match the color of the adjacent surface.
- Warehouse buildings over 150,000 square feet shall articulate the long building elevations every 150' to add visual variety. Examples include adding score lines, varying parapet roof heights, adding color changes, and changes in materials.
- Building entries shall be designed with the human scale in mind by concentrating windows and enhanced colors and materials at the office and visitor entries.
- Metal is discouraged as a building's primary exterior material and if used should include additional detailing, decorative features, textural changes, or relief techniques to break up large building faces and glass.
- Materials should include but are not limited to concrete block, tilt concrete panels, or other surface treatments to the office portions of structures from view at public streets shall be required.



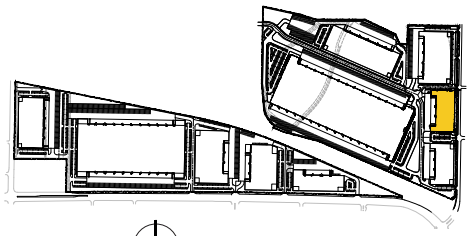
Figure 10, Conceptual North Development Area - Building 1 Archirecture
Source: HPA



Key Map



Figure 11, Conceptual North Development Area - Building 4 Architecture
Source: HPA



Key Map

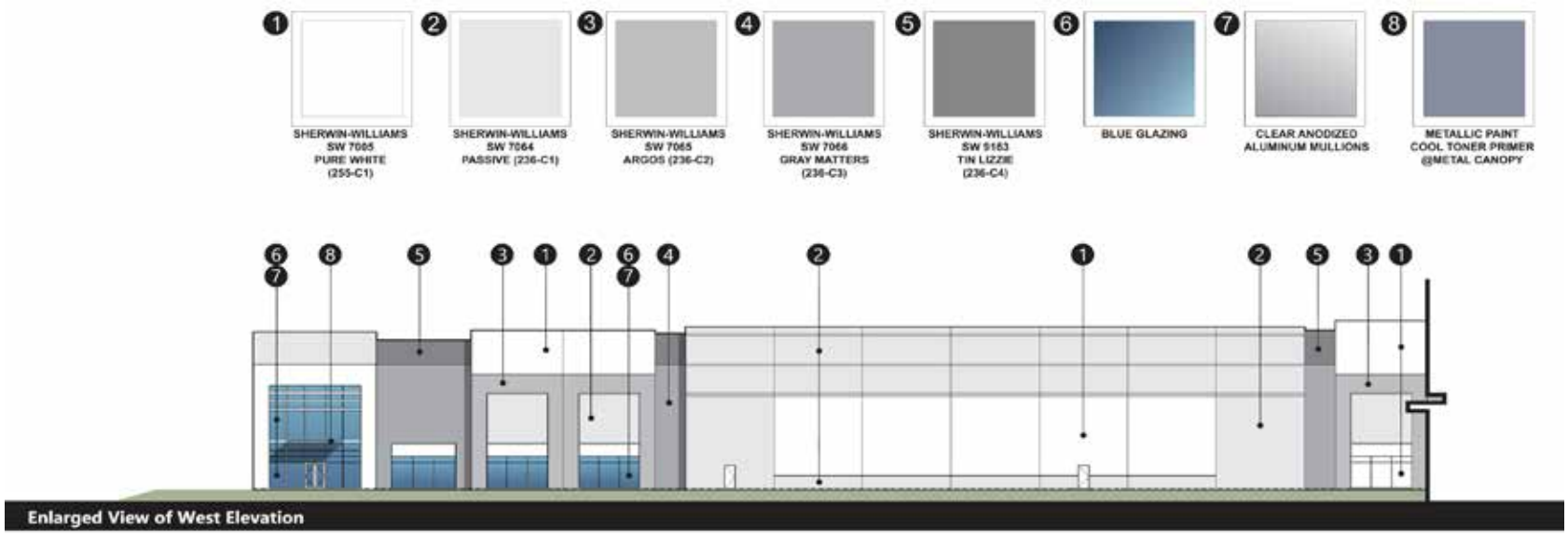
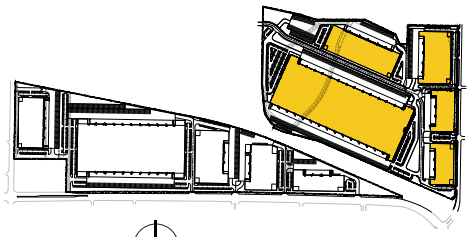


Figure 12, Conceptual North Development Area - Colors and Materials, Buildings 1-5

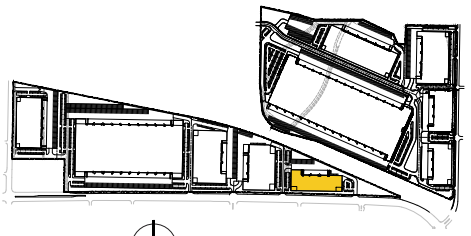
Source: HPA



Key Map



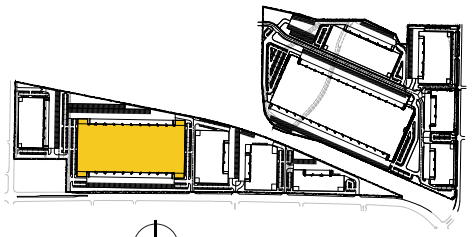
Figure 13, Conceptual South Development Area - Building 10 Architecture
Source: HPA



Key Map



Figure 14, Conceptual South Develoment Area - Building 7 Architecture
Source: HPA



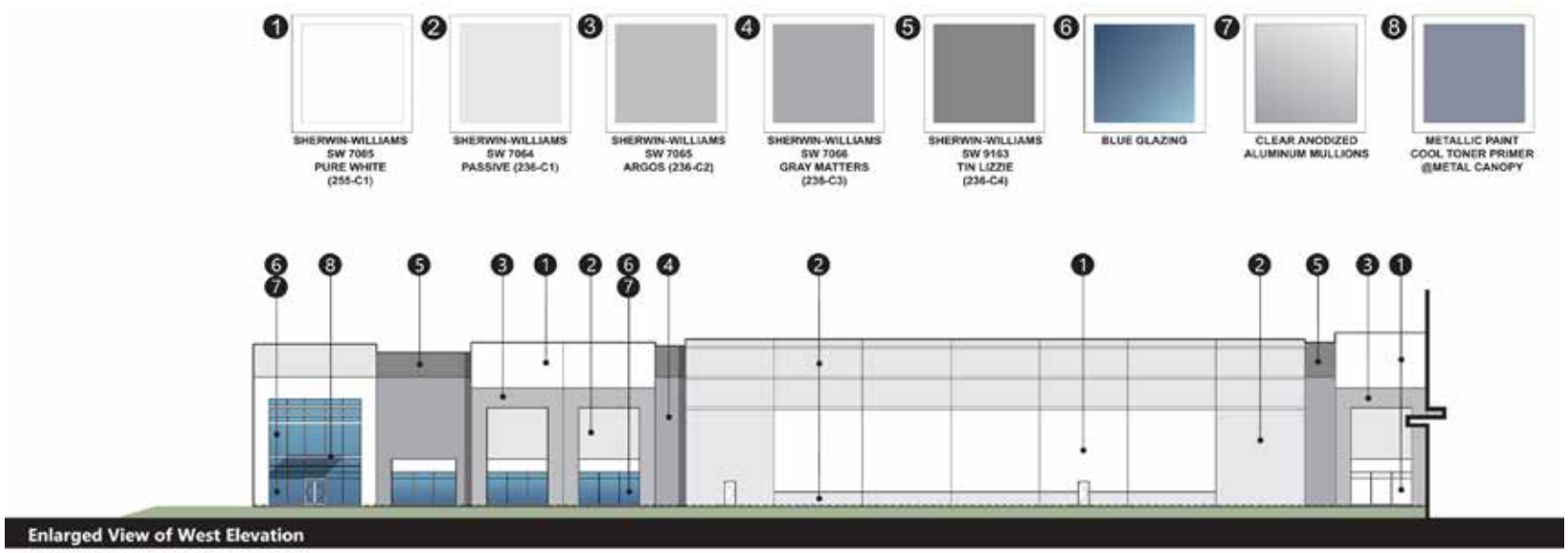
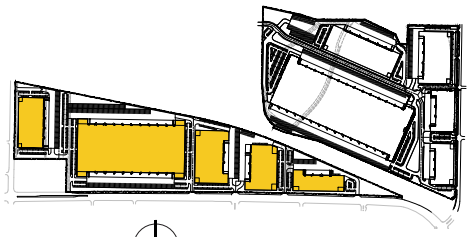


Figure 15, Conceptual South Development Area - Colors and Materials, Buildings 7-10
Source: HPA



Key Map



Use Large Trees and Shrubs to Complement Building Scale



Landscape All Areas of a Site Not Devoted to Structures



Provide Landscape Setbacks for Visual Continuity

C. **LANDSCAPE**

The design of the landscape will include the use of native and climate adapted plant species, high-efficiency weather-based irrigation systems, locally sourced and recycled materials where available, and the treatment of stormwater utilizing best management practices. Water use for landscape irrigation is also in the forefront of current design practices and guidelines have been included to address water conservation. This approach to the design will create a contemporary landscape that is attractive, yet resource-efficient and relatively low-maintenance.

The Preliminary Landscape Plan consists of a variety of trees, shrubs, and understory planting that will soften views of the truck parking and truck courts. A formal row of trees will be planted along the street frontages. Flowering ornamental trees at the driveway entries will denote access points to the Project and buildings. Behind the street right of way, informal groupings of trees and shrubs will be planted adjacent to the parking lots.

Landscaping within the development of both the North Development Area and South Development Area will consist of planting areas at the ends of the buildings and at the perimeter of the parking areas. Planting islands at the office entries to each building will be planted with groupings of trees and large shrubs. Due to the use and space needed to maneuver trucks and trailers, trees and landscaping is not proposed within the truck courts, see Figure 16.

Landscape Guidelines provide a framework for achieving the high-quality character envisioned for the project. The guidelines are not intended to limit design solutions, but rather to provide direction on design elements that achieve the desired aesthetic for the project. The landscape guidelines shall be as follows:

I. General Landscaping Guidelines

- Sites should be landscaped to optimize the aesthetic appeal and comfort for employees and visitors.
- Large trees and shrubs should be used to minimize visual dominance of the large architectural structures.
- All portions of a site not devoted to buildings, structures, and parking should be landscaped, to the most extent feasible.
- Landscapes should be designed to reach a reasonable level of maturity within five years.
- Fast-growing trees spaced in groupings to create visual mass are encouraged.

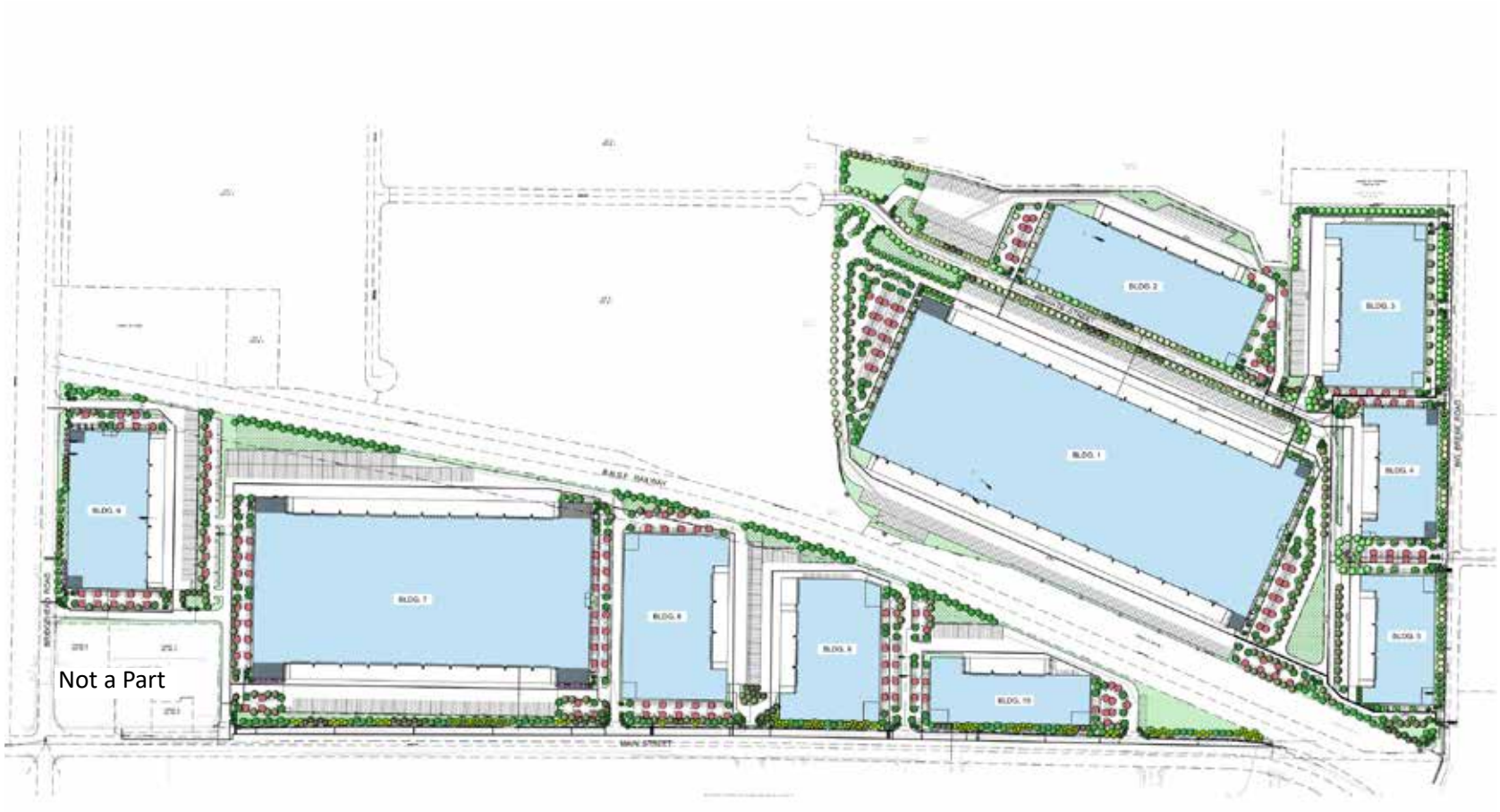


Figure 16, Conceptual Landscape Plan

See Figure 17 for Plant Palette

Source: Yamasaki

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	Acer rubrum 'October Glory' / October Glory Red Maple
	Cedrus deodara / Deodar Cedar
	Cercis canadensis 'Forest Pansy' / Forest Pansy Eastern Redbud
	Cornus florida 'Cherokee Chief' / Cherokee Chief Dogwood
	Eucalyptus nicholii / Nichol's Willow-leafed Peppermint
	Lagerstroemia indica x fauriei 'Natchez' / Natchez Crape Myrtle
	Laurus x 'Saratoga' / Saratoga Hybrid Laurel
	Pinus canariensis / Canary Island Pine
	Pinus eldarica / Afghan Pine
	Pistacia x 'Red Push' / Red Push Pistache
	Platanus x acerifolia 'Columbia' / Columbia London Plane Tree
	Quercus wislizenii / Interior Live Oak
	Ulmus parvifolia 'Drake' / Drake Lacebark Elm
	Zelkova serrata 'Village Green' / Village Green Sawleaf Zelkova

Figure 17, Preliminary Plant Palette Source: Yamasaki



Plant in Rows and Massings for an Organized Design



Enhance Building Entries with Accent Planting



Use Large, High Branching Shade Trees in Parking Areas

- Landscape setbacks are required to be provided between parking and road and property line setbacks to provide visual relief from large expanses of hardscape.
- Each owner is responsible for installing and maintaining the landscape within their properties, in accordance with the City requirements.
- Simple plant palettes, such as rows and massings of native and climate-adapted grasses and tree plantings are encouraged.
- Building entries should feature accent landscaping, shade trees, bold foliage accent planting in planters, seating areas, and accent lighting.
- Landscape design elements will be organized and purposeful throughout the project. Random placement of shrub and tree locations should be avoided.
- Trees shall be installed at a minimum size of 24” box.
- Parking lot planters with trees should be provided to achieve the 50% shading requirement per Cal Green within 15 years.
- Trees may be clustered to define circulation routes, frame site views, and reinforce edge planting. Large scale, high branching shade trees should be used in all employee parking areas.
- Vegetated bioswales as required in parking lot areas to treat on-site stormwater and provide visual relief within the hardscape.
- No large landscape areas are to be landscaped with a single species in order to promote biodiversity and create visual texture.

II. Materials

- Refer to the Plant Palette provided on the suggested plant materials, see Figure 17.
- Locally sourced, salvaged, and recycled content materials in the landscape are encouraged.
- Species listed on the CAL-IPC list of invasive species shall not be used in the landscape.
- The use of turf is not allowed.



Utilize Trees to Provide Shade on Buildings and Parking Areas



Incorporate Bioswales to Maximize Stormwater Infiltration

III. Sustainability

- The use of renewable energy in the landscape is encouraged.
- Sustainable landscape practices employing the most current technologies will be strongly encouraged.
- High-efficiency, weather-based irrigation systems should be used.
- Landscape design and placement of trees should be used to help provide summer shade on buildings, parking spaces, drives and paths.
- Stormwater Best Management Practices, such as rain gardens, bioswales and rainwater harvesting, should be incorporated into the landscape to maximize on-site infiltration of stormwater, to the extent possible.

IV. Site Furnishings

- Site furnishings should be high quality, durable and vandalism resistant, and contemporary in design and compatible with the overall building and landscape design.

V. Landscape Irrigation

All landscaped areas will be permanently irrigated using an automatic underground irrigation system or bubbler low flow systems to meet Model Water Efficient Landscape Ordinance (MWELO) and Maximum Allowed Water Allowance (MAWA) requirements.

10. STREET LANDSCAPE

The Project also includes a generous street landscape planting design within and along the public and private street frontages. This consists of a continuous tree and shrub planting from the back of sidewalk. The streetscape planting will consist of low to medium shrubs, perennials and grasses and tree plantings that will soften views of the parking lots and will also help to reduce the massing and scale of the building fronting the streets.

The plant list for the Project has been developed to complement the theme for the Project while also responding to the landscape requirements for industrial development. The landscape has been designed to include some seasonal change in both the tree and shrub planting palette and includes both deciduous and evergreen plants to create a visually interesting appearance on a year-round basis. The following guidelines should be considered in the landscape design process:



Streetscape Example



Space Trees to Accomodate Street Lighting

- Use a consistent street tree theme for Main Street, Bridgehead Road, Big Break Road, and “D” Street.
- Incorporate formal, structured landscape planting along the streetscape and create a more pedestrian-scale, relaxed appearance to the interior of the Project.
- Provide large groupings of shrub massings and understory planting to create a more visually interesting and cohesive landscape.
- Include drought tolerate species to provide for water conservation and reduce irrigation needs.
- Turf is not allowed as part of the landscape design.
- Interior lighting design should avoid conflicts with tree planting and should be located to provide proper illumination for safety purposes.
- Irrigation design should incorporate water efficient equipment and hydro zoning of similar water use plantings to conserve water.



Typical Single-Head Parking Lot Lighting

11. LIGHTING

The lighting for the Project will consist of an LED light fixture mounted on a 30-foot pole with a concrete base consistent with typical industrial development. A matching building mounted fixture will also be used within the truck courts and around the building to provide the necessary illumination for the site and improve overall security and safety for employees.

12. FENCING

Fencing for the project will consist of an open view black vinyl chain link fencing and gates where needed to provide security for the buildings and truck courts. The chain link fencing and gates will be 8 feet in height and will be installed flush with finish grade. Barbed and razor wire are not allowed without prior approval by Planning Director.



Typical Black Vinyl Chain Link Fencing

13. DEVELOPMENT STANDARDS

The following presents the development standards for the project which sets forth the building heights, building setbacks, parking setbacks, required parking ratio, and building FAR, see Table 4.

14. OFF-STREET PARKING

The off-street parking requirements as outlined in Table 4 shall apply to Bridgehead Industrial PUD. Land uses not identified in the table will default to the City Oakley Zoning Ordinance for parking requirements.

Development Standards

	PUD (P-1)
Building Coverage & Height	
Maximum Floor Area Ratio (FAR)	67%
Maximum Site Coverage	50%
Minimum Landscape Area of Individual Parcel	10%
Minimum Lot Area (square feet)	7,500
Lot Width	N/A
Lot Depth	N/A
Building Height	60'
Maximum Freestanding Light Pole Height	30'
Building & Parking Setbacks	
Front Setbacks	
Building	10'
Parking	10'
Side Yard Setbacks	
Building & Parking Street Frontage	10'
Buiding & Parking Non Street Frontage	10'
Building to Parking	5'
Parking to Interior Property Line	0'
Rear Yard Setbacks	
Building	0'
Parking/Landscape	10'
Parking Requirements	
Office Uses	1:250 sf
Warehouse Uses	1:2,500 sf

Table 4, Development Standards

15. SIGNAGE

Signage for the Project will build upon the character and design intent established by the building architecture. The signage design standards contained in this PUD have been developed to create project branding, a sense of entry to the project, and identify individual building tenants, see Figure 18. Monument signage at the vehicle driveway entries provides individual building signage to tenants and assist with wayfinding and on-site circulation. Signage for the Project will consist of four types:

- Project entry signage
- Monument signage
- On-site directional and wayfinding signage
- Building mounted and address signage

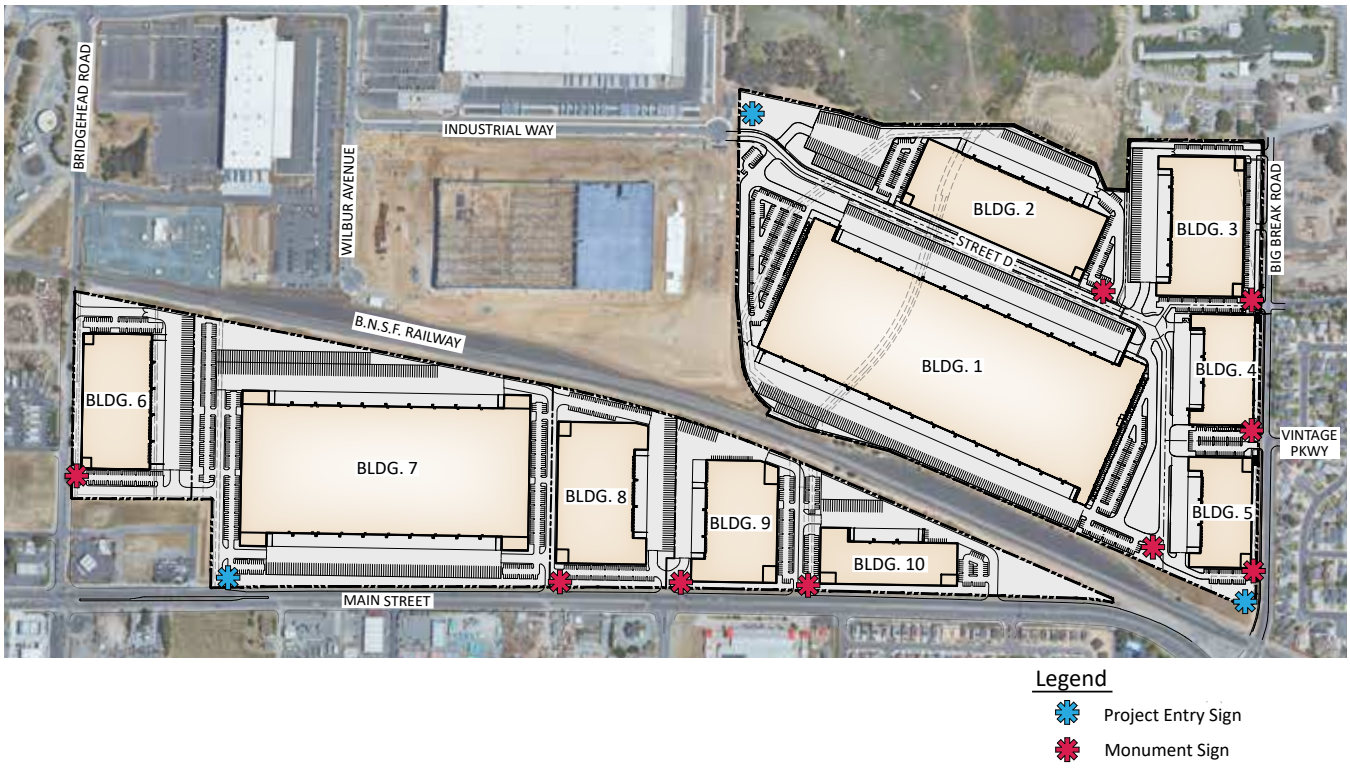


Figure 18, Conceptual Signage Location Plan

A. PROJECT ENTRY SIGNAGE

Project entry signage inspired by the Antioch Bridge will delineate the main project boundary from Main Street and Big Break Road, see Figure 19. The entry signage corners will feature a more horizontal appearance with a 11' high vertical element located adjacent to the street right of way, a white aluminum composite metal panel (ACM) as the background and may include illuminated lettering and/or external illumination. The project entry signage will utilize similar materials and colors as the building architecture design.

The signage will be highlighted with landscaping consisting of colored accent planting with varying textures and heights to create a visual layering appearance. A backdrop of trees will anchor the signage and provide another layer of color and texture. A majority of the plant palette will be evergreen species to provide a year-round landscape appearance for the signage feature.

Project Entry Signage Standards

- Height: 11'
- Wall length: 21'
- Signage area: 90 sf single sign face only
- Number of signs: 3 as noted, see Figure 18 .
- No tenant information allowed.
- Monument signs shall not obstruct vehicular sight lines, as set forth in the Oakley Standard Plan Detail X-04.

Note: Signage area consists of the area depicted as the white background only and does not include the surrounding sign design elements.

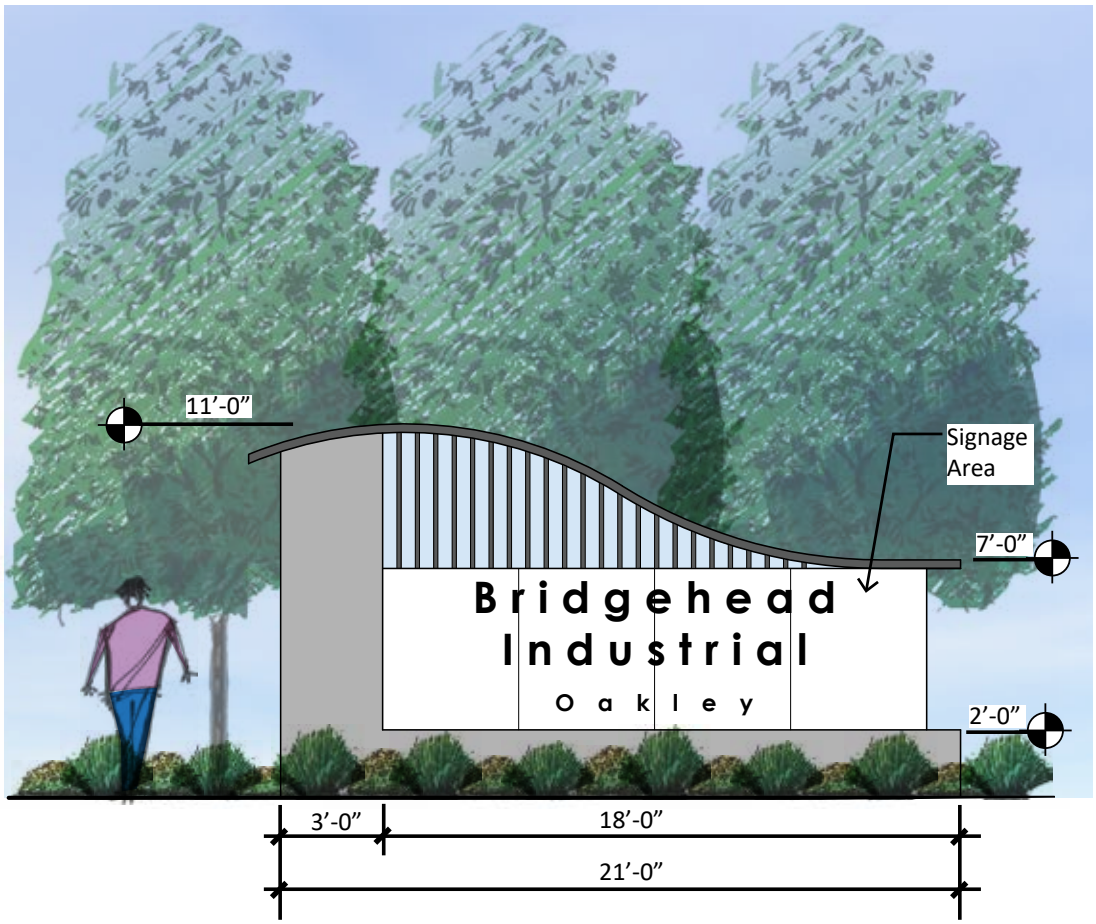


Figure 19, Project Entry Signage

B. MONUMENT SIGNAGE

Monument signage will signify entries to individual buildings from Main Street, Bridgehead Road, Big Break Road, and Road "D". Monument signs will assist with wayfinding and will denote the vehicle entry points to individual businesses. The signage will consist of a 7' high vertical element located perpendicular towards the building, a white aluminum composite panel (ACM) as the background, and a vertical wall which will include the street address. The monument signage will utilize similar materials and colors as in the project entry signage, see Figure 20. Monument signage placement shall not obstruct vehicular sight line triangle, as set forth in the City of Oakley Standard Plan X-04.

Monument signage will be enhanced with accent planting including columnar trees as a backdrop and low accent color accent evergreen and ornamental grasses in the foreground.

Monument Signage Standards

- Height: 7'
- Wall length: 11'
- Signage area: 24 sf for each sign face, signage is double sided.
- Number of signs: 9 as depicted and conceptual located, see Figure 18.
- Monument signs shall not obstruct vehicular sight lines, as set forth in the Oakley Standard Plan Detail X-04.
- Single building tenants will be allowed to use the entire monument signage area.
- Multi-tenant building's signage shall be divided by the total number of businesses in the building.
- Logo elements are allowed on signage panels when the height of the signage panel is 1'-6" or greater only.

Note: Signage area consists of the area depicted as the white background only and does not include the surrounding sign design elements.

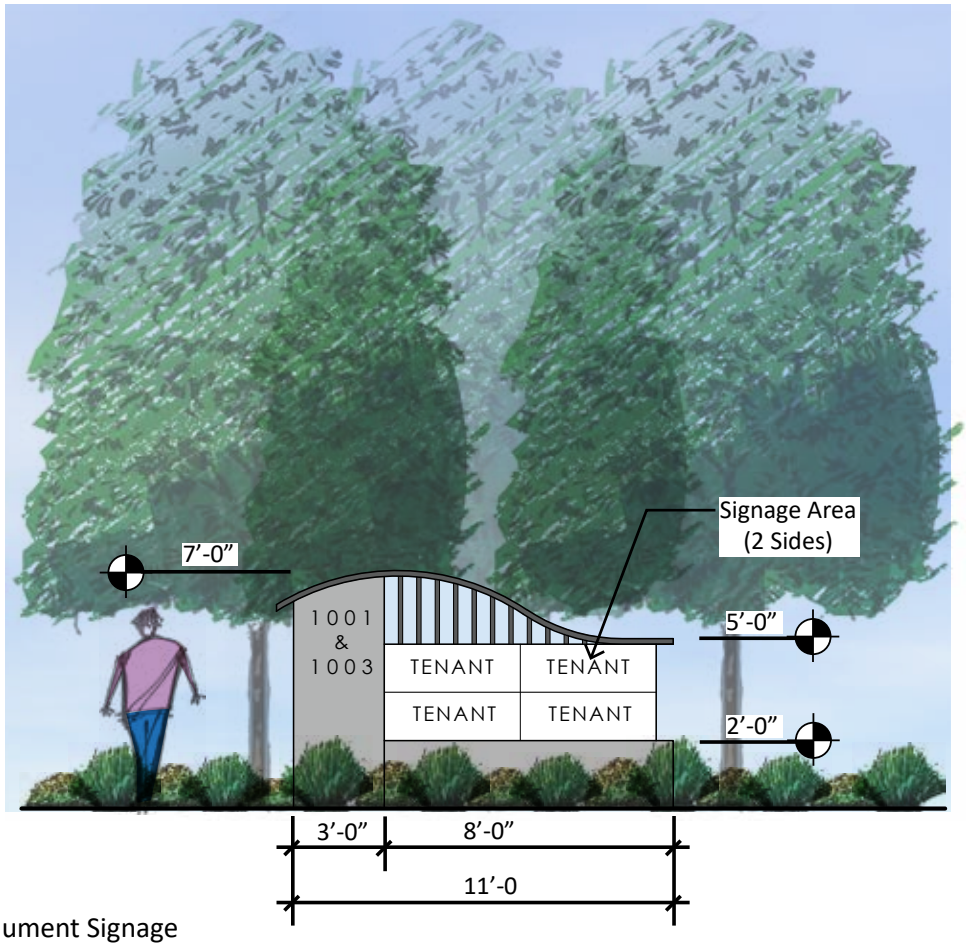


Figure 20, Monument Signage

C. WAYFINDING/DIRECTIONAL SIGNAGE

Wayfinding/directional signs will assist visitors with on-site wayfinding, denote the location of business entries, assist with on-site truck and vehicle circulation, and are to be located throughout the project, see Figure 21.

Wayfinding/Directional Signage Standards

- Height:6’
- Length: 3’
- Signage area: 9 sf for each sign face
- Signs may be single or double faced depending on the sign’s location.
- Directional signs will be located at a minimum of 10 feet from the public right of way or property line within the landscape planting areas or hardscape areas.
- Directional signs will generally be located at interior driveways and intersections to assist customers with wayfinding to each business within the Project.

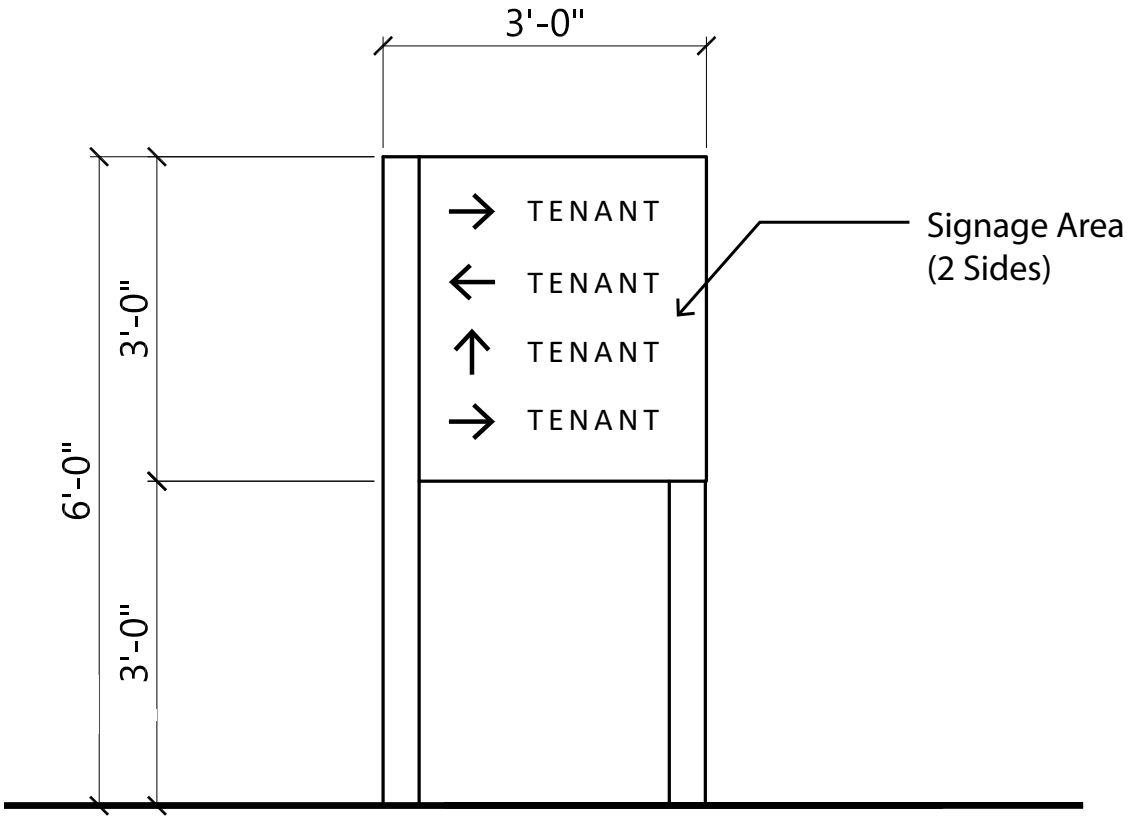


Figure 21, Directional Signage

D. BUILDING SIGNAGE

Building signage will be designed and permitted in accordance with the requirements of the Oakley Municipal Code, see Figures 22 and 23.

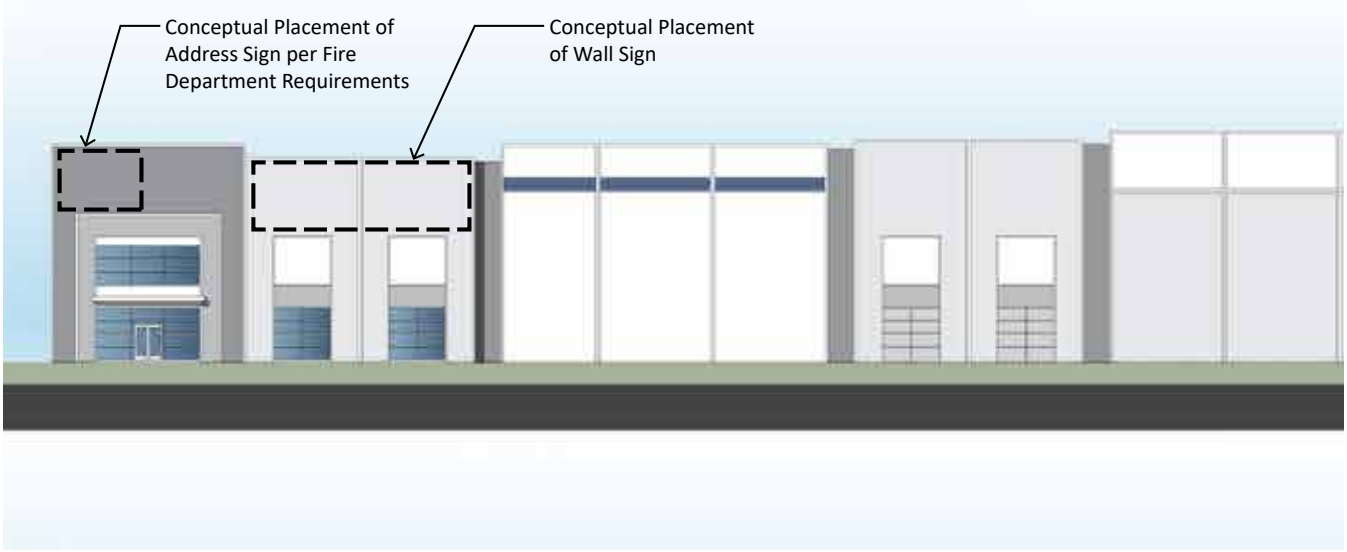


Figure 22, Building Tenant Wall Signage Source: HPA

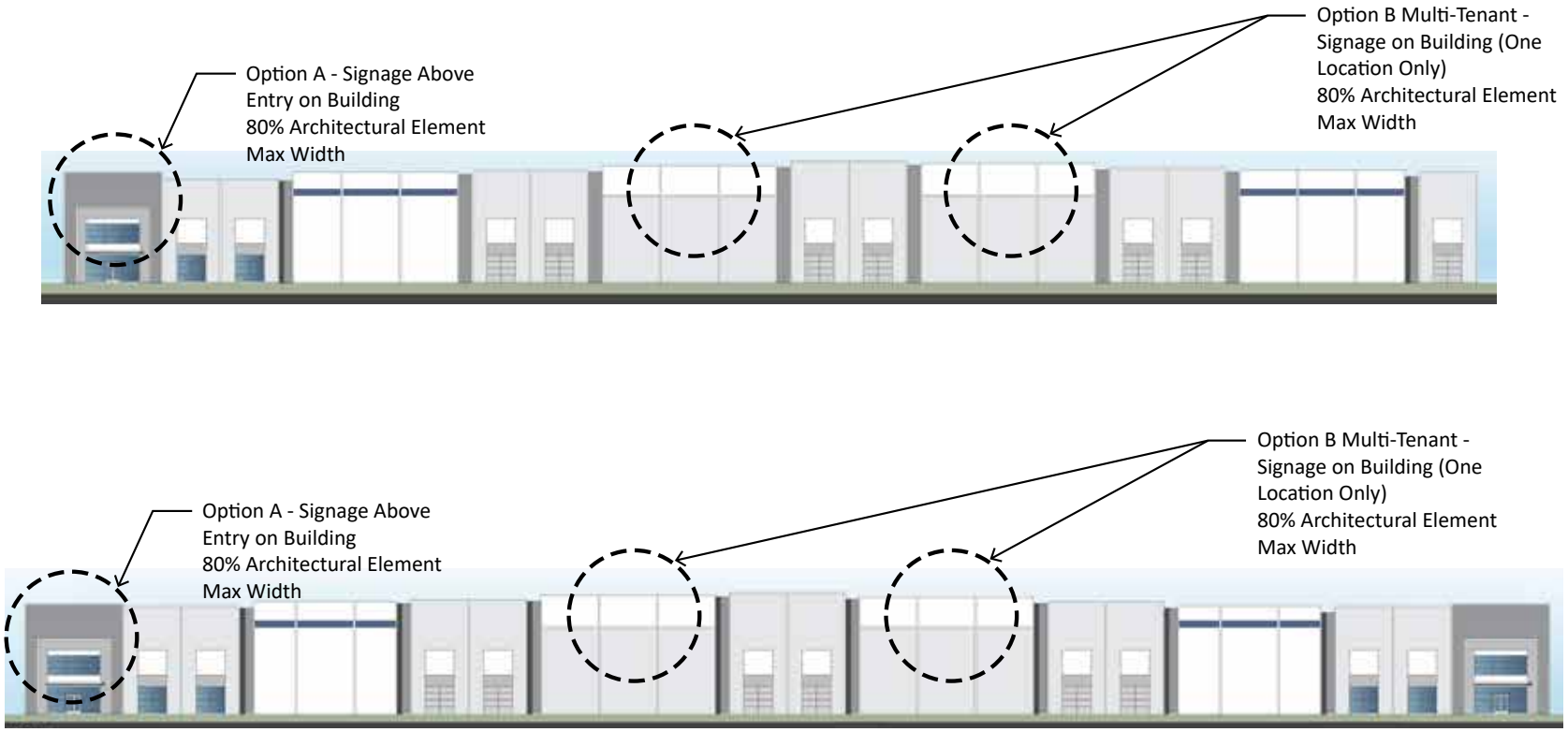


Figure 23, Building Wall Signage Locations

Source: HPA

16. TRAFFIC CIRCULATION

The main access to the project will be from Highway 160 at both the Main Street and Wilbur Avenue on and off-ramps. Access to the North Development Area will be from Big Break Road and D Street. The South Development Area will have access from Main Street and Bridgehead Road, see Figure 24. Below is a description of the vehicle access routes and a description of the proposed street improvements for development, see Figure 25.

North Development Area

The North Development Area will include access from both Big Break Road and D Street. Access from Big Break Road will be limited to autos and small delivery vans and box trucks only. Large trucks (i.e. trucks with 53' trailer) would only access the North Development Area from Wilber Avenue through the Contra Costa Logistics development on Industrial Way and "D" street. Driveway entries from D Street will provide access to the warehouse buildings and parking areas.

South Development Area

The South Development Area will allow both vehicle and large trucks (i.e. trucks with 53' trailers) access from both Main Street and Bridgehead Road at driveway entries to access warehouse development.

D Street

D Street will provide internal circulation to the project and will extend from Contra Costa Logistics to provide vehicle and truck access to the northern development area buildings 1 through 5. The private street (continuation of D Street) will include two travel lanes and a center dual turning lane with a width of 40 feet curb to curb, see Figure 26.

Big Break Road

The eastern boundary of the Project south of Vintage Parkway will be improved to include adding curb and gutter, a 6-foot sidewalk, and 12' landscaping, see Figures 27 and 28. North of Vintage Parkway will be improved to include 18-feet to accommodate Class 1 Big Break Regional Trail. In addition, Big Break Road right of way will be increased by one foot (1') to provide for 68' of right of way. Only autos, delivery vans, and small box truck access will be allowed. Signage will be posted to restrict large trucks from Main Street.

Main Street

The eastern portion of Main Street will maintain the existing 4-lane configuration with a stripped middle lane for right/left turning movements. Main Street in the future will become a 6-lane roadway, with 8' bike lane on both sides and future 16' median, resulting in an ultimate condition 152' ROW. The project is proposing to develop the half-street section, provide 76' from centerline to the ultimate Right of Way. This results in a dedication of 18' for the City, along Main Street. The proposed development on main street includes: re-striping for 16' median, one (1) 14' travel, two (2) 12' travel lane, one (1) 8' bikeway, curb, gutter, 8' bio retention basin to treat half the roadway, a 6' sidewalk detached sidewalk, and 8' landscape strip. See Figures 29 and 30. There is no provision for a PUE or other easements outside the proposed right of way. Both autos and large trucks will be allowed to access the South Development Area from Main Street.

Bridgehead Road

Bridgehead Road will maintain the existing 2-lane configuration along the project frontage. A 16' gravel shoulder, a 6' sidewalk and approximately 40' of landscape will be improved along the eastern side of the street, see Figure 31. Two easements exist on eastern street frontage which may limit the planting of trees within the proposed landscape area.

Private Internal Circulation

Internal circulation to the project will extend from the various public streets as described above and will provide vehicle and truck access to the various warehouse buildings. Private internal circulation and associated cross access easements will include two travel lanes with a width of 40 feet curb to curb, where trucks will be circulating.

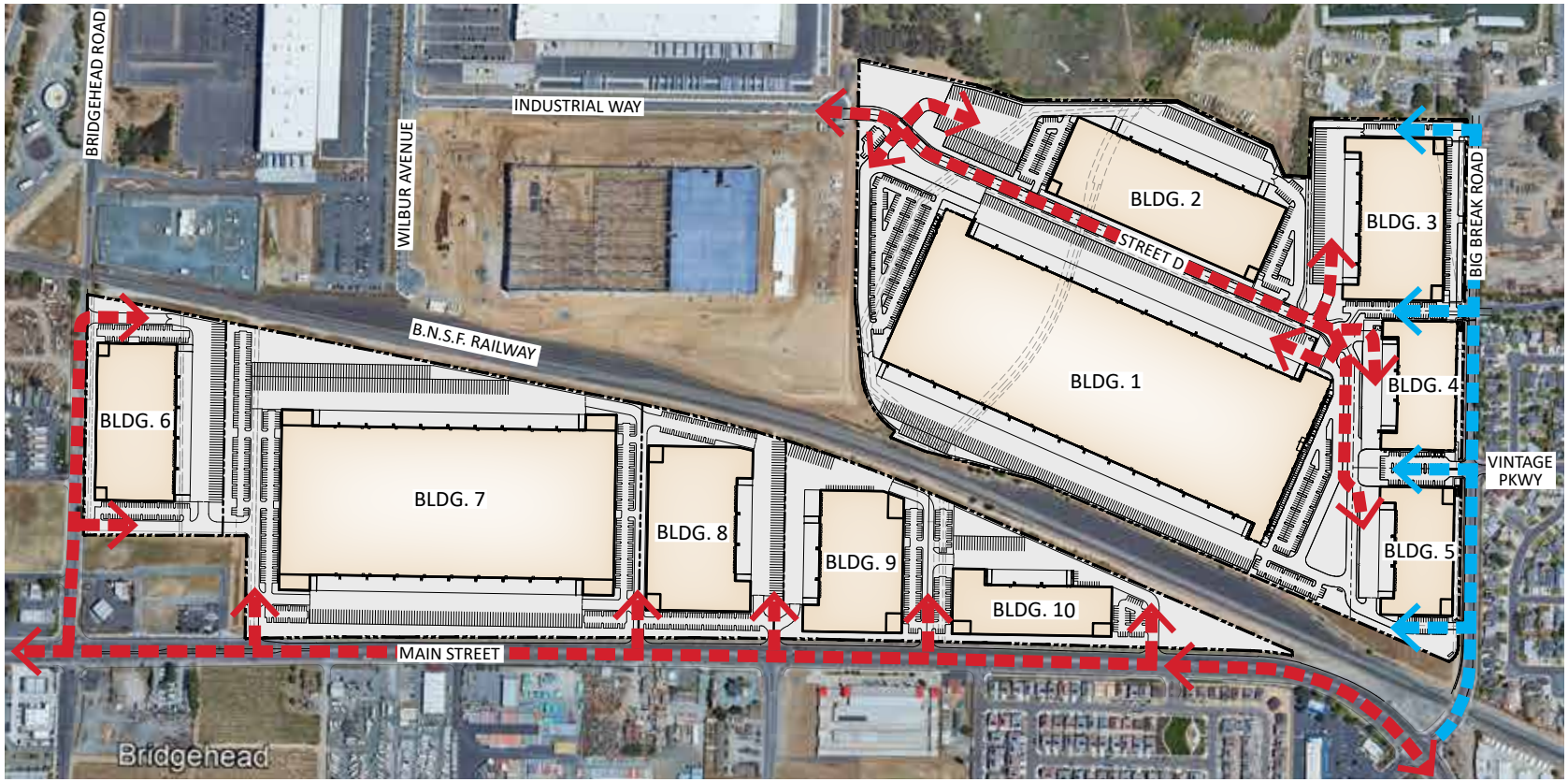


Figure 24, Traffic Circulation Plan

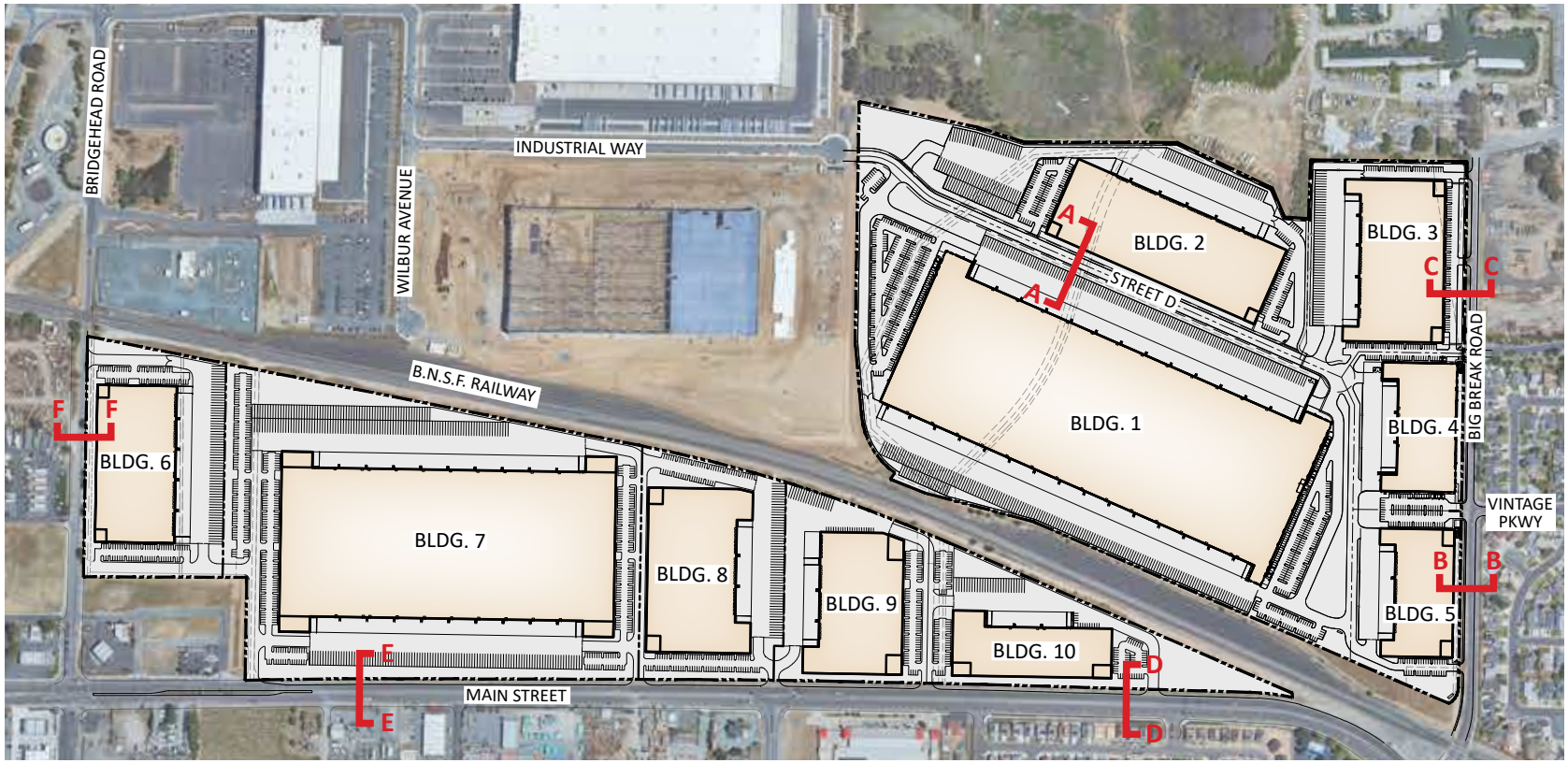


Figure 25, Street Section Locations

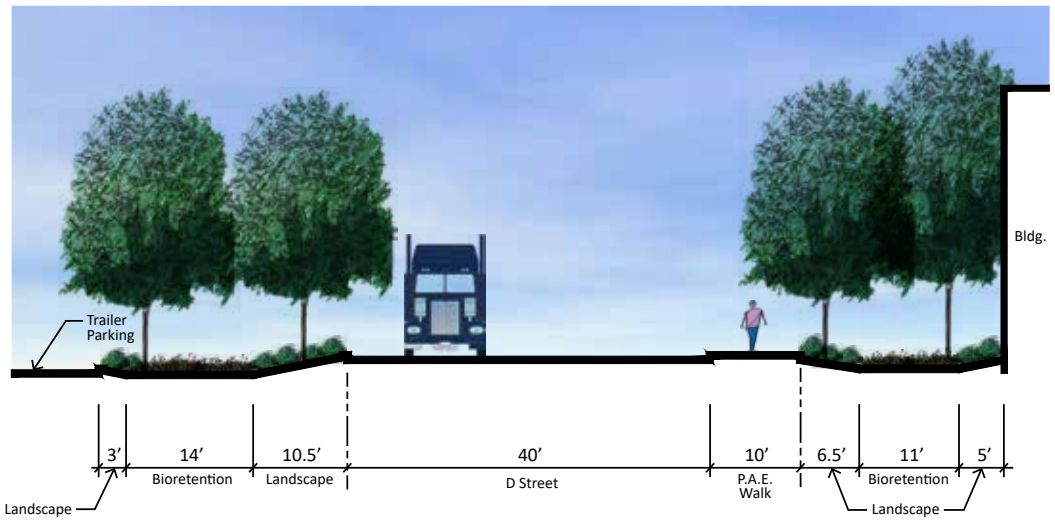


Figure 26, Section A-A Street D

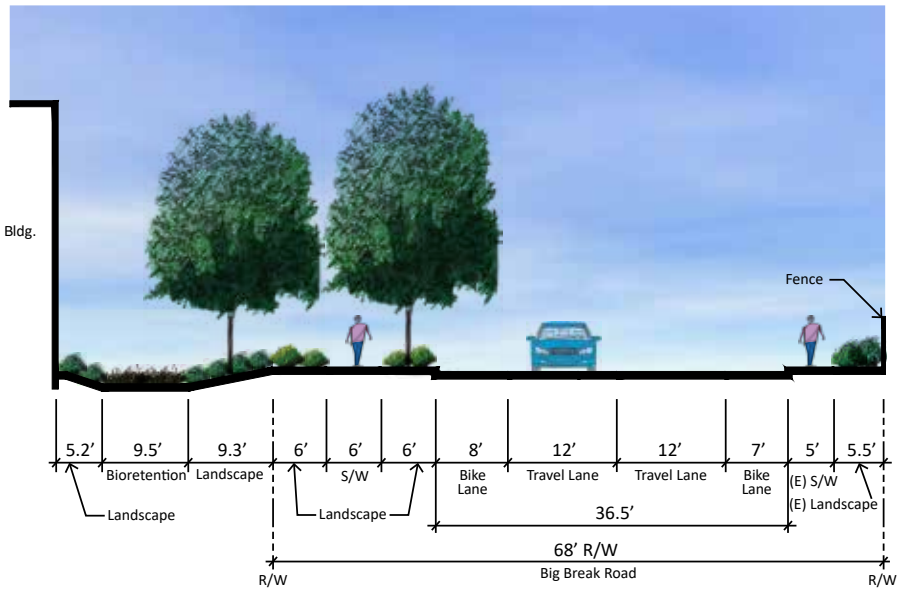


Figure 27, Section B-B Big Break Road

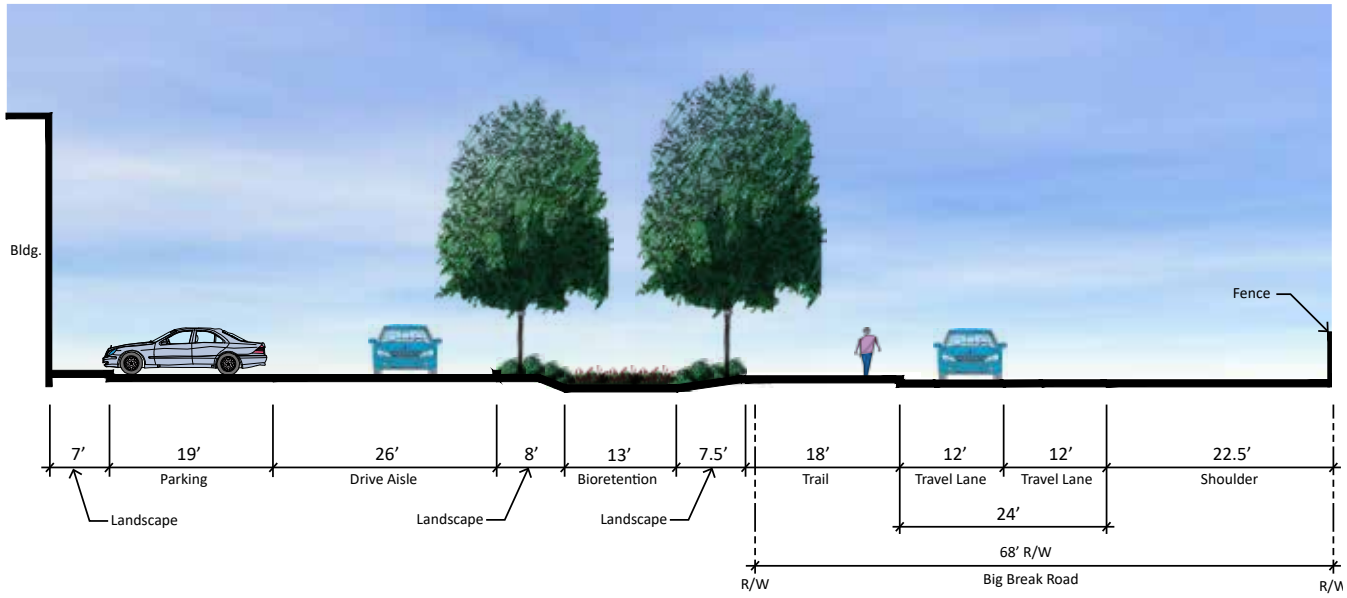


Figure 28, Section C-C Big Break Road

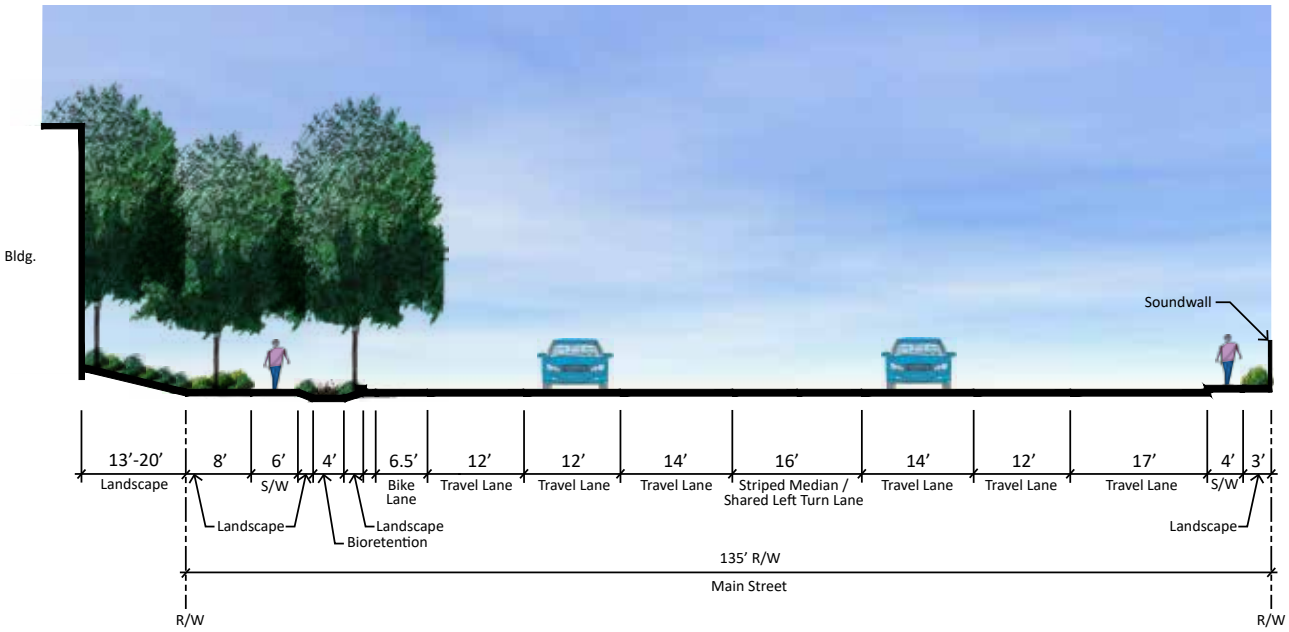


Figure 29, Section D-D Main Street

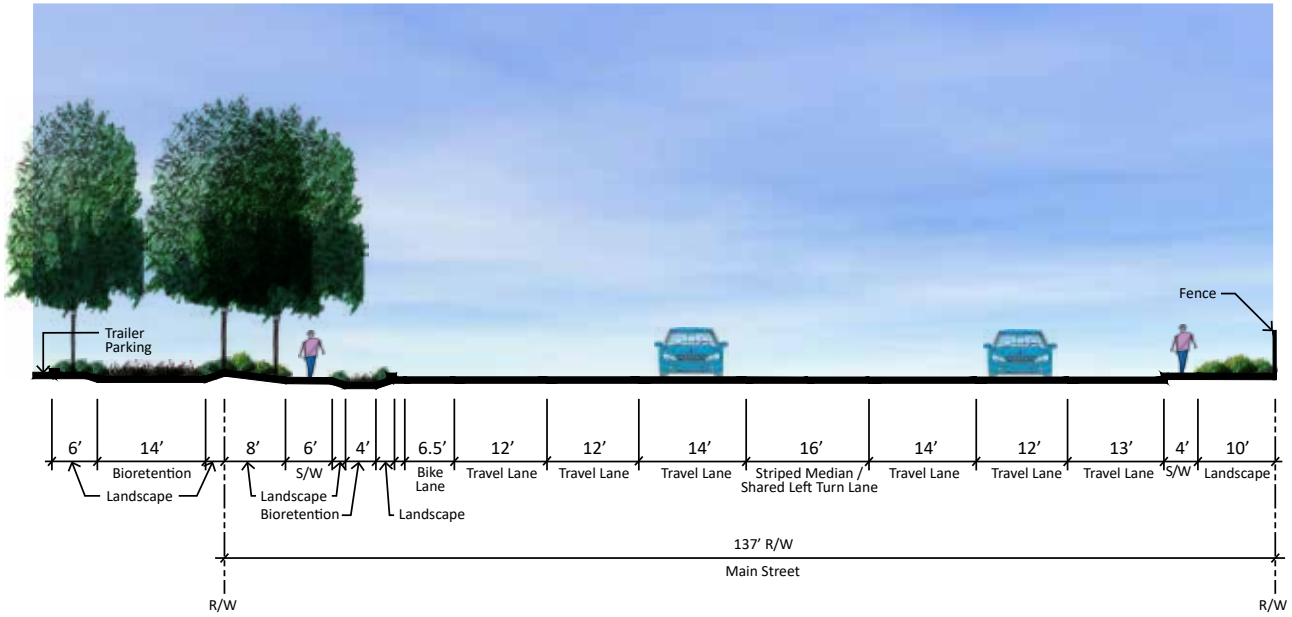


Figure 30, Section E-E Main Street

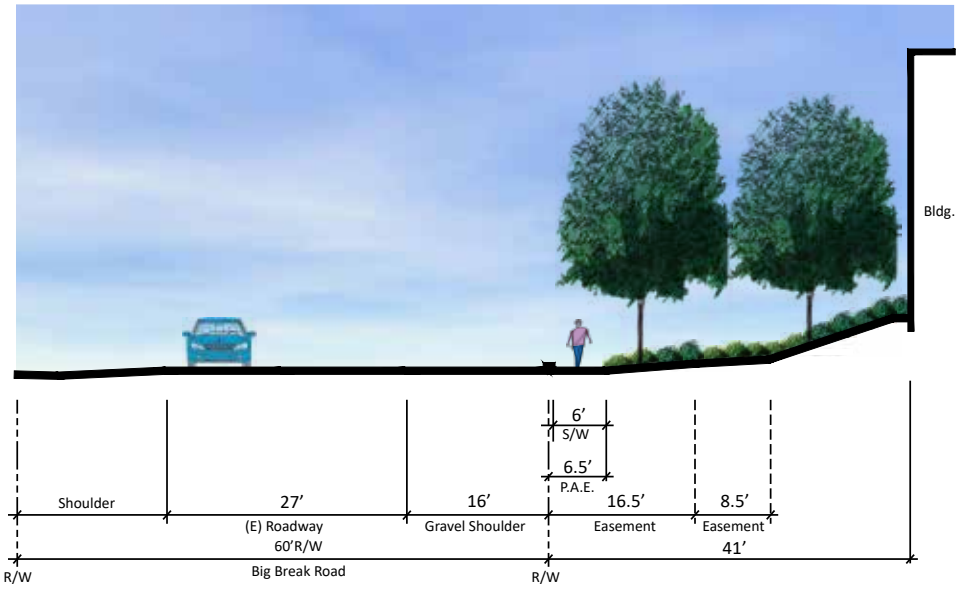


Figure 31, Section F-F Bridgehead Road

17. PEDESTRIAN CIRCULATION

The project will include a pedestrian network of separated sidewalks along Main Street, Bridgehead Road, Big Break Road, and D Street, see Figure 31. Pedestrian pathways from each building will connect with the street sidewalks and will provide connectivity with the adjacent buildings, commercial retail south of Main Street, and residential neighborhoods to the south and east, as well as the Contra Costa Logistics project to the west.

The northern edge of the project abutting the open space will include a multi-use trail that will connect to the trail improved as part of the Contra Costa Logistics Center to the west and extend along the northern property line, see Figure 32. The regional trail will connect to the existing Big Bend Regional trail located just north of the existing residential area to the east of the project.

18. PUBLIC TRANSPORTATION

Tri Delta Transit provides transit services within Oakley, Antioch, Pittsburg, and Brentwood. The main bus routes utilize the Main Street corridor and provide bus services to the site and within the City and also connect with the Antioch BART station. Two bus stops are located along the Main Street project frontage, one on the north side near Big Break Road, and a second on the south side of Main Street near Bridgehead Road.

19. UTILITIES

The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage utilities.

The Project would be served by the following existing utility service providers:

1. Water: Diablo Water District (DWD)
2. Wastewater collection and treatment: Ironhouse Sanitary District (ISD)
3. Stormwater collection: City of Oakley
4. Gas and electricity: Pacific Gas and Electric Company (PG & E)

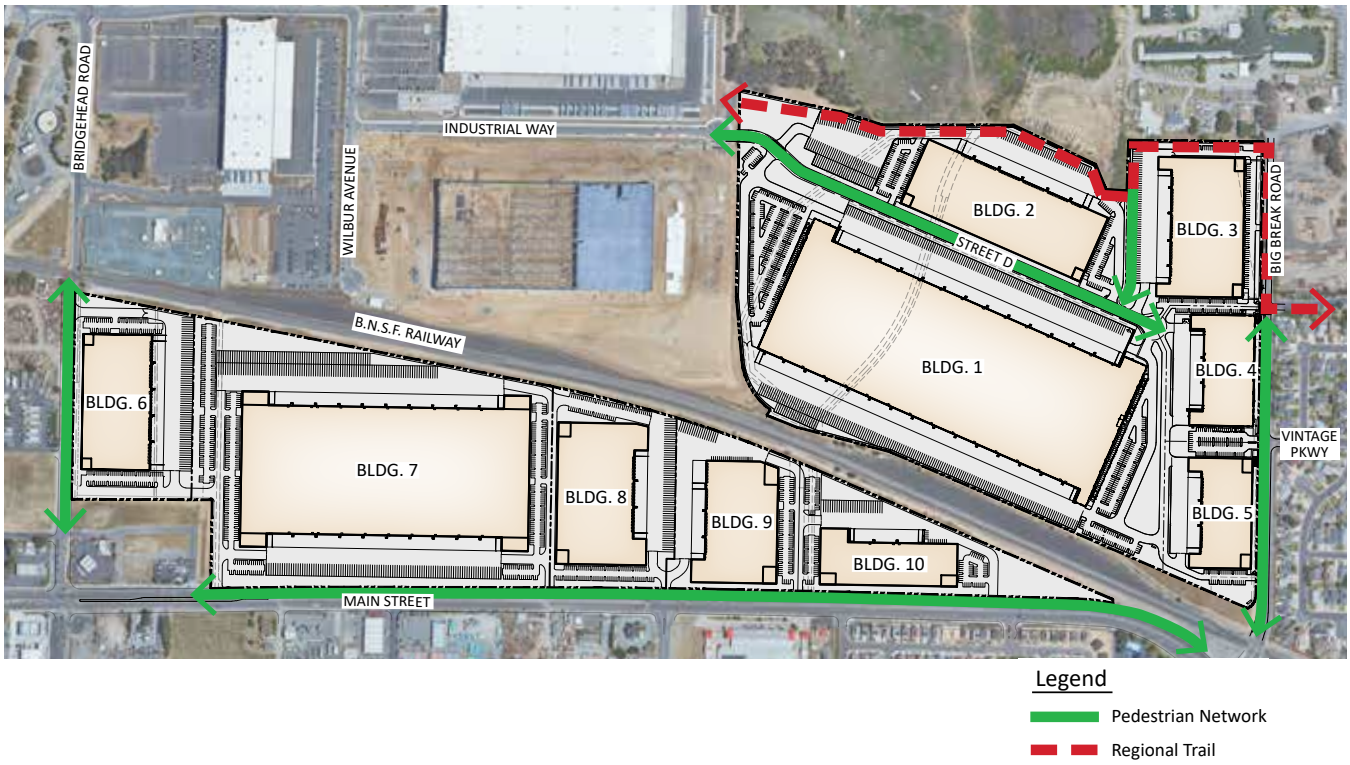


Figure 32, Pedestrian Plan

Water

North Development Area

The Diablo Water District (DWD) provides potable water, fire service and irrigation services to the project area. The Diablo Water District has an existing 12" water main along Big Break Road. Additionally, the B.N.S.F Railway property to the south includes a 24" water main.

DWD will require separate connections for fire, domestic water, and irrigation. A new water meter and boxes should be anticipated for each building. As such, there are five (5) proposed buildings on-site, there will be five (5) meters and associated backflow preventers (BFP). The on-site fire service will be a multiple loop, private fire system. The on-site fire service line is expected to be 12", with three (3) distinct connections to Big Break Road, each connection with a 12" double detector check. Additionally, three (3) irrigation connections and meters with back flow preventers are expected to serve the site. A storage tank is not expected for the North Development Area, however fire pumps for each building may be required, see Figure 33

South Development Area

The DWD has water service running adjacent to the south and west side of the project site within Main Street and Bridgehead Road. Bridgehead Road includes a 12" water main. Main Street includes a 10" water main, it should be meet the project demands, however, there is a possibility that a 12" new main may be required as part of the development, while it shown on the plans, Diablo Water district noted, that during the permit set further studies will be reviewed to assess if this main is necessary.

Similar to the North Development Area, DWD will require separate connections for fire, domestic water, and irrigation. New water services and meters should be anticipated for each building. As such, there are five (5) proposed buildings on-site, there will be five (5) meters and BFPs, with four (4) of the connections branching off the water line in Main Street, and one (1) service line branching off the water line in Bridgehead. The on-site fire service will be a separate, private loop system. The on-site fire service is expected to be 12" water main. The site will also require irrigation meters subject to the same constraints as the North Development Area, see Figure 33.

Sewer

North Development Area

The sanitary sewer service provider for the project site is Ironhouse Sanitary District (ISD). There is an existing 10" sanitary sewer line located along Vintage Parkway. The site would connect into this sanitary sewer main at an existing manhole within the intersection of Vintage Parkway and Almaden Circle, streets that connect to Big Break Road, see Figure 34.

The project will release sewer flows to the collection system in Big Break Road on the east side of the project. The two (2) buildings in the southeast corner of the project can flow by gravity into the existing sewer system. The other three (3) buildings will require pumps, a separate one for each building. Wastewater generation for the North Development Area alone would most likely not require upgrades to the existing Bridgehead lift station. The combined (North Development Area and South Development Area) wastewater generation analysis would most likely impact the existing sewer lift station and modifications will be necessary to increase capacity to manage the flows from the project site. Another consideration for the sanitary sewer in the North Development Area is if the sewer collection system on site is located within contaminated soils, the design will require special protections for the pipes and more analysis.

South Development Area

The sanitary sewer service provider for the project site is Ironhouse Sanitary District (ISD). There is an existing 18" sewer main along Main Street. As the 18" sewer main approaches the intersection of Neroly Road and Bridgehead Road, the existing gravity line turns into a force main. A portion of the sewer along Bridgehead Road fronting the South Development Area turn into gravity will require a force main to pump the affluent to the Lauritzen Lane lift station. It's envisioned that the South Development Area sewer will be similar to the North Development Area, where each of the five (5) buildings will have a separate sewer connection to the public system. It is likely that the South Development Area will require four (4) sewer pumps for four (4) of the buildings, and one (1) gravity sewer lateral. However, further studies will be required.

Storm Drainage

North Development Area

Municipal storm utility to the project site is operated and maintained by Contra Costa County. The property does not include any existing on-site basins or treatment. There is an existing 54" storm main south of the property connecting to an existing 84" storm drain, which bisects the North Development Area going north-south on the property. The existing 84" storm drain connects near the railroad and outfalls just outside the property boundary to the north near the marina. There is an existing 35' drainage easement centered in the middle of the existing pipe, and an overlapping 45' temporary construction easement. The project site plan will require re-routing the existing 84" storm drain and easement around the proposed buildings. The site will meet the City requirements for stormwater quality treatment by providing a series of above ground bio-filtration basins. The outfalls outside the project limits will be protected in place, see Figure 35.

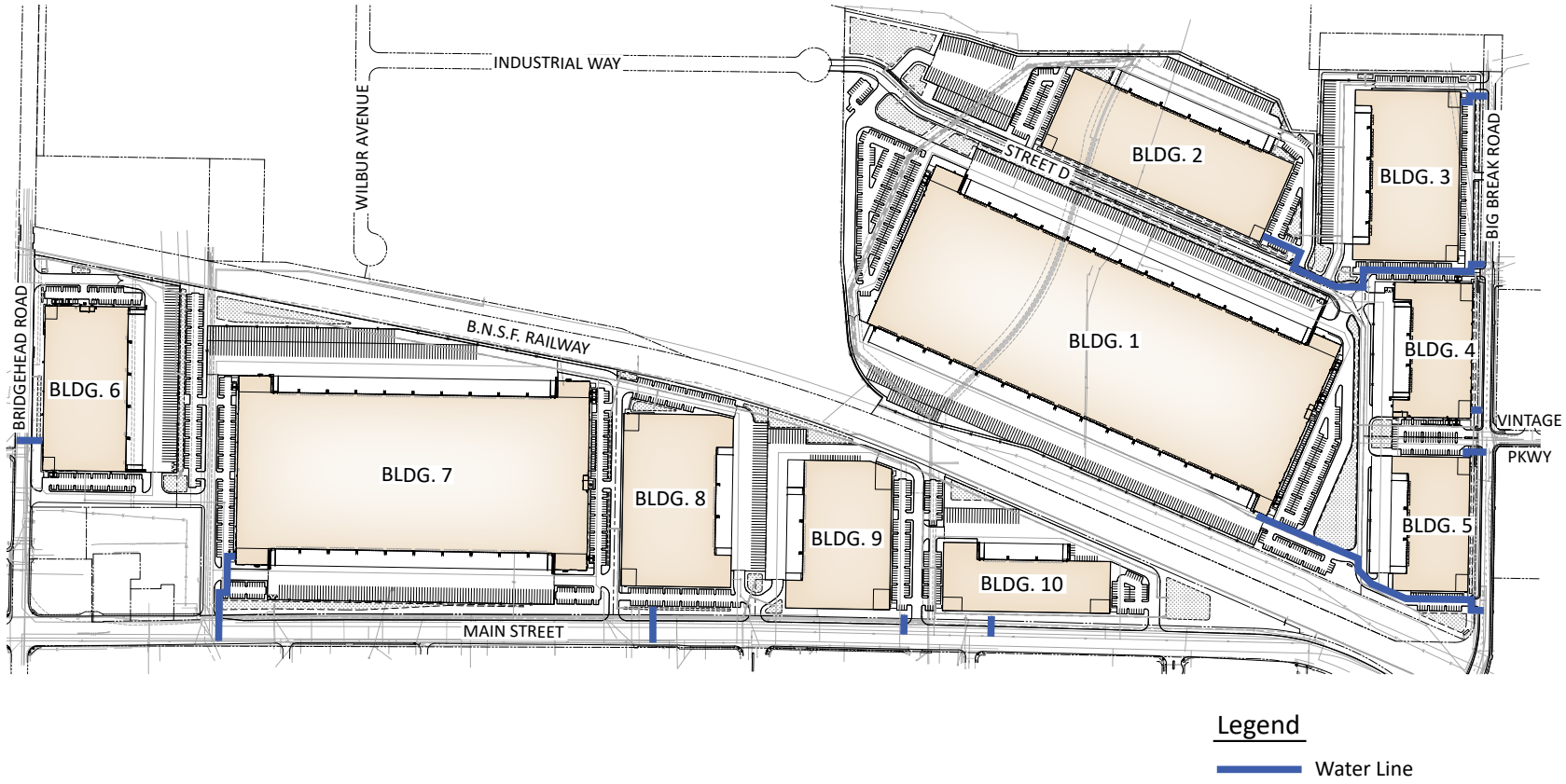


Figure 33, Conceptual Water Facilities

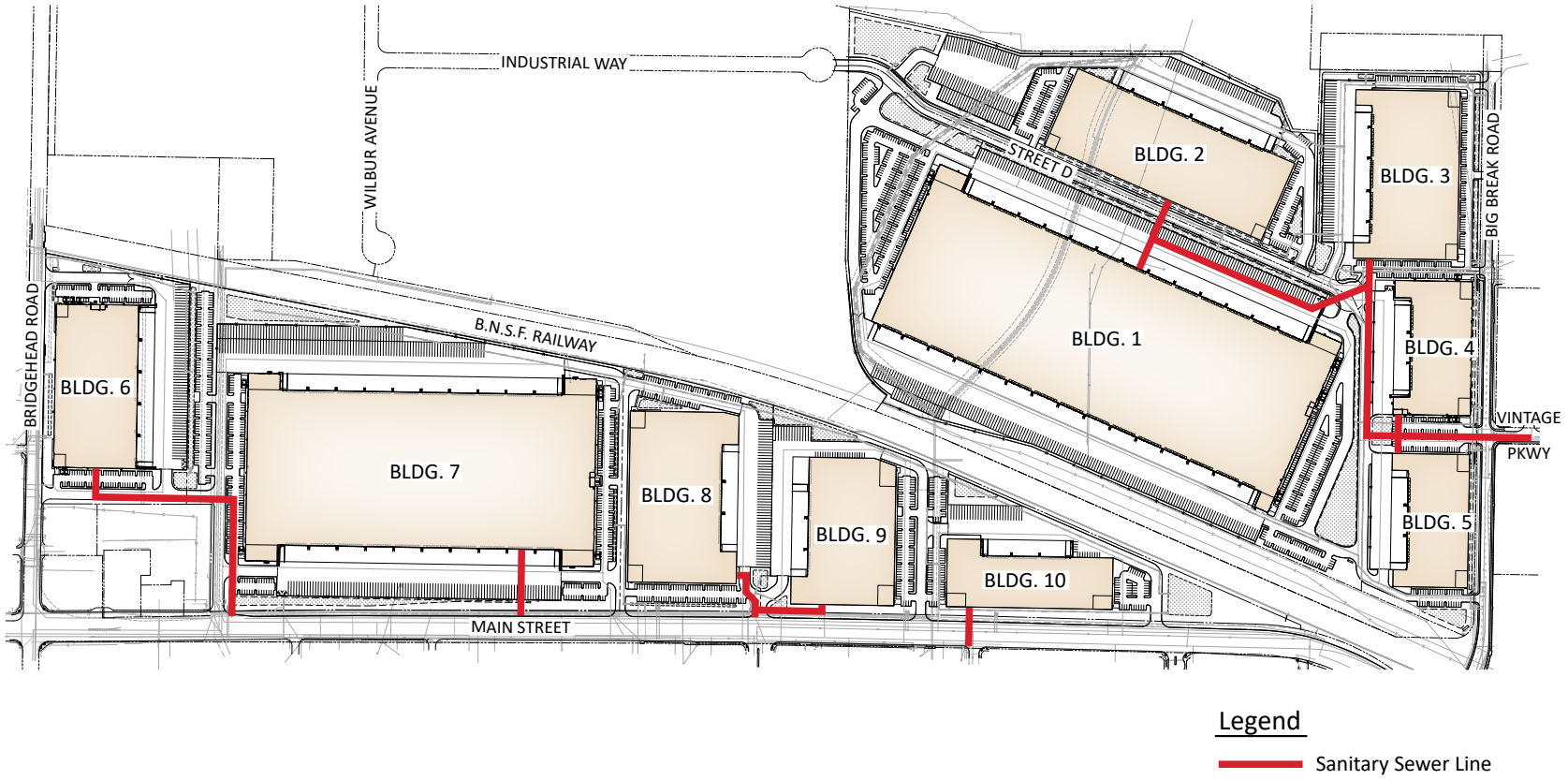


Figure 34, Conceptual Sewer Facilities

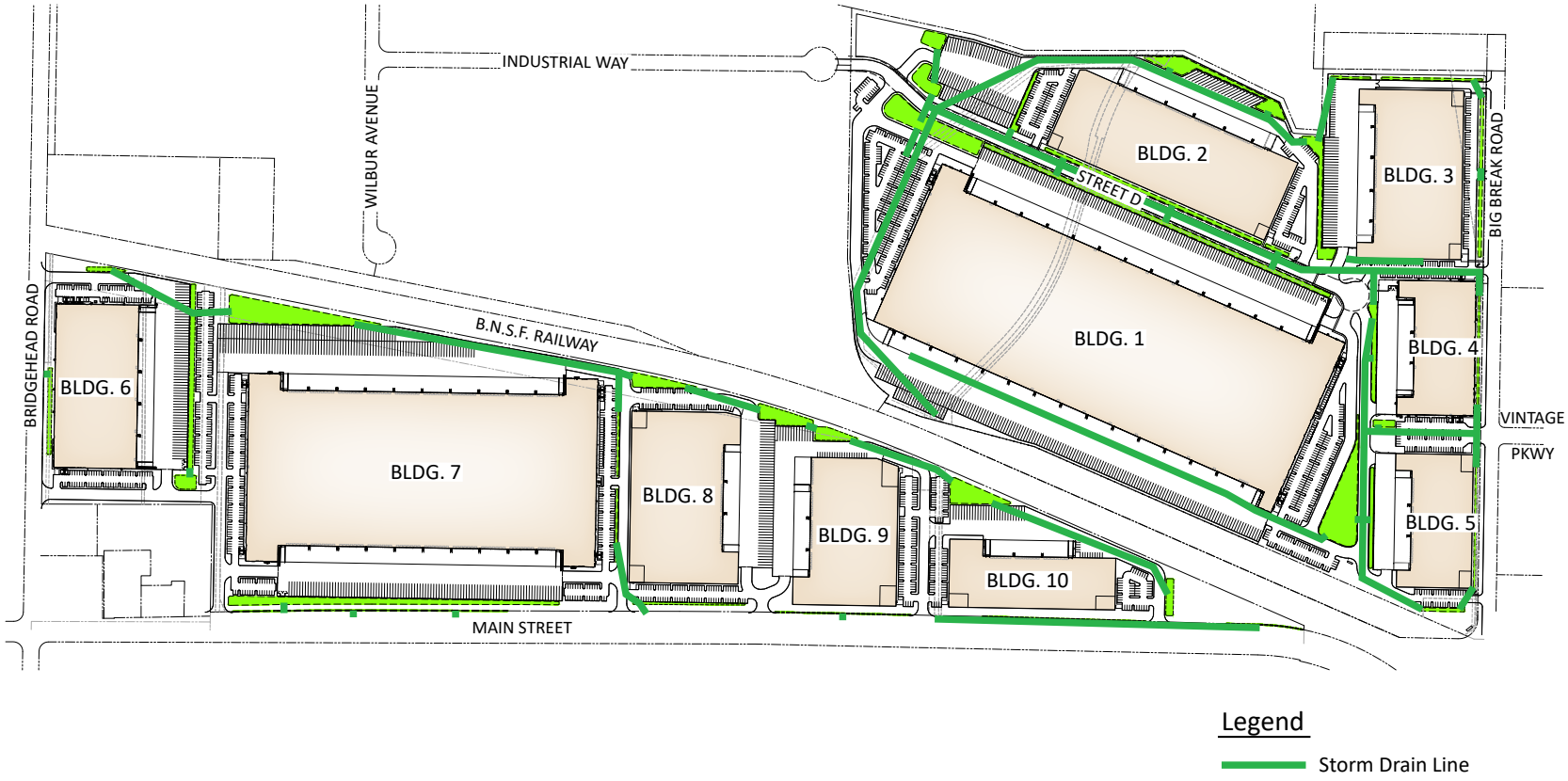


Figure 35, Conceptual Storm Drain Facilities

South Development Area
Municipal storm utility to the project site is operated and maintained by Contra Costa County. There is an existing 54" storm main that crosses the South Development Area from Main Street and continuing north through B.N.S.F Railway right-of-way. Before the 54" main crosses under the railroad tracks, the line becomes a 72" and continues routing north. There is an existing 15' easement for the existing pipe and 45' temporary construction easement. The existing 54" may be relocated or remain in place, it is unknown at this stage of design, see Figure 35. The site will be designed to meet the City requirements for stormwater quality treatment by providing a series of above ground bio-filtration basins. The outfall that is outside the project limits will be protected in place. In addition, the project will not include any hard connections to the existing 12" SD stub from Bridgehead road, and a portion of building 6 run-off will be pumped across the existing gas easements, to ensure limited disturbance to the existing utilities. The final pump design, or possible elimination (once potholing is completed) will be considered. However, the intent for the drainage will remain unchanged.

20. PUD ADMINISTRATION

During the project build out process, amendments may be necessary to respond to changing circumstances, including building footprint size, number of buildings, revisions to the design guidelines, and revisions to the development standards, or to allow for uses or conditional uses not contemplated at the time of adoption. An amendment to the PUD will be typically at the request of the property owners.

This PUD provides the principal framework for the orderly development of the Project Area. This PUD adopted by the City serves as the zoning for all properties within the Project Area. The City of Oakley will administer the PUD and related documents consistent with the provisions of the City of Oakley Municipal Code Title 9- Zoning Code Chapter 9.1.1612 which establishes the authorities and composition of the Planning Agency except as modified herein.

PUD Amendment Process
The PUD allows for flexibility to respond to both the current and future real estate market and development standards. During project build out amendments to the adopted PUD may be necessary to respond to changing circumstances, including building footprint size, revisions to the design guidelines, and revisions to the development standards, or to allow for uses or conditional uses not contemplated at the time of adoption. An amendment to the PUD will be typically at the request of the property owners.

PUD Amendments
Based on the criteria outlined herein, the Community Development Director ("Director") shall make the determination whether the revision is either a Major Amendment requiring City Council approval and adoption (following the recommendation by the Planning Commission), or an Administrative Amendment modification subject to the review and approval of the Director. Applicants may appeal the determination and actions of the Director to the City Council.

Administrative Amendment
The purpose of the Administrative Amendment is to facilitate the efficient processing necessary to develop the project that is consistent and meets the intent set forth in this Specific Plan. If the Director determines that the modifications meet the criteria for an Administrative Amendment, the applicant shall submit application materials which contain the necessary information as determined by the City to assist in making the findings required to support approval of the amendment. An Administrative Amendment shall be processed if determined by the Director to be in substantial conformance with the following:

1. The overall intent of the PUD
2. The City of Oakley General Plan
3. The PUD's Environmental Impact Report (EIR)

An amendment shall be considered in substantial conformance with intent of the PUD, City's General Plan, and the PUD's EIR, and therefore shall be processed as an Administrative Amendment, if the amendment proposes uses permitted in the PUD at an equal to or lesser square footage than contemplated in the PUD and PUD's EIR. Specific examples of Administrative Amendments include, but are not limited to:

a. The addition of new or updated information that does not substantively change the PUD or the finding of the EIR.
b. Adjustments to land use boundaries and street alignments that maintain the general land use and circulation pattern.
c. Variation in permitted use types and development standards if such variations do not substantively change the character of the PUD, does not increase demand for water, sewer or other resources, or increase traffic generated by the development above that evaluated in the EIR, or are otherwise consistent with the current applicable City standards.
d. Changes to infrastructure and facilities that do not affect the level of service provided or affect to increase the level of development capacity.
e. Changes to, phasing boundaries or sequencing that do not affect infrastructure sizing, financing districts or the provision of adequate services to associated development.

f. Changes to the number or size of the proposed industrial buildings, provided the overall total square footage, maximum FAR and site coverage assumed in the PUD and EIR are not exceeded, and no new or increased significant impacts on the environment would result from any resulting changes to onsite circulation.
g. Changes to the layout or orientation of the proposed industrial buildings, including changes to the number of dock doors, provided the overall total square footage, maximum FAR and site coverage assumed in the PUD and EIR are not exceeded, and no new or increased significant impacts on the environment would result from any resulting changes to onsite circulation.

Major Amendment
If a proposed amendment does not meet the criteria of an Administrative Amendment, a PUD Major Amendment shall be required. A Major Amendment is required when one of the following criteria is met:

1. Increase in building square footage above what is approved in the PUD, or evaluated in the EIR, unless the Director determines that the increase is small enough such that it does not result in new or increased significant impacts on the environment, in which case an Administrative Amendment shall be processed.
2. Any change proposed to the Plan would result in new or increased significant environmental impacts or would cause other significant development impacts not studied in the EIR.
3.

A PUD Major Amendment shall be processed and reviewed in the same manner as the initial adoption and will require both Planning Commission and City Council approvals.

Modifications to Design Standards
Modifications to the design standards in Section 13 of the PUD may be necessary to respond to unique site characteristics and/or changes in development because of market conditions. Modifications to these development standards will be reviewed by the City of Oakley Community Development Director and a determination will be made as to whether the modification is major or minor. Major modifications to these standards will require Planning Commission and/or City Council review through a PUD amendment per the City Zoning Ordinance requirements. If a modification is determined to be minor and complies with the intent of the standards, an administrative review and approval will be completed by City of Oakley Community Development Director. Unless otherwise established herein, all definitions and land use terms shall be as set forth in the Specific Plan.

Processing of Applications
Discretionary permitting steps must occur throughout the Project development, including the approval of Tentative and Final Subdivision Maps and/or Parcel Maps, Conditional Use Permits, Administrative Use Permits, Design Review (Development Plan), Sign Permits, and building permits and improvement plans required for development of individual buildings. Each of these applications will utilize the approved EIR certified with the PUD to ensure consistency with the findings and Mitigation and Monitoring Review Program (MMRP). Each of these application processes are discussed below.

Subdivisions
The Project will be further subdivided into individual parcels that will require the approval of tentative and final subdivision maps (or parcel maps). Approval of such maps shall be governed by the Subdivision Map Act and the City's Subdivision Ordinance and can be processed concurrently with other applications. All streets, sidewalks, landscape areas, public property infrastructure, and other improvements shown on the subdivision application shall comply with the guidelines of this PUD. No lot shall be created with size or dimensions rendering it incapable of meeting the land use, public utilities, or development standards of this PUD. In connection with a subdivision application, the applicant shall provide the City with all information required under the Subdivision Map Act and the City's Subdivision Ordinance and shall submit the applicable processing fee.

Design Review (Development Plan)
If an applicant seeks to amend any portion of the previously approved Design Review (Development Plan) application, the applicant shall apply for an amendment. The amendment shall contain all the information set forth in City application Development Plan requirements. The Community Development Director has the discretion to either process the application at an administrative level or refer the application to the Planning Commission if it is determined that the amendment proposes changes not studied in the original approval. If the Community Development Director decides to refer the application, a written report will be prepared for the Planning Commission, which will analyze the project and provide a staff recommendation.

Conditional Use Permit
If an applicant seeks to develop a conditionally permitted use as defined in the City of Oakley Zoning Ordinance, the applicant shall apply for a Conditional Use Permit (CUP) to the City containing the data and information set forth in the City's application regulations. Consideration of the CUP application shall adhere to the review and approval procedures set forth in the. For projects which a discretionary permit is required pursuant to the City Zoning Ordinance, environmental review by the City pursuant to the California Environmental Quality Act ("CEQA") will utilize the approved EIR to determine compliance. The Planning Commission must approve, conditionally approve, or deny applications for Conditional Use Permits based on consideration of the requirements of the City Zoning Ordinace. A CUP may be processed concurrently with any other necessary development application(s) for the land that is the subject of the requested CUP.

Project Approvals
The City will prepare conditions of approval for individual Design Review (Development Plan), Conditional Use Permits, and Subdivision Map applications. The conditions as approved for the PUD have been included in Appendix A of this document, and the approved EIR is located on the City of Oakley, Community Development website.

Signage
The Project entry, monument, and directional signage will be constructed per the information provided in this PUD. To the extent that this PUD provides for different or additional requirements and/or standards than the City, then the requirements in this PUD shall govern. All building and address signage shall be constructed in accordance with the requirements set forth in the City of Oakley Zoning Ordinance and is subject to Fire Department approval for address signage size and location.

BRIDGEHEAD INDUSTRIAL

OAKLEY, CA

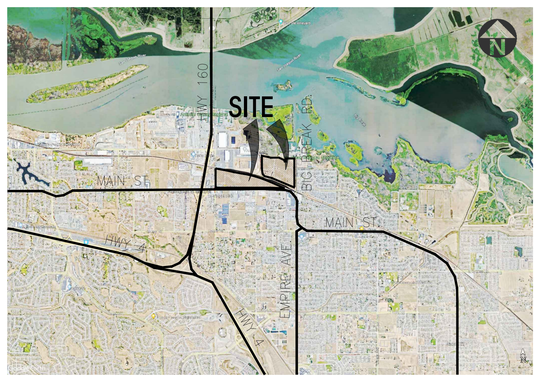
City of Oakley
Planning Division

JUL 22, 2024

RECEIVED



MAIN STREET
OAKLEY , CALIFORNIA



VICINITY MAP

DEVELOPER:

JB2 PARTNERS LLC
3565 PIEDMONT RD NE, BLDG 4,
STE. 460
ATLANTA, GA 30305
PHONE: 404-210-3033
CONTACT: ADAM TERRELL

CIVIL ENGINEER:

KIER & WRIGHT
2850 COLLIER CANYON ROAD
LIVERMORE, CA 94551
PHONE: 925-245-8788
CONTACT: ZIKAR SARYEDDEAN

PLANNING:

DAVID BABCOCK & ASSOCIATES
3581 MT. DIABLO BLVD, STE 235
LAFAYETTE, CA 94549
PHONE: 925-766-7030
CONTACT: DAVE BABCOCK
JEFF BERBERICH

LANDSCAPE:

YAMASAKI
1223 HIGH STREET
AUBURN, CA 95603
PHONE: 530-885-0040
CONTACT: JEFF AMBROSIA

ARCHITECT:

HPA, INC.
600 GRAND AVE, STE 302
OAKLAND, CA 94610
PHONE: 949-862-2111
CONTACT: TERESA GOODWIN

PROJECT REPRESENTATIVES

ARCH

0-DAB-A0.1	COVER SHEET
0-DAB-A1.0	OVERALL SITE PLAN
1-DAB-A1.1	OVERALL SITE PLAN
1-DAB-A1.2	ENLARGED SITE PLAN
1-DAB-A2.1	OVERALL FLOOR PLAN
1-DAB-A3.1	ELEVATIONS
1-DAB-A3.2	ELEVATIONS
4-DAB-A1.1	OVERALL SITE PLAN
4-DAB-A1.2	ENLARGED SITE PLAN
4-DAB-A2.1	OVERALL FLOOR PLAN
4-DAB-A3.1	ELEVATIONS
6-DAB-A1.1	OVERALL SITE PLAN
6-DAB-A1.2	ENLARGED SITE PLAN
6-DAB-A2.1	OVERALL FLOOR PLAN
6-DAB-A3.1	ELEVATIONS
7-DAB-A1.1	OVERALL SITE PLAN
7-DAB-A1.2	ENLARGED SITE PLAN
7-DAB-A2.1	OVERALL FLOOR PLAN
7-DAB-A3.1	ELEVATIONS
7-DAB-A3.2	ELEVATIONS
DAB-AD.1	DETAILS

LANDSCAPE

L1.1	PLANTING PLAN A
L1.2	PLANTING PLAN B
L1.3	PLANTING PLAN C
L1.4	PLANTING PLAN D
L1.5	PLANTING PLAN E
L1.6	PLANTING PLAN F
L1.7	PLAN SCHEDULE, NOTES AND CALCULATIONS

ELECTRICAL

E1.1	SITE PHOTOMETRIC PLAN
E1.2	SITE PHOTOMETRIC PLAN

CIVIL

C1.0	COVER SHEET
C2.0	TOPOGRAPHIC SURVEY
C3.0	PRELIMINARY SITE PLAN
TM1	TENTATIVE MAP PLAN
C4.0	PRELIMINARY GRADING AND DRAINAGE PLAN
C4.1	PRELIMINARY GRADING AND DRAINAGE PLAN
C4.2	PRELIMINARY GRADING AND DRAINAGE PLAN
C4.3	PRELIMINARY GRADING AND DRAINAGE PLAN
C4.4	TYPICAL SECTIONS
C5.0	PRELIMINARY UTILITY PLAN
C5.1	PRELIMINARY UTILITY PLAN
C5.2	PRELIMINARY UTILITY PLAN
C5.3	PRELIMINARY UTILITY PLAN
C6.0	PRELIMINARY STORM WATER QUALITY CONTROL PLAN
C7.0	PRELIMINARY OVERLAND RELEASE
C8.0	PRELIMINARY TRUCK TURNING
C8.1	PRELIMINARY TRUCK TURNING
C8.2	PRELIMINARY TRUCK TURNING
C8.3	PRELIMINARY TRUCK TURNING

SHEET INDEX

HPA architecture

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email: hpa@hparchs.com

LICENSED ARCHITECT
YONG H. NAM
C-29451
3-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Developer:

JB2 PARTNERS

3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: COVER SHEET

Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

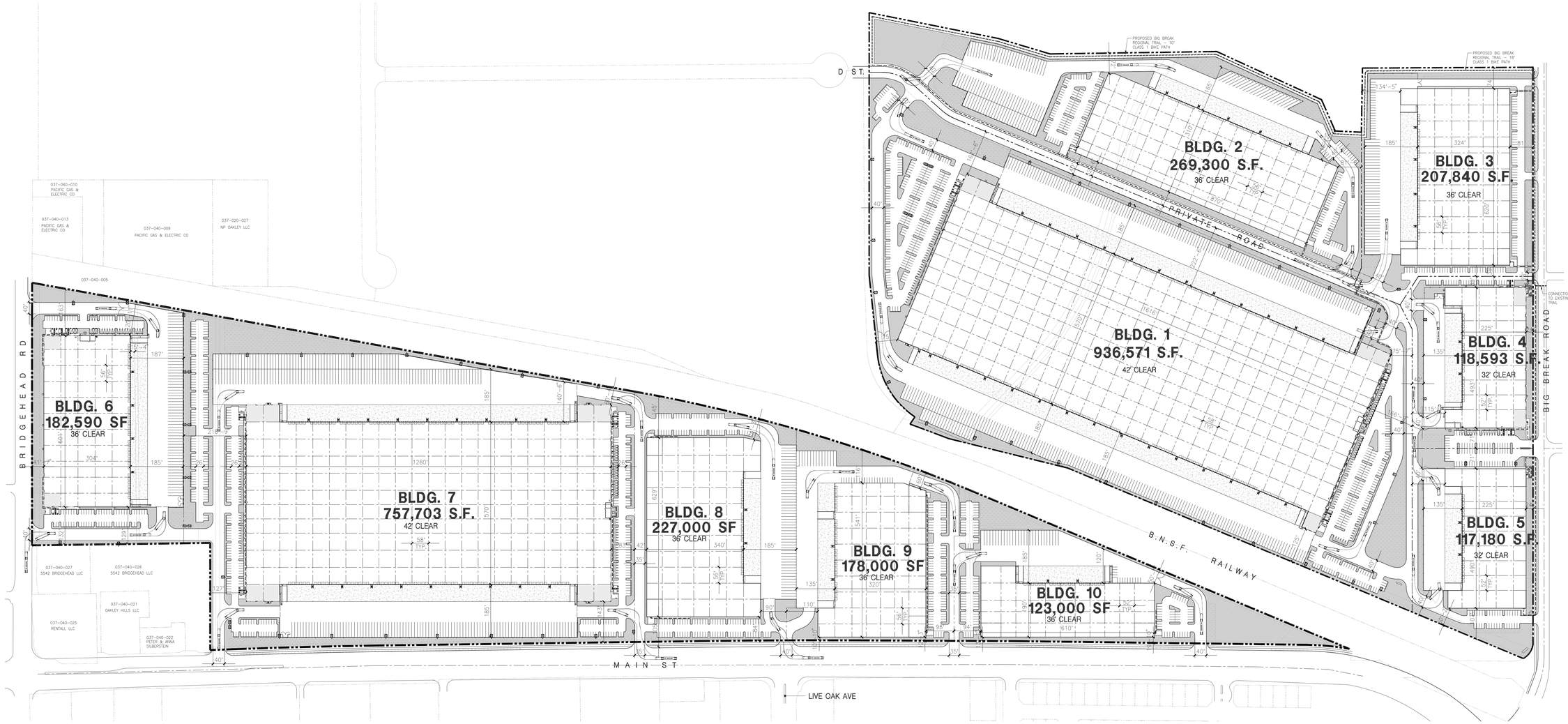
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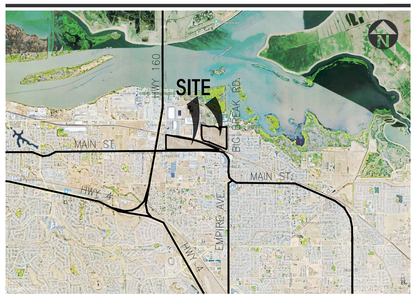


OVERALL SITE PLAN A

scale: 1"=150'-0"

SCALE: 1"= 150'-0"
0 150' 300' 450'
PLAN NORTH

AERIAL MAP



DEVELOPER

JB2 PARTNERS LLC
PHONE: 404-210-3003
CONTACT: ADAM TERRELL

APPLICANT'S REPRESENTATIVE

HPA, INC.
600 GRAND AVE, STE 302
OAKLAND, CA 94610
TEL: 925-413-6896
ATTN: TERESA GOODWIN

ADDRESS OF THE PROPERTY

BIG BREAK ROAD
OAKLEY, CA 94561

LEGAL DESCRIPTION

SEE CIVIL PLANS

BUILDING INFORMATION

CONSTRUCTION TYPE: III B
FIRE SPRINKLERS: YES(ESFR)
ALL BUILDINGS WILL BE PROVIDED EMERGENCY RESPONDER RADIO COVERAGE SYSTEM.

SITE LEGEND

- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS SIZE, 9'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- SITE LIGHTING POLE
- LANDSCAPED AREA
- AC. PAVING – SEE "C" DRAWINGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- LANDSCAPE FINGER PER LOCAL JURISDICTION STANDARD
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- EV CHARGER
- EV CHARGER FOR FUTURE

TABULATION

	BLDG. 1	BLDG. 2	BLDG. 3	BLDG. 4	BLDG. 5	BLDG. 6	BLDG. 7	BLDG. 8	BLDG. 9	BLDG. 10	TOTAL	
SITE AREA												
In s.f.	2,045,987	773,413	454,010	258,514	280,010	462,326	1,599,410	457,343	366,977	370,296	7,068,286	sf
In acres	46.97	17.76	10.42	5.93	6.43	10.61	36.72	10.50	8.42	8.50	162.27	ac
BUILDING AREA												
Office	20,000	8,000	6,000	5,000	5,000	5,000	10,000	4,000	4,000	5,000	72,000	sf
Warehouse	916,571	261,300	201,840	113,593	112,180	177,590	747,703	223,000	174,000	118,000	3,045,777	sf
TOTAL	936,571	269,300	207,840	118,593	117,180	182,590	757,703	227,000	178,000	123,000	3,117,777	sf
FLOOR AREA RATIO												
Maximum Allowed	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	
Actual	0.458	0.348	0.458	0.459	0.418	0.395	0.474	0.496	0.485	0.332	0.441	
SITE COVERAGE												
Maximum Allowed	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Actual	45.8%	34.8%	45.8%	45.9%	41.8%	39.5%	47.4%	49.6%	48.5%	33.2%	44.1%	
AUTO PARKING REQUIRED (PROPOSED PARKING RATIO)												
Office: 1/250 s.f.	80	32	24	20	20	20	40	16	16	20	288	stalls
Whse: 1/2,500 s.f.	367	105	81	45	45	71	299	89	70	47	1,219	stalls
TOTAL	**447**	**137**	**105**	**65**	**65**	**91**	**339**	**105**	**86**	**67**	**1,507**	stalls
AUTO PARKING PROVIDED												
Standard (9' x 19')	488	157	113	72	78	110	392	132	101	120	1763	stalls
TRAILER PARKING PROVIDED												
Trailer (10' x 53')	306	109	40	0	0	64	259	54	13	27	872	stalls
ZONING ORDINANCE												
Zoning - P-1: Light Industrial												
PROPOSED MAXIMUM ALLOWABLE BUILDING HEIGHT												
Height - 60'												
LANDSCAPE REQUIREMENT												
Percentage - See landscape plan												
SETBACKS												
Building												
Front - 10'												
Side - 10'												
Rear - 0, adj to R zone - 20'												

Lanscape
Front - 10'
Side - 10'
Rear - 10'

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LICENSED ARCHITECT YONGE H. KIM C-29451 3-31-25 RENEWAL DATE STATE OF CALIFORNIA

Developer:

JB2 PARTNERS
3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

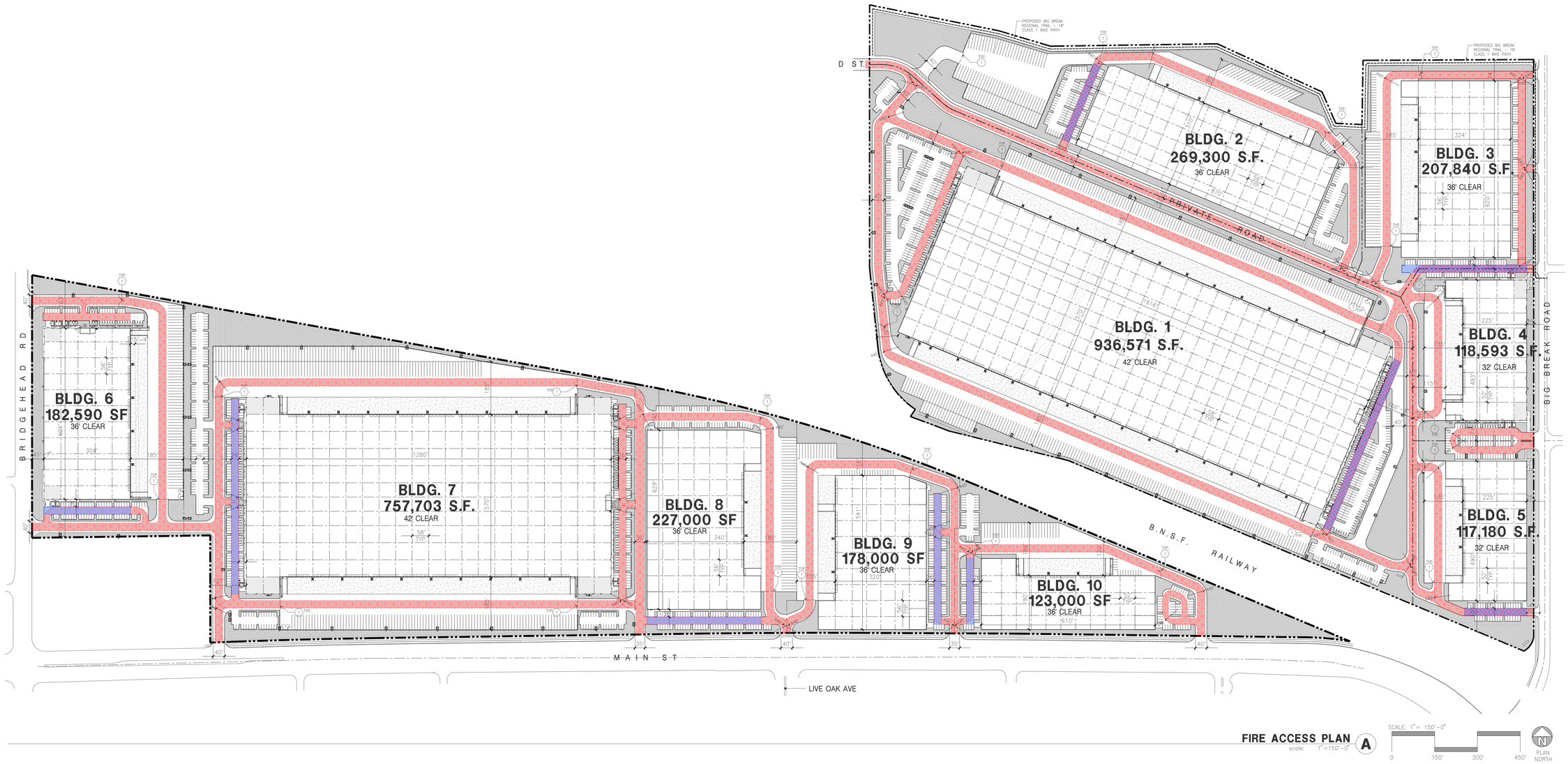
Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: OVERALL SITE PLAN

Project Number: 22626
Drawn by: KZ
Date: 12/04/2023
Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet:

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FIRE ACCESS PLAN (A)
scale: 1"=150'-0"

SCALE: 1"= 150'-0"
0 150' 300' 450'
PLAN NORTH

NOTES

THE BUILDINGS AS PROPOSED SHALL BE PROTECTED WITH AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM COMPLYING WITH THE 2022 EDITION OF NFPA 13. SUBMIT A MINIMUM OF TWO (2) SETS OF PLANS TO THIS OFFICE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. (903.2) CFC, CONTRA COSTA COUNTY GENERAL PLAN/ CONTRA COSTA COUNTY ORDINANCE 2019-37.

NEW BUILDINGS SHALL HAVE APPROVED RADIO COVERAGE FOR EMERGENCY RESPONDERS. AN EMERGENCY RESPONDER RADIO COVERAGE SYSTEM SHALL BE INSTALLED WHEN THE CONDITIONS OF CFC 510.4.1 ARE NOT MET. TESTING SHALL BE CONDUCTED, AND THE RESULTS SUBMITTED TO THE FIRE DISTRICT PRIOR TO THE BUILDING FINAL.

LEGEND

26' WIDE FIRE LANE

AERIAL APPARATUS ACCESS

CURBS AT FIRE LANE SHALL PAINTED RED WITH THE WORDS: NO PARKING-FIRE LANE

KNOX BOX WILL BE PROVIDED AT ALL GATES

KEYNOTES

(1) GATE WITH KNOX BOX

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LICENSED ARCHITECT
YONG J. NAM
C-29451
3-31-25
RENEWAL DATE
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Developer:

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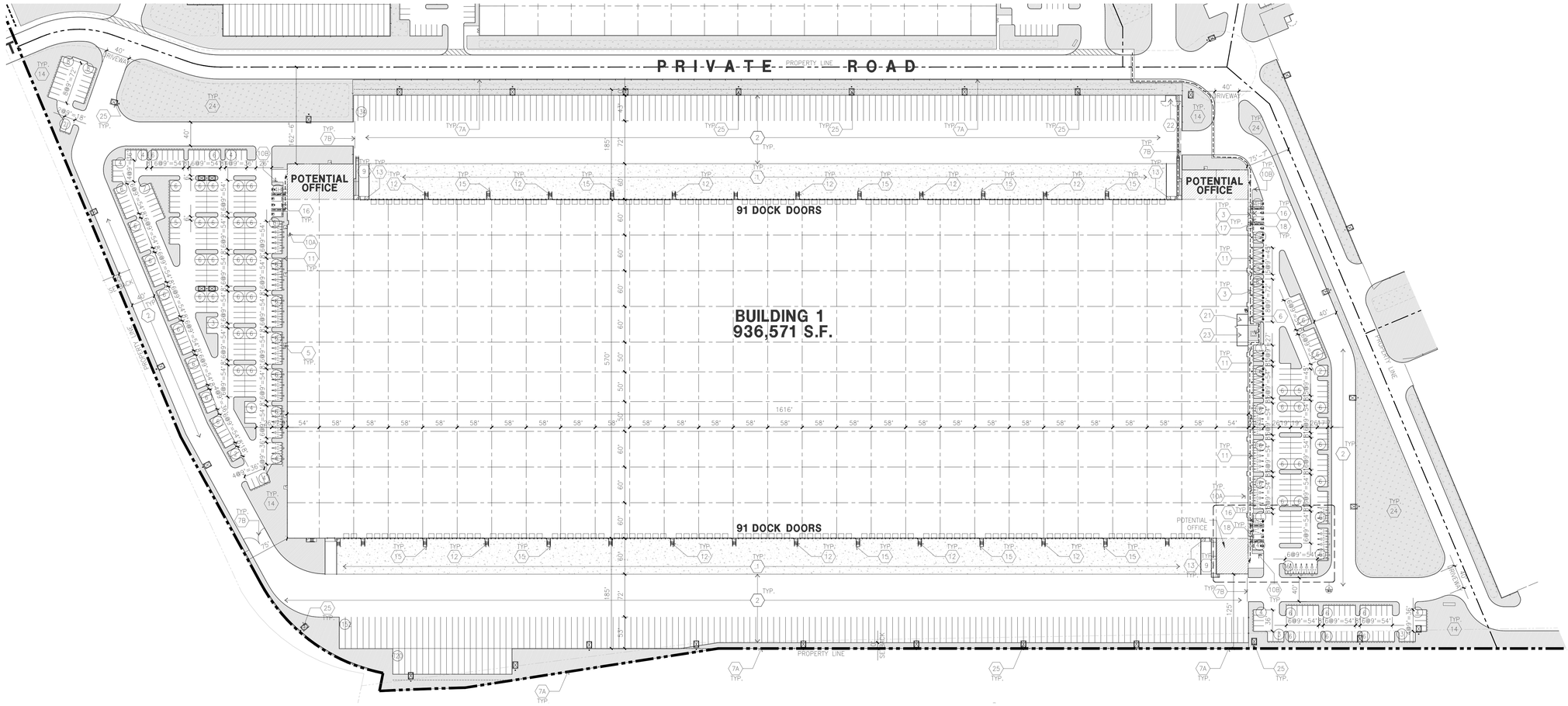
Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: FIRE ACCESS PLAN

Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

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Sheet:
0-DAB-A1.1F



OVERALL SITE PLAN A

scale: 1" = 80'-0"

SCALE: 1" = 80'-0"

0 80' 160' 240' TRUE NORTH

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY CORNERSTONE, PROJECT #1387-1-1, DATE 10/10/2022
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE
17. PROVIDE BOLLARDS AROUND THE HYDRANTS AND RISERS FOR PROTECTION.
18. ONLY LIGHT LOAD CONCRETE TRUCKS (8 CUBIC YARDS MAX.) ARE ALLOWED ON THE WAREHOUSE SLABS.
19. CONCRETE POUR STRIP AT DOCK DOORS TO BE FREE AND CLEAR OF ALL UNDERGROUND PIPING, CONDUITS, ETC. TO ALLOW FOR FUTURE RECESSED DOCK LEVELERS (MINIMUM 10' WIDE). CONDUIT TO BE PLACED IN THE POUR STRIP WITH THE LOADING DOCKS SHALL BE A MINIMUM OF 42" BELOW FINISH FLOOR.

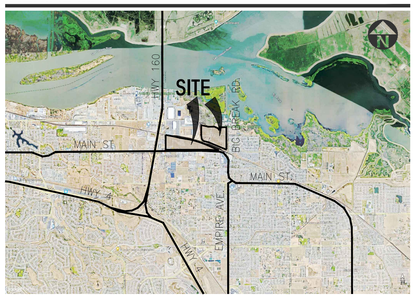
SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT. SEE "C" DRAWINGS.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER "C" AND "L" DRAWINGS.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
6. APPROXIMATE LOCATION OF TRANSFORMER. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY
7A. 8' HIGH CHAIN LINK FENCE
7B. 8' HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT .
8. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
9. CONCRETE RAMP WITH CONCRETE GUARD WALL.
10A. LONG TERM BIKE RACK. SEE 16/DAB-AD.1
10B. SHORT TERM BIKE RACK, SEE DETAIL 16/DAB-AD.1
11. ELECTRIC VEHICLE CHARGER.
12. EXTERIOR CONCRETE STAIR.
13. 12' x 16' DRIVE-IN DOOR
14. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING
15. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOMES.
18. ACCESSIBLE PARKING STALL SIGN.
19. HARDSCAPE AT ENTRANCE, SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE. SEE DETAIL SHEET DAB-AD.1
23. ELECTRICAL ROOM.
24. STORM TREATMENT, SEE "C" DRAWINGS
25. EXTERIOR PARKING LIGHT POLE. SEE "E" DRAWINGS
26. EASEMENT TO BE VACATED

SITE LEGEND

- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS SIZE, 9'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- SITE LIGHTING POLE
- LANDSCAPED AREA
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- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
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- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- EV CHARGER
- EV CHARGER FOR FUTURE

AERIAL MAP



TABULATION

	BLDG. 1	
SITE AREA		
In s.f.	2,045,987	sf
In acres	47.0	ac
BUILDING AREA		
Office	20,000	sf
Warehouse	916,571	sf
TOTAL	936,571	sf
FLOOR AREA RATIO		
Maximum Allowed	0.67	
Actual	0.46	
SITE COVERAGE		
Maximum Allowed	50.0%	
Actual	45.8%	
AUTO PARKING REQUIRED (PROPOSED PARKING RATIO)		
Office: 1/250 s.f.	80	stalls
Whse: 1/2,500 s.f.	367	stalls
TOTAL	447	stalls
AUTO PARKING PROVIDED		
Standard (9' x 19')	379	stalls
Accessible Standard	5	stalls
Accessible Van	5	stalls
EV Capable	99	stalls
- EV Capable w ithout EVSE	74	stalls
- EV Capable w ith EVSE	23	stalls
- EV accessible Standard	1	stalls
- EV Van accessible	1	
TOTAL	488	stalls
TRAILER PARKING PROVIDED		
Trailer (10' x 53')	306	stalls
BICYCLE PARKING REQUIRED		
Long term: 5% of required auto parki	23	
Short term: 5% of required auto parki	23	
BICYCLE PARKING PROVIDED		
Long term:	24	
Short term:	24	
ZONING ORDINANCE		
Zoning - P-1: Light Industrial		
PROPOSED MAXIMUM ALLOWABLE BUILDING HEIGHT		
Height - 60'		
LANDSCAPE REQUIREMENT		
Percentage - See landscape plan		
SETBACKS		
Building	Landscape	
Front - 10'	Front - 15'	
Side - 10'	Side - 10'	
Rear - 0, adj to R zone - 20'	Rear - 10'	

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fax: 949•863•0851
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Oakley, CA

Consultants:

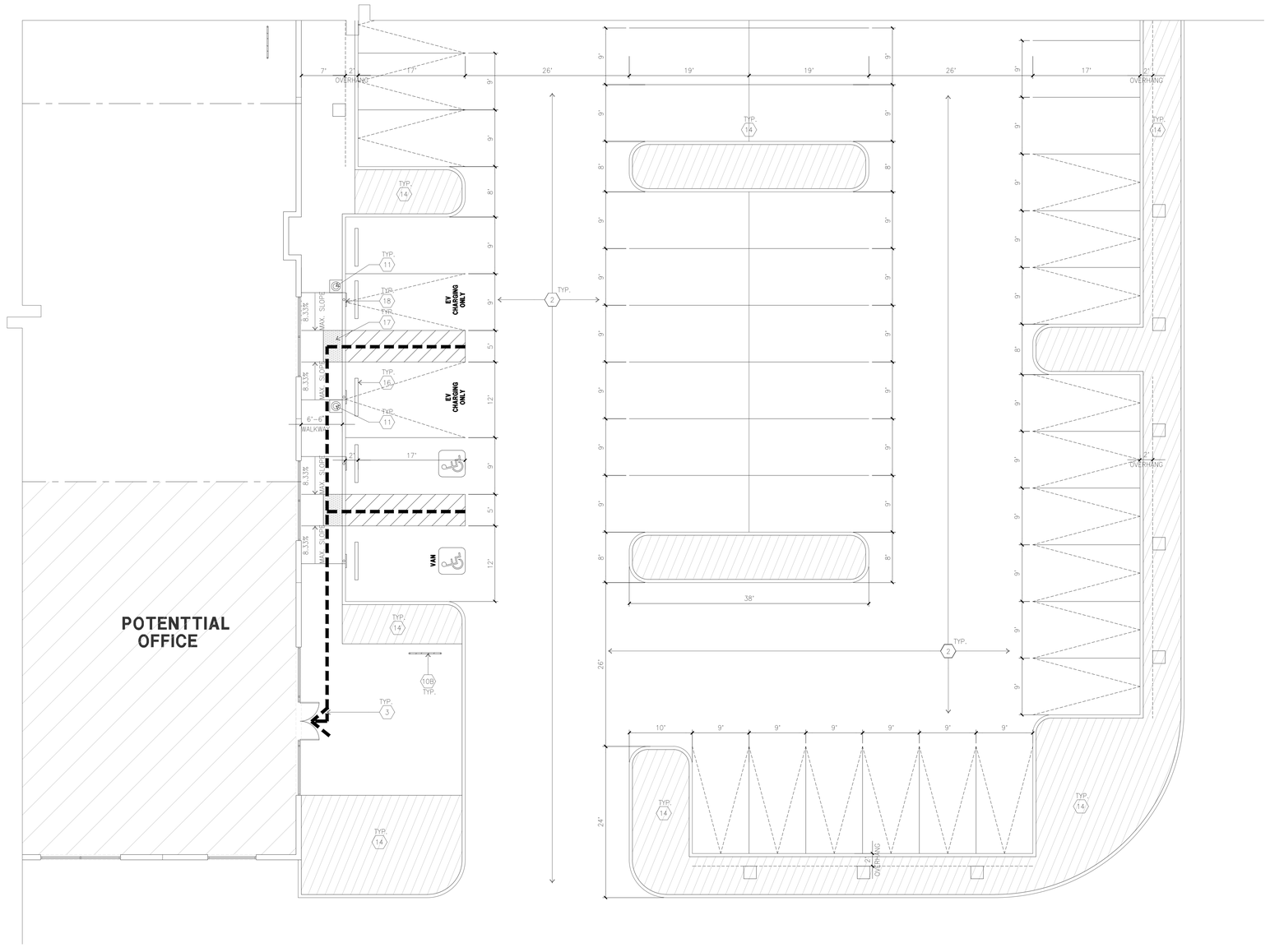
Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: OVERALL SITE PLAN

Project Number: 22626
Drawn by: KZ
Date: 12/04/2023
Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet:

1-DAB-A1.1



ENLARGE SITE PLAN
scale: 1/8"=1'-0" A

SCALE: 1/8"=1'-0"
0 8' 16' 24'
TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT. SEE "C" DRAWINGS.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER "C" AND "L" DRAWINGS.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
6. APPROXIMATE LOCATION OF TRANSFORMER. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY
7A. 8' HIGH CHAIN LINK FENCE
7B. 8' HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT .
8. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
9. CONCRETE RAMP WITH CONCRETE GUARD WALL.
10A. LONG TERM BIKE RACK. SEE 16/DAB-AD.1
10B. SHORT TERM BIKE RACK, SEE DETAIL 16/DAB-AD.1
11. ELECTRIC VEHICLE CHARGER.
12. EXTERIOR CONCRETE STAIR.
13. 12' x 16' DRIVE-IN DOOR
14. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING
15. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOMES.
18. ACCESSIBLE PARKING STALL SIGN.
19. HARDSCAPE AT ENTRANCE. SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE. SEE DETAIL SHEET DAB-AD.1
23. ELECTRICAL ROOM.
24. STORM TREATMENT, SEE "C" DRAWINGS
25. EXTERIOR PARKING LIGHT POLE. SEE "E" DRAWINGS
26. EASEMENT TO BE VACATED

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY CORNERSTONE, PROJECT #1387-1-1, DATE 10/10/2022
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE.
17. PROVIDE BOLLARDS AROUND THE HYDRANTS AND RISERS FOR PROTECTION.
18. ONLY LIGHT LOAD CONCRETE TRUCKS (8 CUBIC YARDS MAX.) ARE ALLOWED ON THE WAREHOUSE SLABS.
19. CONCRETE POUR STRIP AT DOCK DOORS TO BE FREE AND CLEAR OF ALL UNDERGROUND PIPING, CONDUITS, ETC. TO ALLOW FOR FUTURE RECESSED DOCK LEVELERS (MINIMUM 10' WIDE). CONDUIT TO BE PLACED IN THE POUR STRIP WITH THE LOADING DOCKS SHALL BE A MINIMUM OF 42" BELOW FINISH FLOOR.

SITE LEGEND

- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS SIZE, 9'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- LANDSCAPED AREA
- AC. PAVING - SEE " DRAWINGS. FOR THICI
- CONCRETE PAVING SI DRWGS. FOR THICKNI
- LANDSCAPE FINGER F JURISDICTION STANDA
- PROPERTY LI
- ACCESSIBILITY 48" MIN WIDI 2% MAX CRC
- EV CHARGER
- EV CHARGER FOR FUTI

HPA architecture 42 Years
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email: hpa@hparchs.com

LICENSED ARCHITECT TIONG LAN KWA C-28451 3-31-25 RENEWAL DATE STATE OF CALIFORNIA

Developer:

JB2 PARTNERS
3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

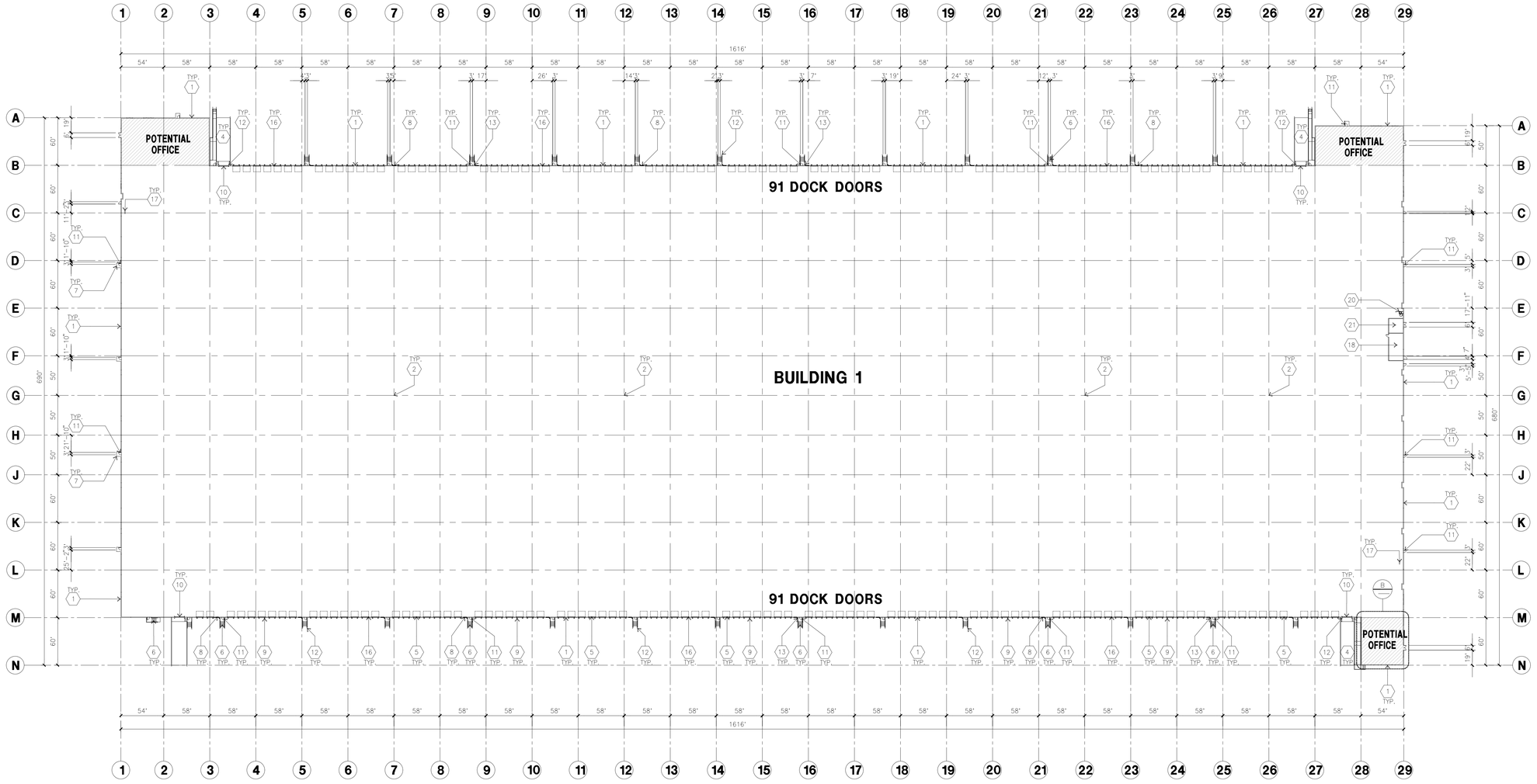
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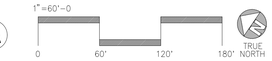
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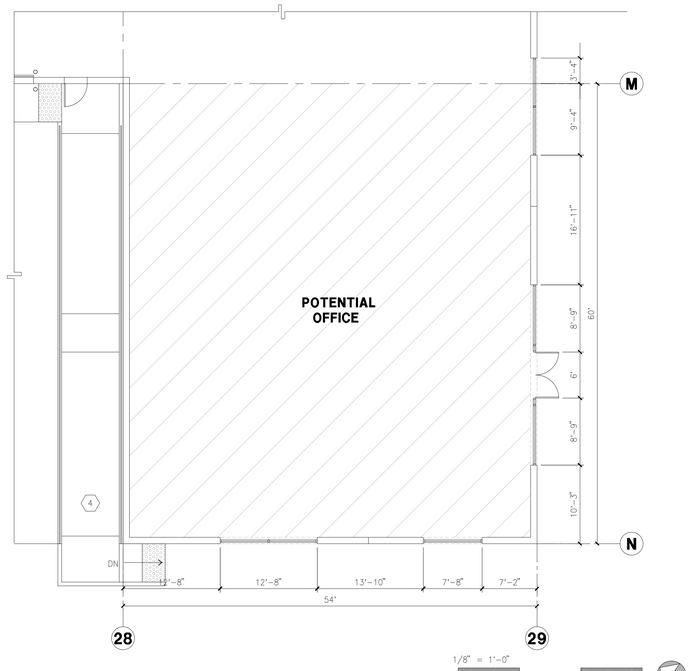
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OVERALL FLOOR PLAN A

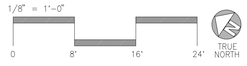
scale: 1"=60'-0"





ENLARGED FLOOR PLAN B

scale: 1/8" = 1'-0"



KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE ENLARGED PLANS AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42" HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDES OF RAMP.
5. 9' X 10' DOCK DOOR. SECTIONAL O.H. STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
6. EXTERIOR METAL STAIR.
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX.
8. 4'X8' METAL LOUVER.
9. DOCK DOOR BUMPER.
10. 12' X 14' DRIVE THRU. SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
11. 3' X 7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
12. CONC. FILLED GUARD POST, 6" DIA. U.N.O., 48"H.
13. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
14. NOT USED
15. NOT USED
16. Z GUARD.
17. INTERIOR BIKE RACK.
18. ELECTRICAL ROOM.
19. METAL CANOPY ABOVE.
20. ROOF ACCESS LADDER.
21. FIRE PUMP ROOM.

GENERAL NOTES - FLOOR PLAN

1. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 125' O.C. MAX. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS. INSURE HEAT AND SMOKE VENTS AS REQ'D COMPLY WITH TABLE 910.3 CBC
2. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
3. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
4. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
5. THE BUILDING FLOOR SLAB IS FLAT/SLOPED, SEE CIVIL.
6. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
7. PROVIDE 6" DIA. CONCRETE BOLLARD AT ALL FIRE RISER AND UNPROTECTED INTERIOR ROOF DRAIN.
8. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
9. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
10. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A5.1. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
11. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
12. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.
13. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
14. PROVIDE FIRE EXTINGUISHERS AT LOCATIONS DETERMINED BY FIRE DEPARTMENT.
15. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
16. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL ON ALL ACCESSIBLE ENTRANCES PER CBC 11B-216.6.
17. ALL INTERIOR AND EXTERIOR WALKING SURFACES TO BE NON-SLIP TYPE

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION – 95%
2. TRENCH COMPACTION – 90%
3. BUILDING FLOOR SLAB: SEE STRUCTURAL DRAWINGS FOR DETAILS.
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
6. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
7. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
8. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
9. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
10. NO Y ASH IN THE CONCRETE
11. WHERE [hatch] INDICATED, PROVIDE VAPOR BARRIER (15 MIL STEGO OR EQUAL) CONFORMING TO ASTM E 1745 UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION. CONCRETE SLAB IN OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
12. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER
13. SHURESEAL,LAPIDOLITH OR APPROVED EQUAL FLOOR SEALER APPLIED ONE COAT AT END OF JOB IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
14. NO PERMANENT GREASE PEN PANEL MARKS ON FLOOR SLAB. NO RED CAULK MARKS. ALL CONSTRUCTION MARKS TO BE REMOVED BEFORE SEALING.
15. 10' POUR STRIP AT TRUCK DOOR, 4FT. MAX. ELSEWHERE.
16. ALL FLOOR SLAB NAIL OR BRACE FRAME HOLES FILLED WITH APPROVED 2 PART EPOXY COMPOUND TO MATCH CONCRETE COLOR. PEGA BOND LV 2000,BURKE EPOXY INJECTION RESIN OR EQUAL.
17. PROVIDE FIRE EXTINGUISHERS PER FIRE DEPARTMENT REQUIREMENT.
18. MM-80 AT SPEED BAY ONLY, PRICE AS ADDITIONAL ALTERNATE

PAINT NOTES

INTERIOR GYP. BD. WALLS : SINGLE COAT OF ACRYLIC PAINT FRAZEE "WHITE" ON INTERIOR WALLS.

ALL STRUCTURAL STEEL MEMBER INC. COLUMNS, LEDGERS, JOISTS, & GIRDERS SHALL HAVE LIGHT GRAY SHOP PRIMER.

INTERIOR STEEL COLUMNS : PAINT OSHA YELLOW 10" A.F.F. ABOVE 12" APPLY ONE COAT OF WHITE PAINT.

PIPE BOLLARDS SHALL HAVE TWO COATS OF ENAMEL "OSHA YELLOW".

EXTERIOR CONCRETE WALLS WILL HAVE ONE COAT OF PRIMER AND ONE FINISH COAT OF PAINT.

ALL EXTERIOR HOLLOW METAL DOORS AND DOCK DOORS TO HAVE ONE COAT OF EXTERIOR PRIMER AND TWO COATS OF ACRYLIC PAINT TO MATCH ADJACENT SURFACE COLORS. PIPE STEEL HANDRAILS SHALL HAVE TWO COATS OF LATEX PAINT.

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LICENSED ARCHITECT
JOHN G. TAM
C-29451
3-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Developer:

JB2 PARTNERS
3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

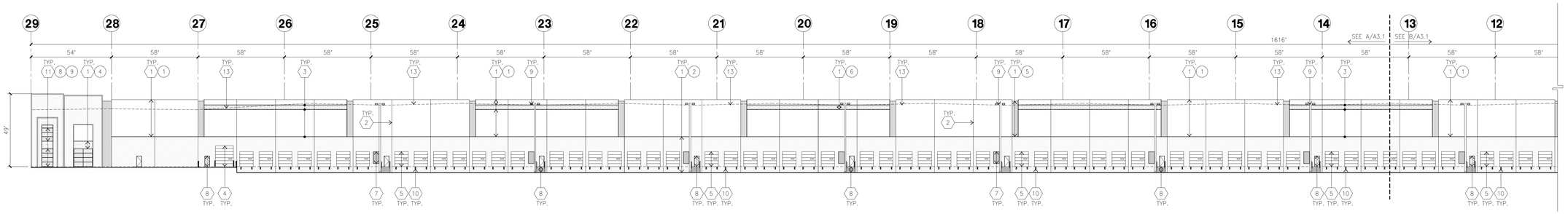
Civil :	KIER & WRIGHT
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Title: OVERALL FLOORPLAN

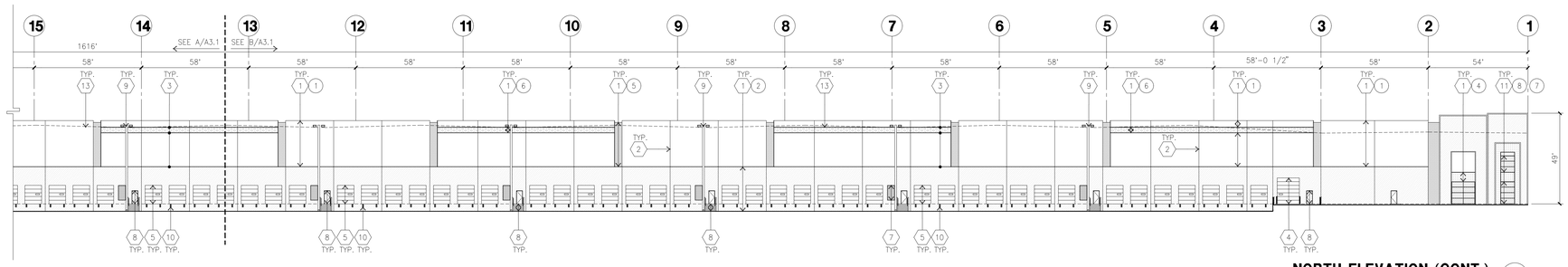
Project Number:	22626
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Revision:
1st planning submittal 12/04/2023
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Sheet:
1-DAB-A2.1



NORTH ELEVATION A
scale: 1" = 30'-0"



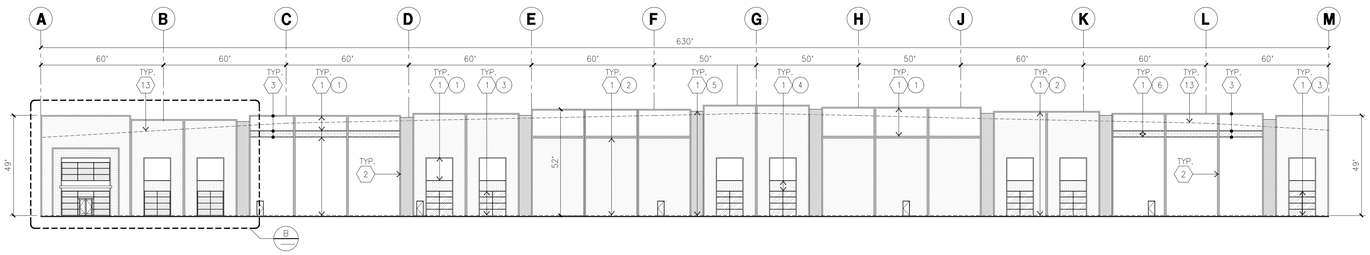
NORTH ELEVATION (CONT.) B
scale: 1" = 30'-0"

KEYNOTES - ELEVATIONS

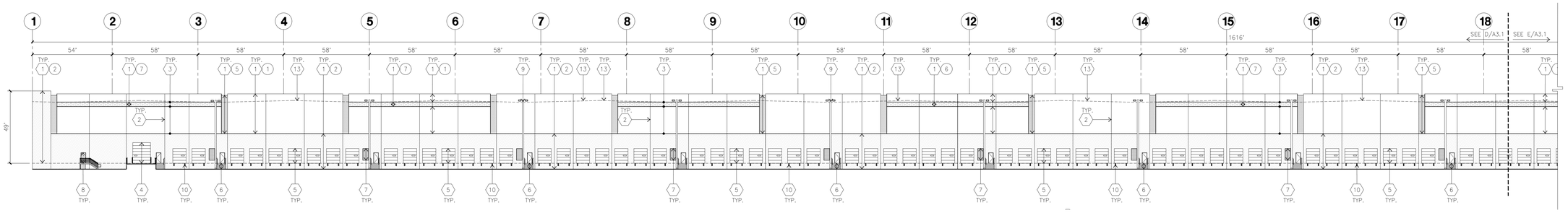
1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL TUBE STEEL CANOPY
13. ROOF LINE BEYOND

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION, GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST CITY REQUIRED WIND SPEED, EXPOSURE AND WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT SEVERAL CONCRETE PANEL W/ SELECTED COLORS, LOCATION TO BE SELECTED BY ARCHITECT. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON
L. EXTERIOR STAIRS AND RAMPS TO MATCH BUILDING COLOR. RAILINGS TO MATCH BUILDING COLOR
M. ALL DOORS TO BE PAINTED THE SAME COLOR AS THE ADJACENT WALL.



WEST ELEVATION C
scale: 1" = 30'-0"



SOUTH ELEVATION D
scale: 1" = 30'-0"

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP PANEL, COLOR : SHERWIN WILLIAMS SW7005 PURE WHITE
2. CONCRETE TILT-UP PANEL, COLOR : SHERWIN WILLIAMS SW7064 PASSIVE
3. CONCRETE TILT-UP PANEL, COLOR : SHERWIN WILLIAMS SW7065 ARGOS
4. CONCRETE TILT-UP PANEL, COLOR : SHERWIN WILLIAMS SW7066 GRAY MATTERS
5. CONCRETE TILT-UP PANEL, COLOR : SHERWIN WILLIAMS SW9163 TIN LIZZIE
6. CONCRETE TILT-UP PANEL, COLOR : SHERWIN WILLIAMS SW6524 COMMODORE
7. GLAZING COLOR : BLUE GLAZING
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. CANOPY MATERIAL : SHERWIN WILLIAMS SW7005 PURE WHITE
10. DOOR COLORS : MATCH BUILDING COLOR
11. CANOPY MATERIAL : METALLIC PAINT COOL TONE PRIMER

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

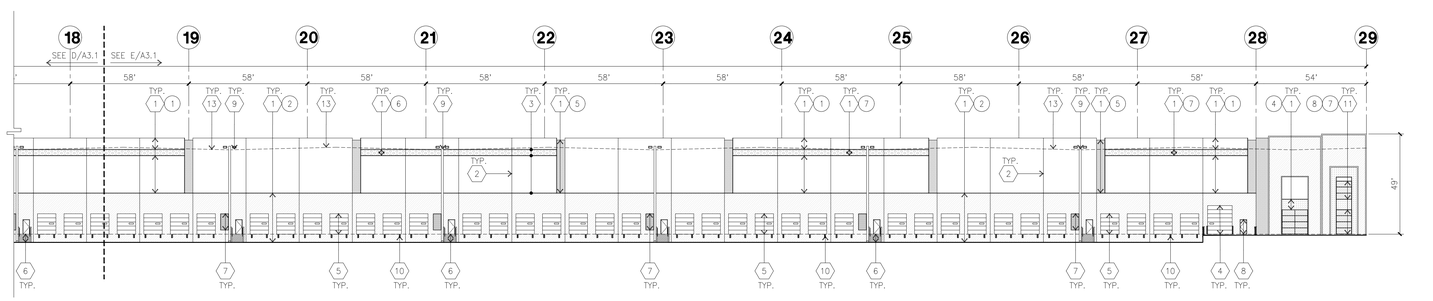
IV — INSULATED VISION GLASS

SG — SPANDREL GLASS WITH CONCRETE BEHIND

IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH OPACI-COAT-300 WARM GRAY INSTALLED ON CONCRETE.

MULLIONS : ANODIZED CLEAR.



SOUTH ELEVATION (CONT) E
scale: 1" = 30'-0"

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600 Grand Ave, suite 302
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94610
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LICENSED ARCHITECT — HOWARD K. PAM — C-29451 — 3-31-23 RENEWAL DATE — STATE OF CALIFORNIA

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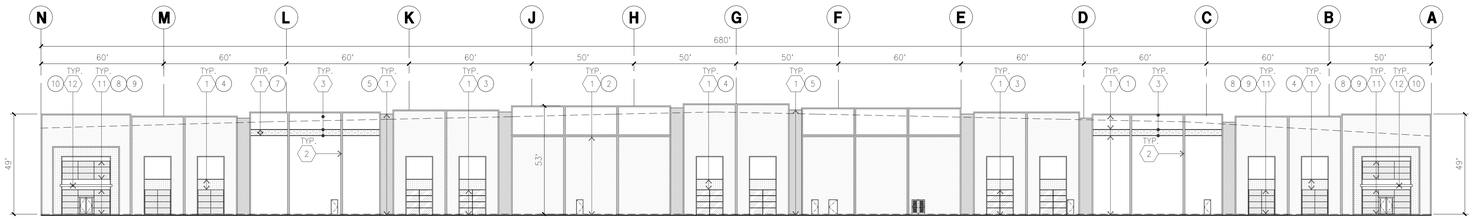
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Title: ELEVATIONS

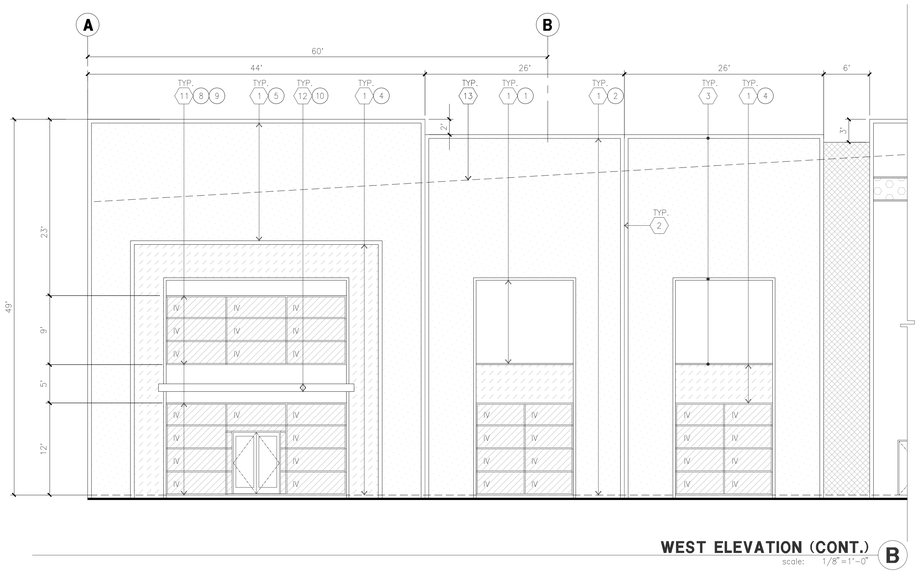
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EAST ELEVATION
scale: 1" = 30'-0" A



WEST ELEVATION (CONT.)
scale: 1/8" =1'-0" B

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL TUBE STEEL CANOPY
13. ROOF LINE BEYOND

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST CITY REQUIRED WIND SPEED, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT SEVERAL CONCRETE PANEL W/ SELECTED COLORS, LOCATION TO BE SELECTED BY ARCHITECT. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON.
L. EXTERIOR STAIRS AND RAMPS TO MATCH BUILDING COLOR. RAILINGS TO MATCH BUILDING COLOR.
M. ALL DOORS TO BE PAINTED THE SAME COLOR AS THE ADJACENT WALL.

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7005 PURE WHITE
2. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7064 PASSIVE
3. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7065 ARGOS
4. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7066 GRAY MATTERS
5. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW9163 TIN LIZZIE
6. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW6524 COMMODORE
7. GLAZING COLOR : BLUE GLAZING
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. CANOPY MATERIAL : SHERWIN WILLIAMS SW7005 PURE WHITE
10. DOOR COLORS : MATCH BUILDING COLOR
11. CANOPY MATERIAL : METALLIC PAINT COOL TONE PRIMER

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

IV INSULATED VISION GLASS

SC SPANDREL GLASS WITH CONCRETE BEHIND

IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH OPACI-COAT-300 WARM GRAY INSTALLED ON CONCRETE.

MULLIONS : ANODIZED CLEAR.

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LICENSED ARCHITECT
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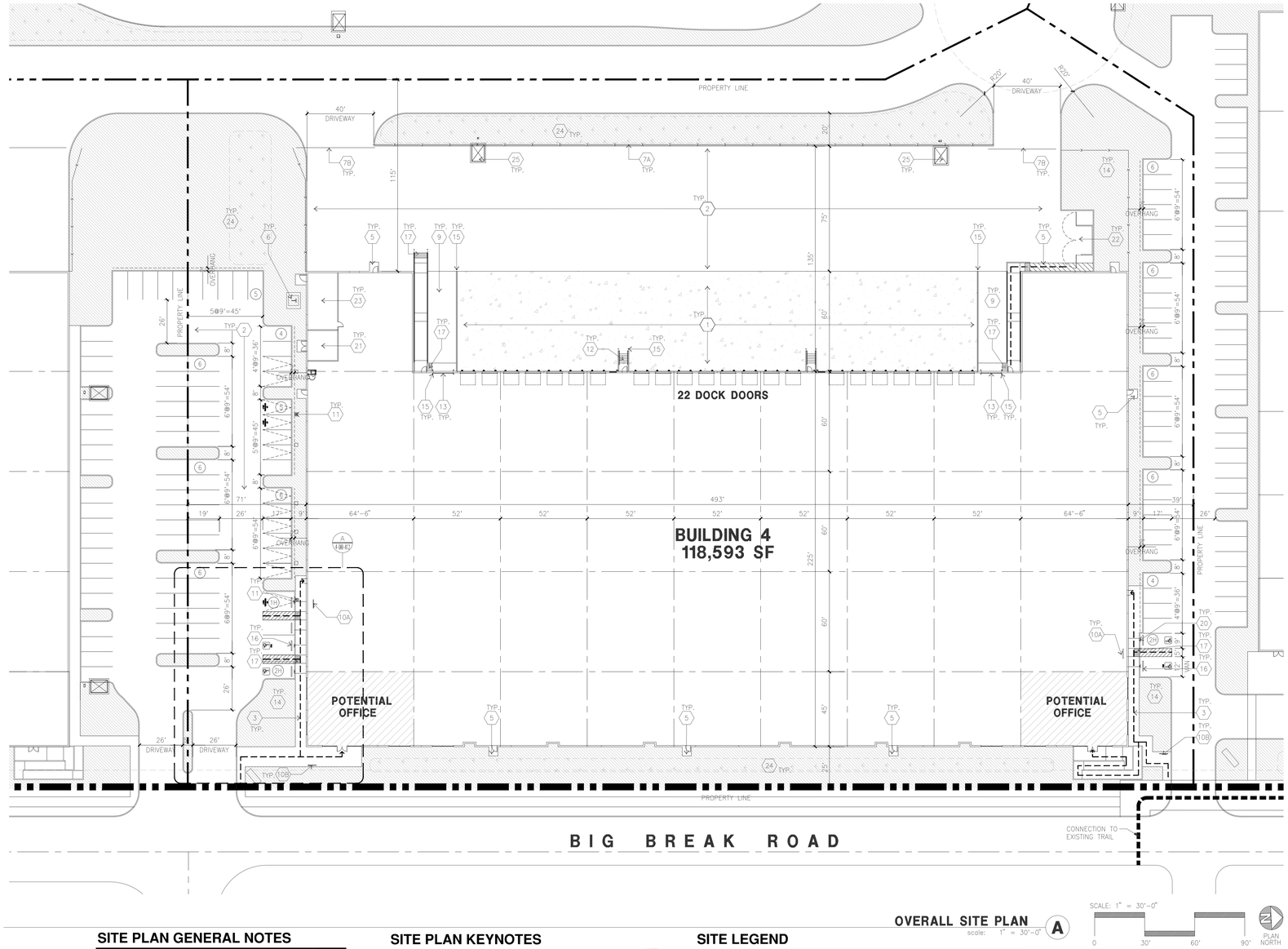
Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: ELEVATIONS

Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet:
1-DAB-A3.2



OVERALL SITE PLAN

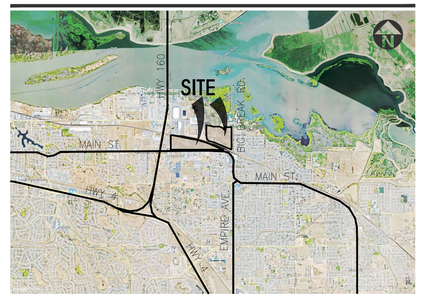
scale: 1" = 30'-0"

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0 30' 60' 90'

PLAN NORTH

AERIAL MAP



TABULATION

	BLDG. 4	
SITE AREA		
In s.f.	258,514	sf
In acres	5.9	ac
BUILDING AREA		
Office	5,000	sf
Warehouse	113,593	sf
TOTAL	118,593	sf
FLOOR AREA RATIO		
Maximum Allowed	0.67	
Actual	0.46	
SITE COVERAGE		
Maximum Allowed	50.0%	
Actual	45.9%	
AUTO PARKING REQUIRED (PROPOSED PARKING RATIO)		
Office: 1/250 s.f.	20	stalls
Whse: 1/2,500 s.f.	45	stalls
TOTAL	65	stalls
AUTO PARKING PROVIDED		
Standard (9' x 19')	52	stalls
Accessible Standard	2	stalls
Accessible Van	2	stalls
EV Capable	13	stalls
- EV Capable without EVSE	10	stalls
- EV Capable with EVSE	2	stalls
- EV Van accessible	1	stalls
TOTAL	72	stalls
TRAILER PARKING PROVIDED		
Trailer (10' x 53')	0	stalls
BICYCLE PARKING REQUIRED		
Long term: 5% of required auto parki	4	
Short term: 5% of required auto park	4	
BICYCLE PARKING PROVIDED		
Long term:	4	
Short term:	4	
ZONING ORDINANCE		
Zoning - P-1: Light Industrial		
PROPOSED MAXIMUM ALLOWABLE BUILDING HEIGHT		
Height - 60'		
LANDSCAPE REQUIREMENT		
Percentage - See landscape plan		
SETBACKS		

Building	Landscape
Front - 10'	Front - 15'
Side - 10'	Side - 10'
Rear - 0, adj to R zone - 20'	Rear - 10'

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY CORNERSTONE, PROJECT #1387-1-1, DATE 10/10/2022
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE
17. PROVIDE BOLLARDS AROUND THE HYDRANTS AND RISERS FOR PROTECTION.
18. ONLY LIGHT LOAD CONCRETE TRUCKS (8 CUBIC YARDS MAX.) ARE ALLOWED ON THE WAREHOUSE SLABS.
19. CONCRETE POUR STRIP AT DOCK DOORS TO BE FREE AND CLEAR OF ALL UNDERGROUND PIPING, CONDUITS, ETC. TO ALLOW FOR FUTURE RECESSED DOCK LEVELERS (MINIMUM 10' WIDE). CONDUIT TO BE PLACED IN THE POUR STRIP WITH THE LOADING DOCKS SHALL BE A MINIMUM OF 42" BELOW FINISH FLOOR.

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT. SEE "C" DRAWINGS.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER "C" AND "L" DRAWINGS.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
6. APPROXIMATE LOCATION OF TRANSFORMER. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY
7A. 8' HIGH CHAIN LINK FENCE
7B. 8' HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT .
8. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
9. CONCRETE RAMP WITH CONCRETE GUARD WALL.
10A. LONG TERM BIKE RACK. SEE 16/DAB-AD.1
10B. SHORT TERM BIKE RACK, SEE DETAIL 16/DAB-AD.1
11. ELECTRIC VEHICLE CHARGER.
12. EXTERIOR CONCRETE STAIR.
13. 12' x 16' DRIVE-IN DOOR
14. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING
15. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOMES.
18. ACCESSIBLE PARKING STALL SIGN.
19. HARDSCAPE AT ENTRANCE. SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE. SEE DETAIL SHEET DAB-AD.1
23. ELECTRICAL ROOM.
24. STORM TREATMENT, SEE "C" DRAWINGS
25. EXTERIOR PARKING LIGHT POLE. SEE "E" DRAWINGS

SITE LEGEND

- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
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LICENSED ARCHITECT YONG J. YAM C-29451 3-31-25 RENEWAL DATE STATE OF CALIFORNIA

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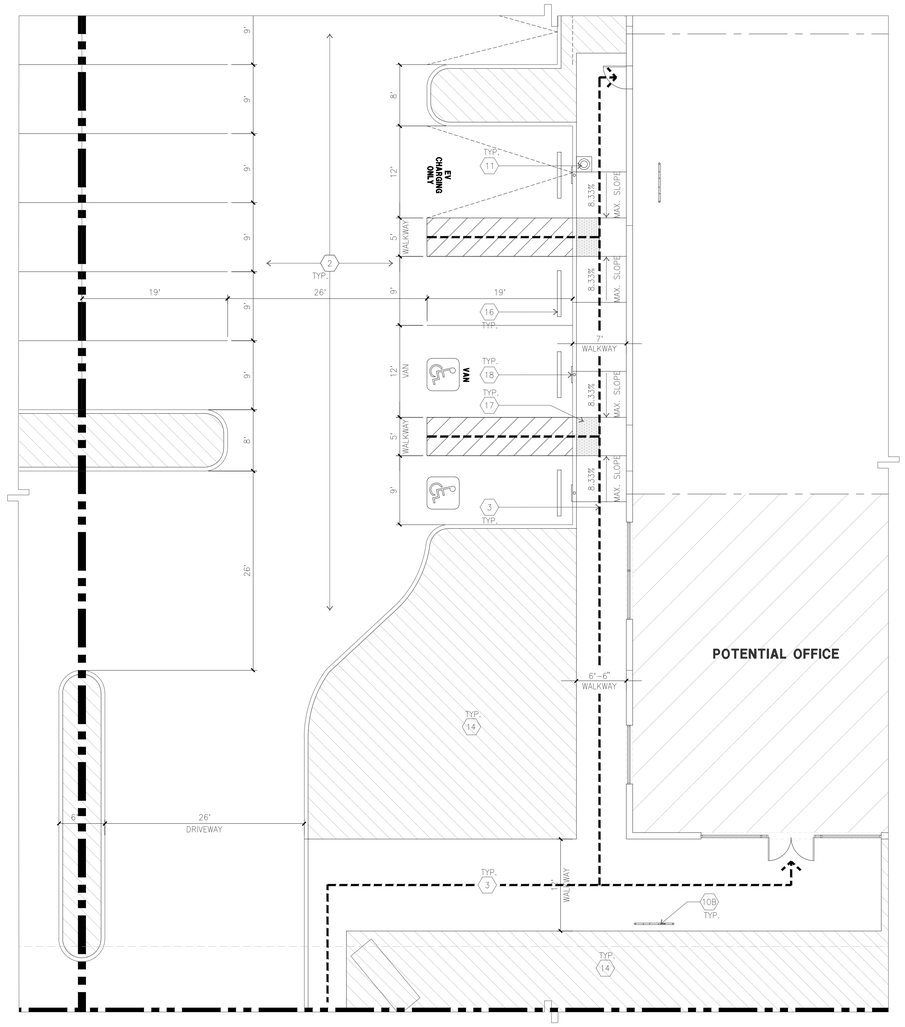
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ENLARGED SITE PLAN

scale: 1/8" = 1'-0" A

SCALE: 1/8" = 1'-0"

0 8' 16' 24'

PLAN NORTH

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26. EASEMENT TO BE VACATED

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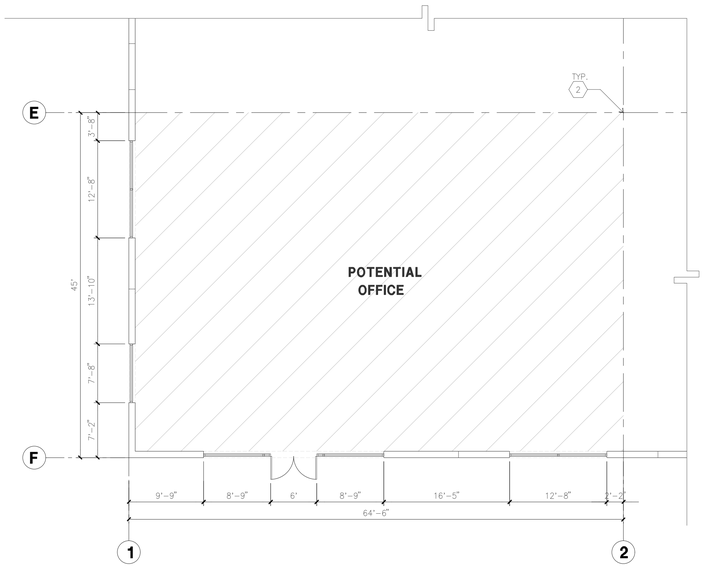
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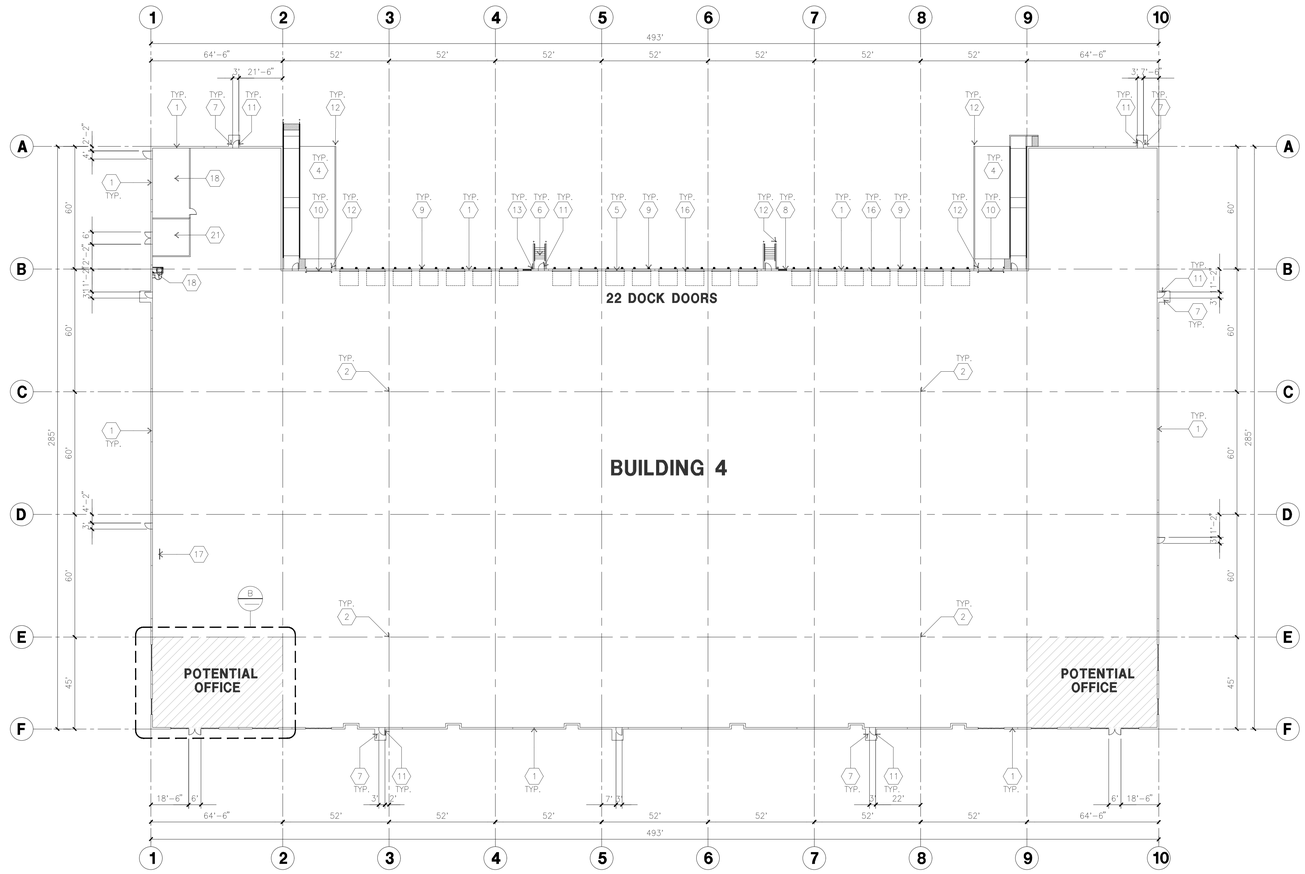
ENLARGED FLOOR PLAN

scale: 1/8" = 1'-0" B

SCALE: 1/8" = 1'-0"

0 8' 16' 24'

TRUE NORTH



OVERALL FLOOR PLAN

scale: 1" = 30'-0" A

SCALE: 1" = 30'-0"

0 30' 60' 90'

TRUE NORTH

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE ENLARGED PLANS AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42" HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDES OF RAMP.
5. 9' X 10' DOCK DOOR, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
6. EXTERIOR METAL STAIR.
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX.
8. 4'X8' METAL LOUVER.
9. DOCK DOOR BUMPER.
10. 12' X 14' DRIVE THRU, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
11. 3" X 7" HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
12. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 48"H.
13. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
14. NOT USED
15. NOT USED
16. Z GUARD.
17. INTERIOR BIKE RACK.
18. ELECTRICAL ROOM.
19. METAL CANOPY ABOVE.
20. ROOF ACCESS LADDER.
21. FIRE PUMP ROOM.

GENERAL NOTES - FLOOR PLAN

1. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 125' O.C. MAX. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS. INSURE HEAT AND SMOKE VENTS AS REQ'D COMPLY WITH TABLE 910.3 CBC
2. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
3. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
4. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
5. THE BUILDING FLOOR SLAB IS FLAT/SLOPED, SEE CIVIL.
6. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
7. PROVIDE 6" DIA. CONCRETE BOLLARD AT ALL FIRE RISER AND UNPROTECTED INTERIOR ROOF DRAIN.
8. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
9. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
10. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A5.1. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
11. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
12. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE.
13. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
14. PROVIDE FIRE EXTINGUISHERS AT LOCATIONS DETERMINED BY FIRE DEPARTMENT.
15. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
16. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL ON ALL ACCESSIBLE ENTRANCES PER CBC 11B-216.6
17. ALL INTERIOR AND EXTERIOR WALKING SURFACES TO BE NON-SLIP TYPE

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB: SEE STRUCTURAL DRAWINGS FOR DETAILS.
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
6. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
7. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
8. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
9. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
10. NO FLY ASH IN THE CONCRETE
11. WHERE [hatch] INDICATED, PROVIDE VAPOR BARRIER (15 MIL STEGO OR EQUAL) CONFORMING TO ASTM E 1745 UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION. CONCRETE SLAB IN OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
12. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER
13. SHURESEAL,LAPIDOLITH OR APPROVED EQUAL FLOOR SEALER APPLIED ONE COAT AT END OF JOB IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
14. NO PERMANENT GREASE PEN PANEL MARKS ON FLOOR SLAB. NO RED CAULK MARKS. ALL CONSTRUCTION MARKS TO BE REMOVED BEFORE SEALING.
15. 10' POUR STRIP AT TRUCK DOOR. 4FT. MAX. ELSEWHERE.
16. ALL FLOOR SLAB NAIL OR BRACE FRAME HOLES FILLED WITH APPROVED 2 PART EPOXY COMPOUND TO MATCH CONCRETE COLOR. PEGA BOND LV 2000,BURKE EPOXY INJECTION RESIN OR EQUAL.
17. PROVIDE FIRE EXTINGUISHERS PER FIRE DEPARTMENT REQUIREMENT.
18. MM-80 AT SPEED BAY ONLY, PRICE AS ADDITIONAL ALTERNATE

PAINT NOTES

INTERIOR GYP. BD. WALLS : SINGLE COAT OF ACRYLIC PAINT FRAZEE "WHITE" ON INTERIOR WALLS.

ALL STRUCTURAL STEEL MEMBER INC. COLUMNS, LEDGERS, JOISTS, & GIRDERS SHALL HAVE LIGHT GRAY SHOP PRIMER.

INTERIOR STEEL COLUMNS : PAINT OSHA YELLOW 10" A.F.F. ABOVE 12' APPLY ONE COAT OF WHITE PAINT

PIPE BOLLARDS SHALL HAVE TWO COATS OF ENAMEL "OSHA YELLOW".

EXTERIOR CONCRETE WALLS WILL HAVE ONE COAT OF PRIMER AND ONE FINISH COAT OF PAINT.

ALL EXTERIOR HOLLOW METAL DOORS AND DOCK DOORS TO HAVE ONE COAT OF EXTERIOR PRIMER AND TWO COATS OF ACRYLIC PAINT TO MATCH ADJACENT SURFACE COLORS. PIPE STEEL HANDRAILS SHALL HAVE TWO COATS OF LATEX PAINT.

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LICENSED ARCHITECT
DONG NAM
C-29451
3-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Developer:

JB2 PARTNERS

3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: OVERALL SITE PLAN

Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

Revision:

1st planning submittal 12/04/2023

2nd planning submittal 06/07/2024

Sheet:

4-DAB-A2.1

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL - ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL TUBE STEEL CANOPY
13. ROOF LINE BEYOND

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION; GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST CITY REQUIRED WIND SPEED, EXPOSURE "C". WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT SEVERAL CONCRETE PANEL W/ SELECTED COLORS. LOCATION TO BE SELECTED BY ARCHITECT. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON.
L. EXTERIOR STAIRS AND RAMPS TO MATCH BUILDING COLOR. RAILINGS TO MATCH BUILDING COLOR.
M. ALL DOORS TO BE PAINTED THE SAME COLOR AS THE ADJACENT WALL.

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7005 PURE WHITE
2. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7064 PASSIVE
3. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7065 ARGOS
4. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7066 GRAY MATTERS
5. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW9163 TIN LIZZIE
6. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW6524 COMMODORE
7. GLAZING COLOR : BLUE GLAZING
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. CANOPY MATERIAL : SHERWIN WILLIAMS SW7005 PURE WHITE
10. DOOR COLORS : MATCH BUILDING COLOR
11. CANOPY MATERIAL : METALLIC PAINT COOL TONE PRIMER

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

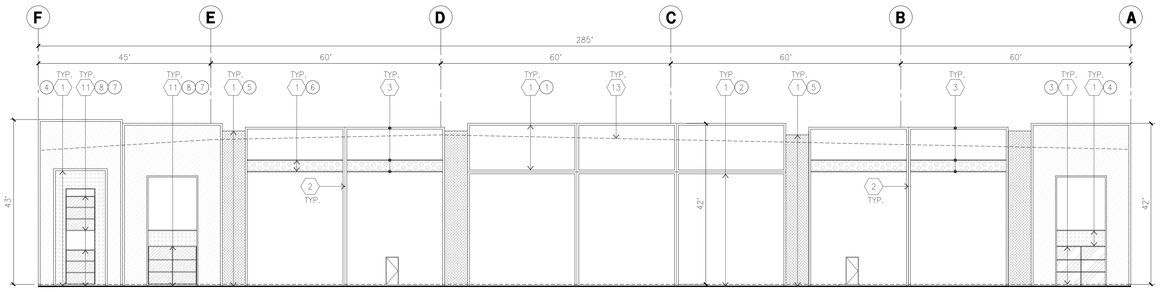
IV INSULATED VISION GLASS

SPANDREL GLASS WITH CONCRETE BEHIND

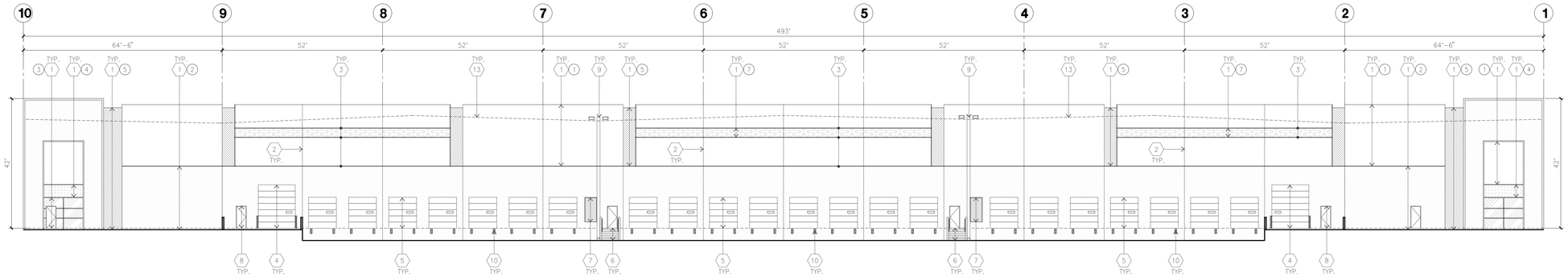
IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH OPACI-COAT-300 WARM GRAY INSTALLED ON CONCRETE.

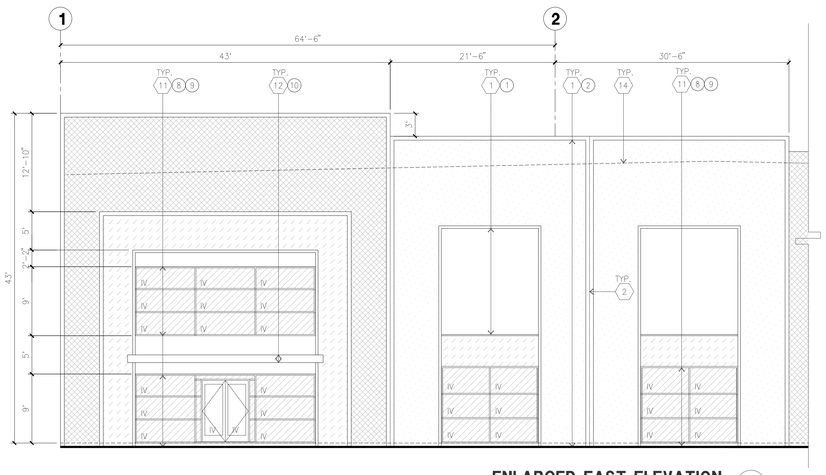
MULLIONS : ANODIZED CLEAR.



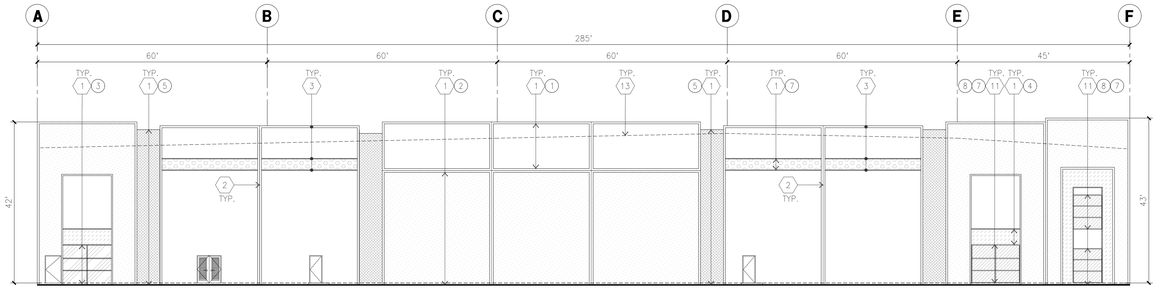
NORTH ELEVATION A
scale: 1/16" = 1'-0"



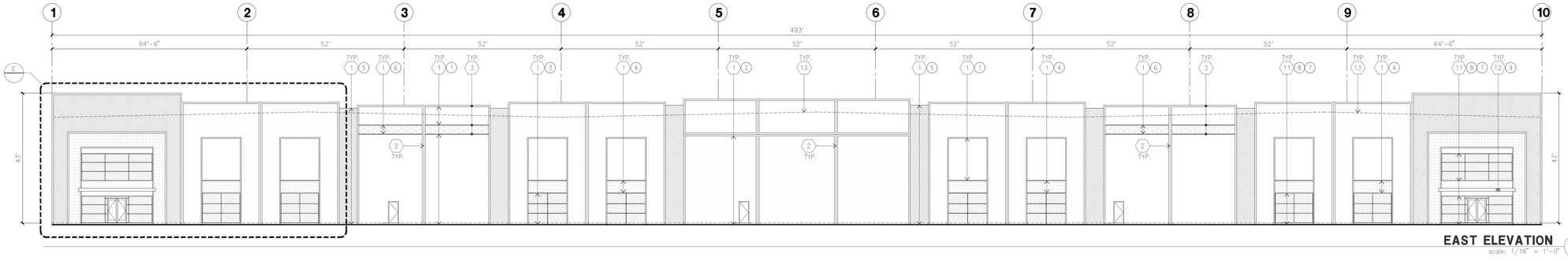
WEST ELEVATION B
scale: 1/16" = 1'-0"



ENLARGED EAST ELEVATION E
scale: 1/8" = 1'-0"



SOUTH ELEVATION C
scale: 1/16" = 1'-0"



EAST ELEVATION D
scale: 1/16" = 1'-0"

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LICENSED ARCHITECT — DONG NAM — C-29451 — 3-31-25 RENEWAL DATE — STATE OF CALIFORNIA

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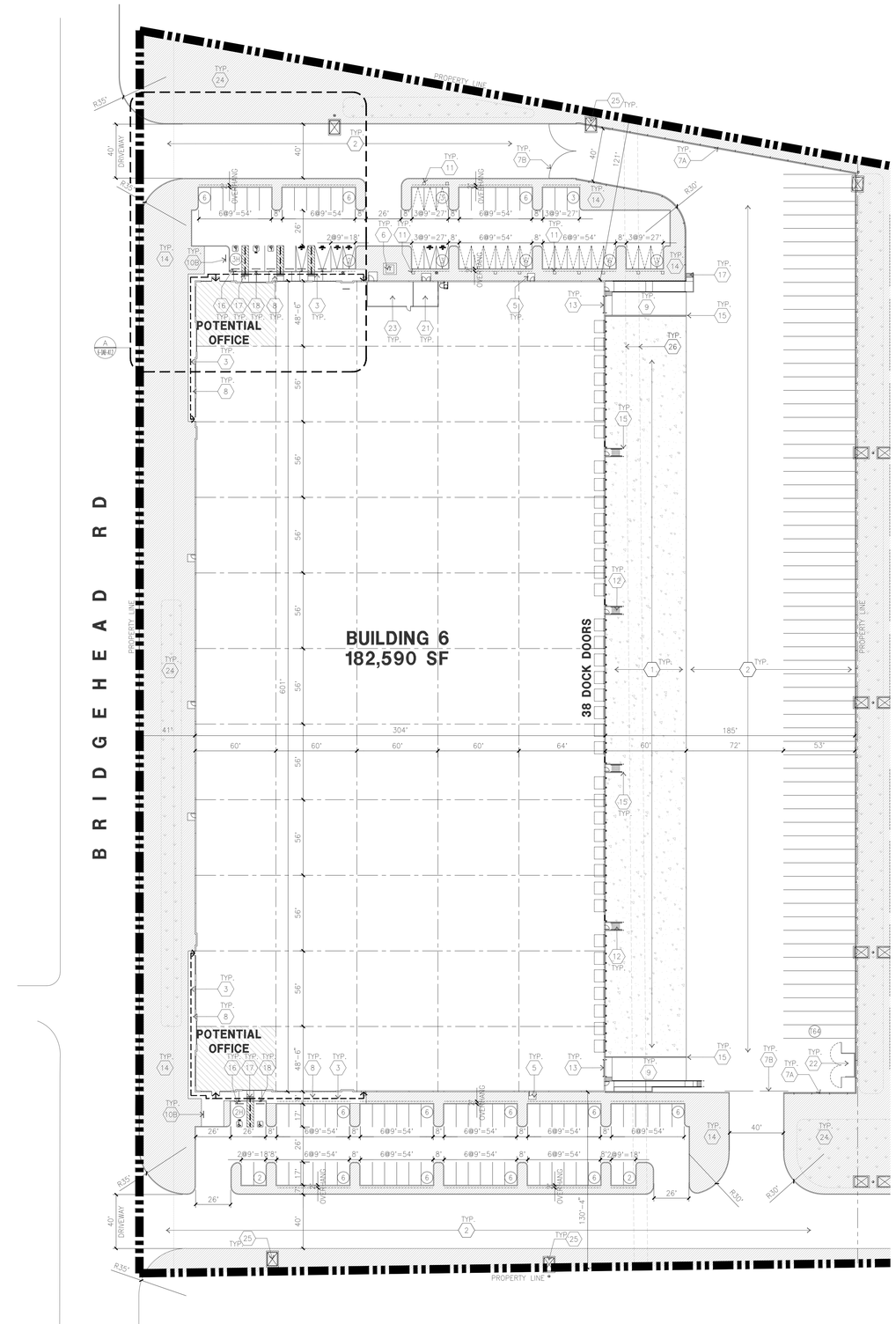
Revision:

1st planning submittal 12/04/2023

2nd planning submittal 06/07/2024

Sheet:

4-DAB-A3.1



OVERALL SITE PLAN A
scale: 1" = 40'-0"

SCALE: 1" = 40'-0"
0 40' 80' 120'
TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT. SEE "C" DRAWINGS.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER "C" AND "L" DRAWINGS.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
6. APPROXIMATE LOCATION OF TRANSFORMER. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY
7A. 8' HIGH CHAIN LINK FENCE
7B. 8' HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT .
8. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
9. CONCRETE RAMP WITH CONCRETE GUARD WALL.
10A. LONG TERM BIKE RACK. SEE 16/DAB-AD.1
10B. SHORT TERM BIKE RACK, SEE DETAIL 16/DAB-AD.1
11. ELECTRIC VEHICLE CHARGER.
12. EXTERIOR CONCRETE STAIR.
13. 12' x 16' DRIVE-IN DOOR
14. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING
15. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOMES.
18. ACCESSIBLE PARKING STALL SIGN.
19. HARDSCAPE AT ENTRANCE. SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE. SEE DETAIL SHEET DAB-AD.1
23. ELECTRICAL ROOM.
24. STORM TREATMENT, SEE "C" DRAWINGS
25. EXTERIOR PARKING LIGHT POLE. SEE "E" DRAWINGS
26. EASEMENT TO BE VACATED

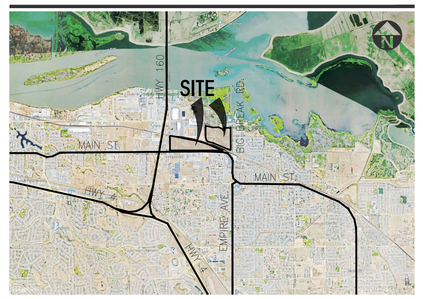
SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY CORNERSTONE, PROJECT #13387-1-2, DATE 9/29/2023
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE
17. PROVIDE BOLLARDS AROUND THE HYDRANTS AND RISERS FOR PROTECTION.
18. ONLY LIGHT LOAD CONCRETE TRUCKS (8 CUBIC YARDS MAX.) ARE ALLOWED ON THE WAREHOUSE SLABS.
19. CONCRETE POUR STRIP AT DOCK DOORS TO BE FREE AND CLEAR OF ALL UNDERGROUND PIPING, CONDUITS, ETC. TO ALLOW FOR FUTURE RECESSED DOCK LEVELERS (MINIMUM 10' WIDE). CONDUIT TO BE PLACED IN THE POUR STRIP WITH THE LOADING DOCKS SHALL BE A MINIMUM OF 42" BELOW FINISH FLOOR.

SITE LEGEND

- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS SIZE, 9'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- SITE LIGHTING POLE
- LANDSCAPED AREA
- AC. PAVING - SEE "C" DRAWINGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- LANDSCAPE FINGER PER LOCAL JURISDICTION STANDARD
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- EV CHARGER
- EV CHARGER FOR FUTURE

AERIAL MAP



TABULATION

	BLDG. 6	
SITE AREA		
In s.f.	462,326	sf
In acres	10.6	ac
BUILDING AREA		
Office	5,000	sf
Warehouse	177,590	sf
TOTAL	182,590	sf
FLOOR AREA RATIO		
Maximum Allowed	0.67	
Actual	0.39	
SITE COVERAGE		
Maximum Allowed	50.0%	
Actual	39.5%	
AUTO PARKING REQUIRED (PROPOSED PARKING RATIO)		
Office: 1/250 s.f.	20	stalls
Whse: 1/2,500 s.f.	71	stalls
TOTAL	91	stalls
AUTO PARKING PROVIDED		
Standard (9' x 19')	80	stalls
Accessible Standard	3	stalls
Accessible Van	2	stalls
EV Capable	25	stalls
- EV Capable without EVSE	19	stalls
- EV Capable with EVSE	4	stalls
- EV accessible Standard	1	
- EV Van accessible	1	stalls
TOTAL	110	stalls
TRAILER PARKING PROVIDED		
Trailer (10' x 53')	64	stalls
BICYCLE PARKING REQUIRED		
Long term: 5% of required auto parki	5	
Short term: 5% of required auto parki	5	
BICYCLE PARKING PROVIDED		
Long term:	6	
Short term:	6	
ZONING ORDINANCE		
Zoning - P-1: Light Industrial		
PROPOSED MAXIMUM ALLOWABLE BUILDING HEIGHT		
Height - 60'		
LANDSCAPE REQUIREMENT		
Percentage - See landscape plan		
SETBACKS		
Building	Landscape	
Front - 10'	Front - 15'	
Side - 10'	Side - 10'	
Rear - 0, adj to R zone - 20'	Rear - 10'	

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LICENSED ARCHITECT YONG G. NAM C-29451 3-31-25 RENEWAL DATE STATE OF CALIFORNIA

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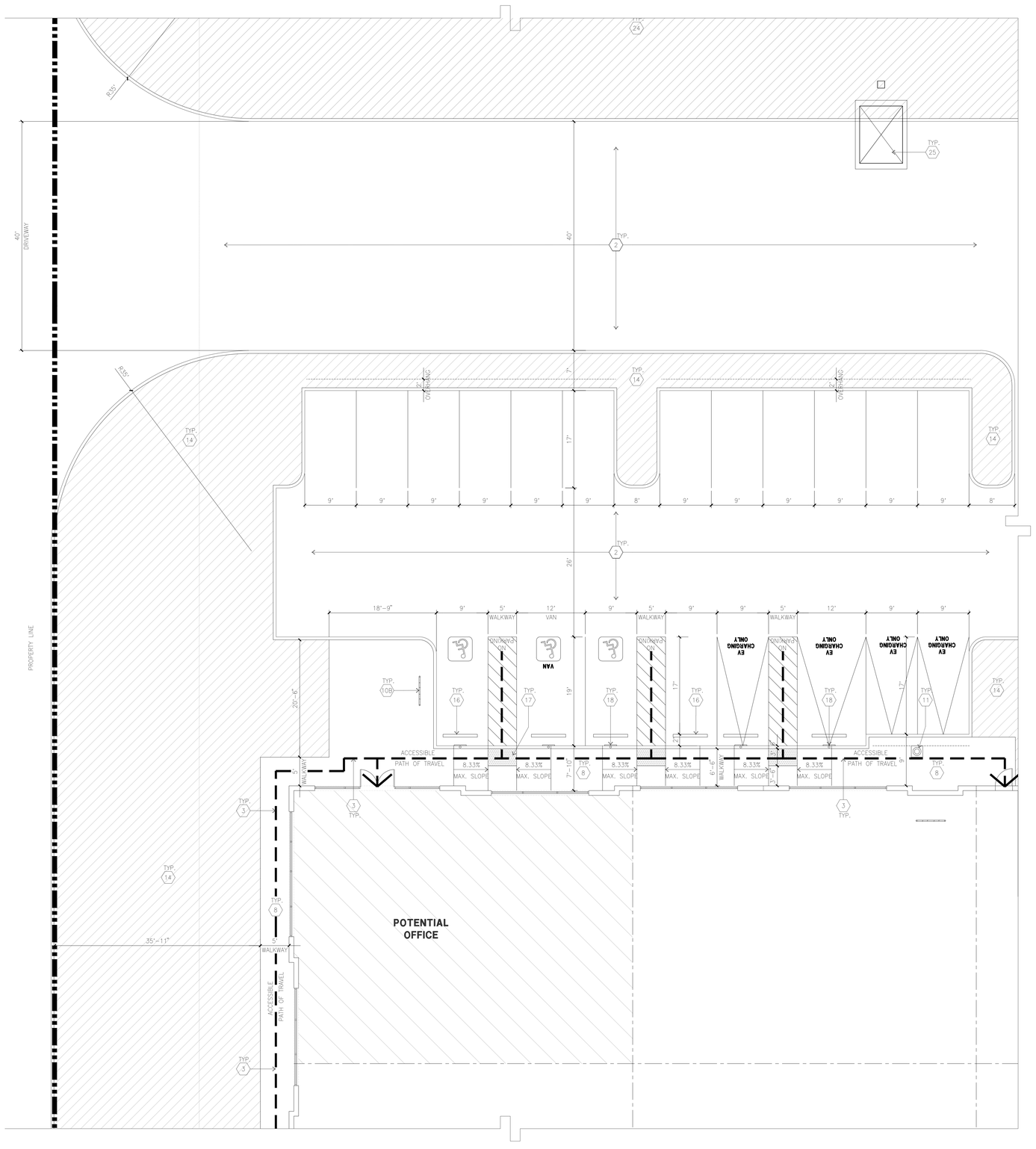
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Title: OVERALL SITE PLAN

Project Number: 22626
Drawn by: KZ
Date: 12/04/2023
Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet:

6-DAB-A1.1



ENLARGED SITE PLAN A
scale: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"
0 8' 16' 24'
N TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT. SEE "C" DRAWINGS.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER "C" AND "L" DRAWINGS.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
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10B. SHORT TERM BIKE RACK, SEE DETAIL 16/DAB-AD.1
11. ELECTRIC VEHICLE CHARGER.
12. EXTERIOR CONCRETE STAIR.
13. 12' x 16' DRIVE-IN DOOR
14. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING
15. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOMES.
18. ACCESSIBLE PARKING STALL SIGN.
19. HARDSCAPE AT ENTRANCE. SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE. SEE DETAIL SHEET DAB-AD.1
23. ELECTRICAL ROOM.
24. STORM TREATMENT, SEE "C" DRAWINGS
25. EXTERIOR PARKING LIGHT POLE. SEE "E" DRAWINGS
26. EASEMENT TO BE VACATED

SITE PLAN GENERAL NOTES

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3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
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13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE
17. PROVIDE BOLLARDS AROUND THE HYDRANTS AND RISERS FOR PROTECTION.
18. ONLY LIGHT LOAD CONCRETE TRUCKS (8 CUBIC YARDS MAX.) ARE ALLOWED ON THE WAREHOUSE SLABS.
19. CONCRETE POUR STRIP AT DOCK DOORS TO BE FREE AND CLEAR OF ALL UNDERGROUND PIPING, CONDUITS, ETC. TO ALLOW FOR FUTURE RECESSED DOCK LEVELERS (MINIMUM 10' WIDE). CONDUIT TO BE PLACED IN THE POUR STRIP WITH THE LOADING DOCKS SHALL BE A MINIMUM OF 42" BELOW FINISH FLOOR.

SITE LEGEND

- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS SIZE, 9'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- SITE LIGHTING POLE
- LANDSCAPED AREA
- AC. PAVING - SEE "C" DRAWINGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- LANDSCAPE FINGER PER LOCAL JURISDICTION STANDARD
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- EV CHARGER
- EV CHARGER FOR FUTURE

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LICENSED ARCHITECT YONG H. NAM C-29451 3-31-25 RENEWAL DATE STATE OF CALIFORNIA

Developer:

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Building 4,Suite 460
Atlanta, GA 30305
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Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

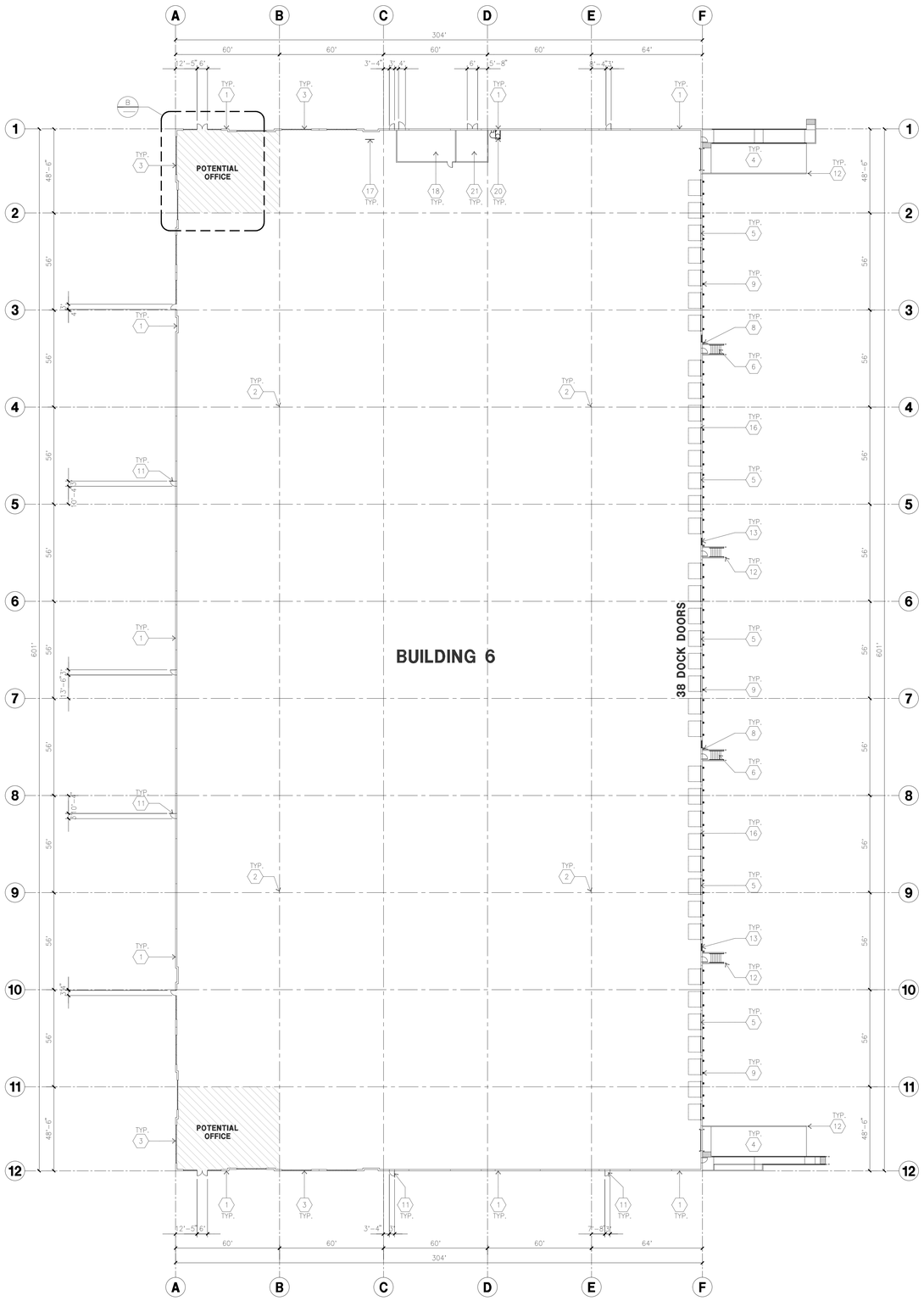
Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

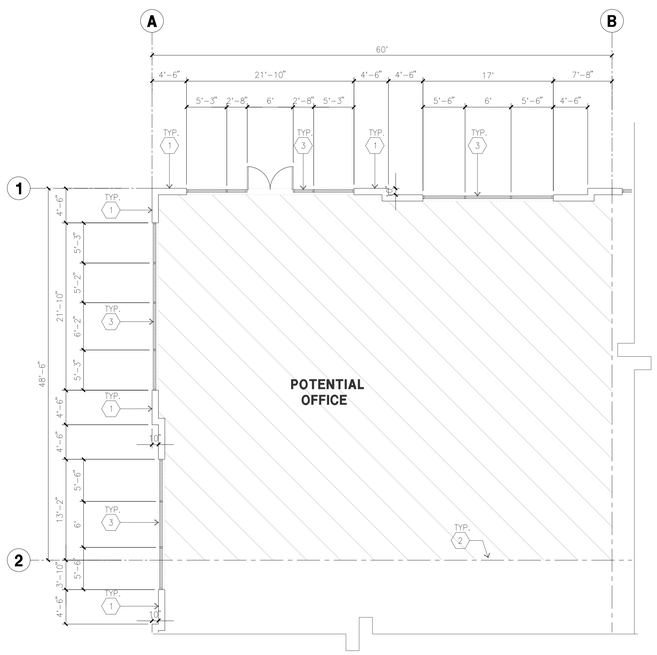
Title: ENLARGED SITE PLAN

Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet:
6-DAB-A1.2





KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING, SEE ENLARGED PLANS AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42" HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDES OF RAMP.
5. 9' X 10' DOCK DOOR, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
6. EXTERIOR METAL STAIR.
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA, FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX.
8. 4'X8' METAL LOUVER.
9. DOCK DOOR BUMPER.
10. 12' X 14' DRIVE THRU, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
11. 3' X 7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
12. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 48"H.
13. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
14. NOT USED
15. NOT USED
16. Z GUARD.
17. INTERIOR BIKE RACK.
18. ELECTRICAL ROOM.
19. METAL CANOPY ABOVE.
20. ROOF ACCESS LADDER.
21. FIRE PUMP ROOM.

GENERAL NOTES - FLOOR PLAN

1. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 125' O.C. MAX. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS. INSURE HEAT AND SMOKE VENTS AS REQ'D COMPLY WITH TABLE 910.3 CBC.
2. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
3. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
4. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL OFF. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
5. THE BUILDING FLOOR SLAB IS FLAT/SLOPED, SEE CIVIL.
6. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
7. PROVIDE 6" DIA. CONCRETE BOLLARD AT ALL FIRE RISER AND UNPROTECTED INTERIOR ROOF DRAIN.
8. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
9. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
10. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A5.1. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
11. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
12. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE.
13. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
14. PROVIDE FIRE EXTINGUISHERS AT LOCATIONS DETERMINED BY FIRE DEPARTMENT.
15. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
16. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL ON ALL ACCESSIBLE ENTRANCES PER CBC 118-216.6
17. ALL INTERIOR AND EXTERIOR WALKING SURFACES TO BE NON-SLIP TYPE

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB: SEE STRUCTURAL DRAWINGS FOR DETAILS.
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
6. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
7. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
8. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
9. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
10. NO FLY ASH IN THE CONCRETE.
11. WHERE [▨] INDICATED, PROVIDE VAPOR BARRIER (15 MIL STEGO OR EQUAL) CONFORMING TO ASTM E 1745 UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION. CONCRETE SLAB IN OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
12. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER
13. SHURESEAL_LAPIDOLITH OR APPROVED EQUAL FLOOR SEALER APPLIED ONE COAT AT END OF JOB IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
14. NO PERMANENT GREASE PEN PANEL MARKS ON FLOOR SLAB. NO RED CAULK MARKS. ALL CONSTRUCTION MARKS TO BE REMOVED BEFORE SEALING.
15. 10' POUR STRIP AT TRUCK DOOR. 4FT. MAX. ELSEWHERE.
16. ALL FLOOR SLAB NAIL OR BRACE FRAME HOLES FILLED WITH APPROVED 2 PART EPOXY COMPOUND TO MATCH CONCRETE COLOR. PEGA BOND LV 2000,BURKE EPOXY INJECTION RESIN OR EQUAL.
17. PROVIDE FIRE EXTINGUISHERS PER FIRE DEPARTMENT REQUIREMENT.
18. MM-80 AT SPEED BAY ONLY, PRICE AS ADDITIONAL ALTERNATE

PAINT NOTES

INTERIOR GYP. BD. WALLS : SINGLE COAT OF ACRYLIC PAINT FRAZEE "WHITE" ON INTERIOR WALLS.

ALL STRUCTURAL STEEL MEMBER INC. COLUMNS, LEDGERS, JOISTS, & GIRDERS SHALL HAVE LIGHT GRAY SHOP PRIMER.

INTERIOR STEEL COLUMNS : PAINT OSHA YELLOW 10' A.F.F. ABOVE 12' APPLY ONE COAT OF WHITE PAINT

PIPE BOLLARDS SHALL HAVE TWO COATS OF ENAMEL "OSHA YELLOW".

EXTERIOR CONCRETE WALLS WILL HAVE ONE COAT OF PRIMER AND ONE FINISH COAT OF PAINT.

ALL EXTERIOR HOLLOW METAL DOORS AND DOCK DOORS TO HAVE ONE COAT OF EXTERIOR PRIMER AND TWO COATS OF ACRYLIC PAINT TO MATCH ADJACENT SURFACE COLORS. PIPE STEEL HANDRAILS SHALL HAVE TWO COATS OF LATEX PAINT.

ENLARGED FLOOR PLAN B
scale: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"
0 8' 16' 24'
TRUE NORTH

OVERALL FLOOR PLAN A
scale: 1" = 30'-0"

SCALE: 1" = 30'-0"
0 30' 60' 90'
TRUE NORTH

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LICENSED ARCHITECT
YONG H. NAM
C-29451
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RENEWAL DATE
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Consultants:

Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: OVERALL FLOOR PLAN

Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

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Sheet:
6-DAB-A2.1

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL TUBE STEEL CANOPY
13. ROOF LINE BEYOND

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST CITY REQUIRED WIND SPEED, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT SEVERAL CONCRETE PANEL W/ SELECTED COLORS. LOCATION TO BE SELECTED BY ARCHITECT. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON
L. EXTERIOR STAIRS AND RAMPS TO MATCH BUILDING COLOR.
M. RAILINGS TO MATCH BUILDING COLOR.
N. ALL DOORS TO BE PAINTED THE SAME COLOR AS THE ADJACENT WALL.

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7005 PURE WHITE
2. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7064 PASSIVE
3. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7065 ARGOS
4. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7066 GRAY MATTERS
5. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW9163 TIN LIZZIE
6. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW6524 COMMODORE
7. GLAZING COLOR : BLUE GLAZING
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. CANOPY MATERIAL : SHERWIN WILLIAMS SW7005 PURE WHITE
10. DOOR COLORS : MATCH BUILDING COLOR
11. CANOPY MATERIAL : METALLIC PAINT COOL TONE PRIMER

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

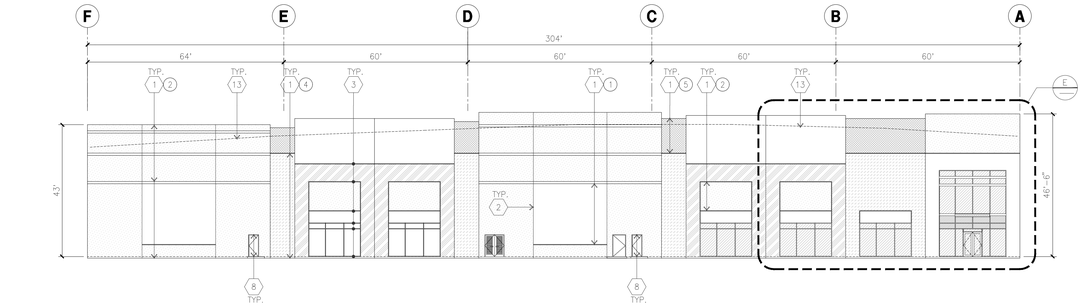
IV — INSULATED VISION GLASS

SC — SPANDREL GLASS WITH CONCRETE BEHIND

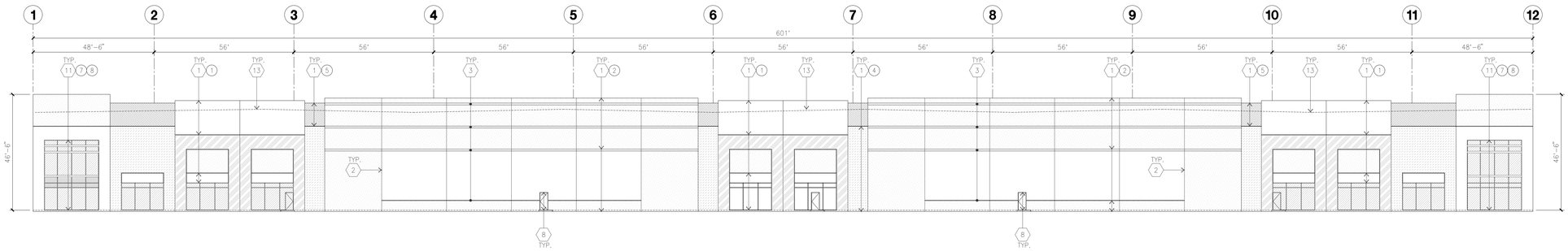
IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH OPACI-COAT-300 WARM GRAY INSTALLED ON CONCRETE.

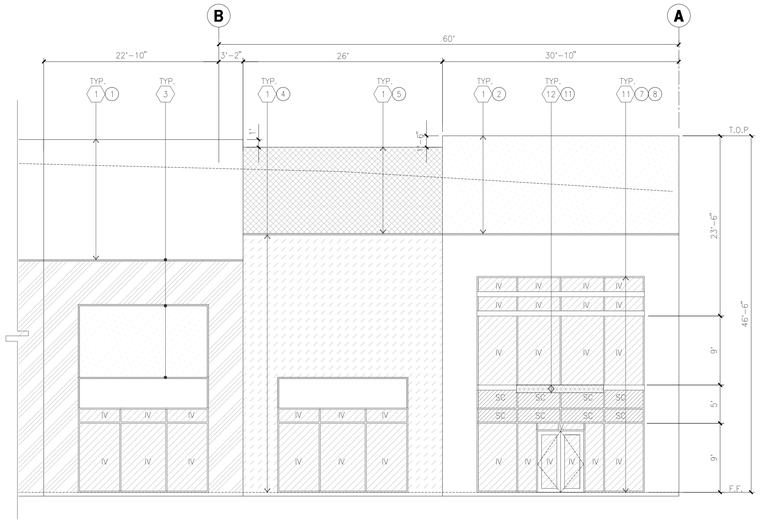
MULLIONS : ANODIZED CLEAR.



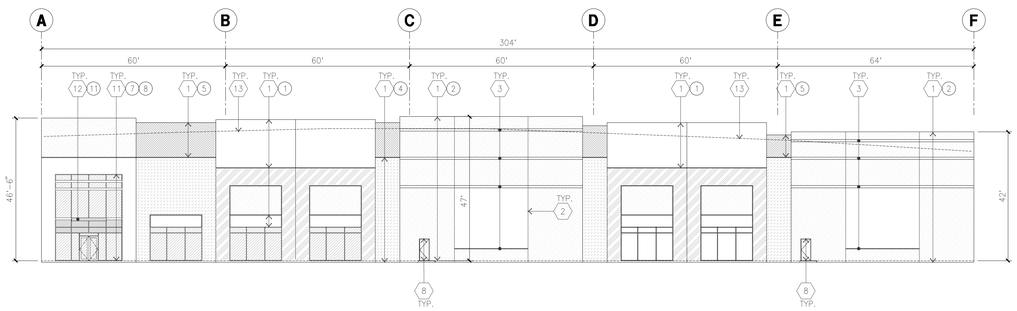
NORTH ELEVATION A
scale: 1" = 20'-0"



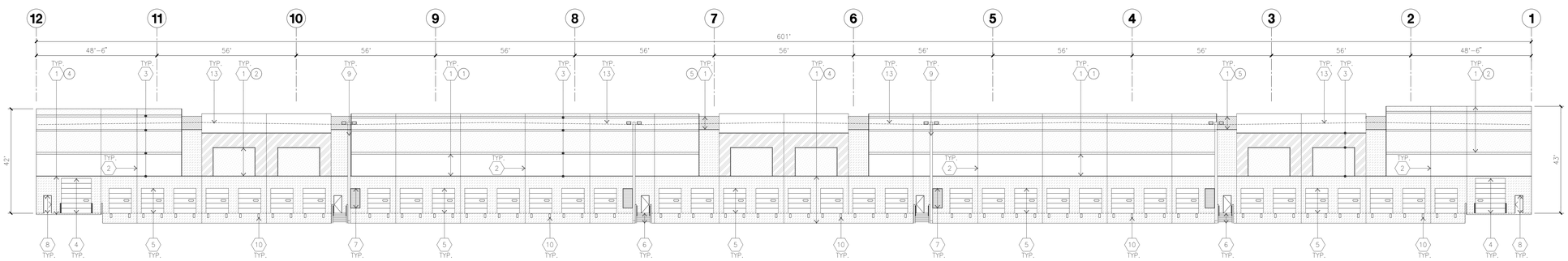
WEST ELEVATION B
scale: 1" = 20'-0"



ENLARGED NORTH ELEVATION E
scale: 1/8" = 1'-0"



SOUTH ELEVATION C
scale: 1" = 20'-0"



EAST ELEVATION D
scale: 1" = 20'-0"

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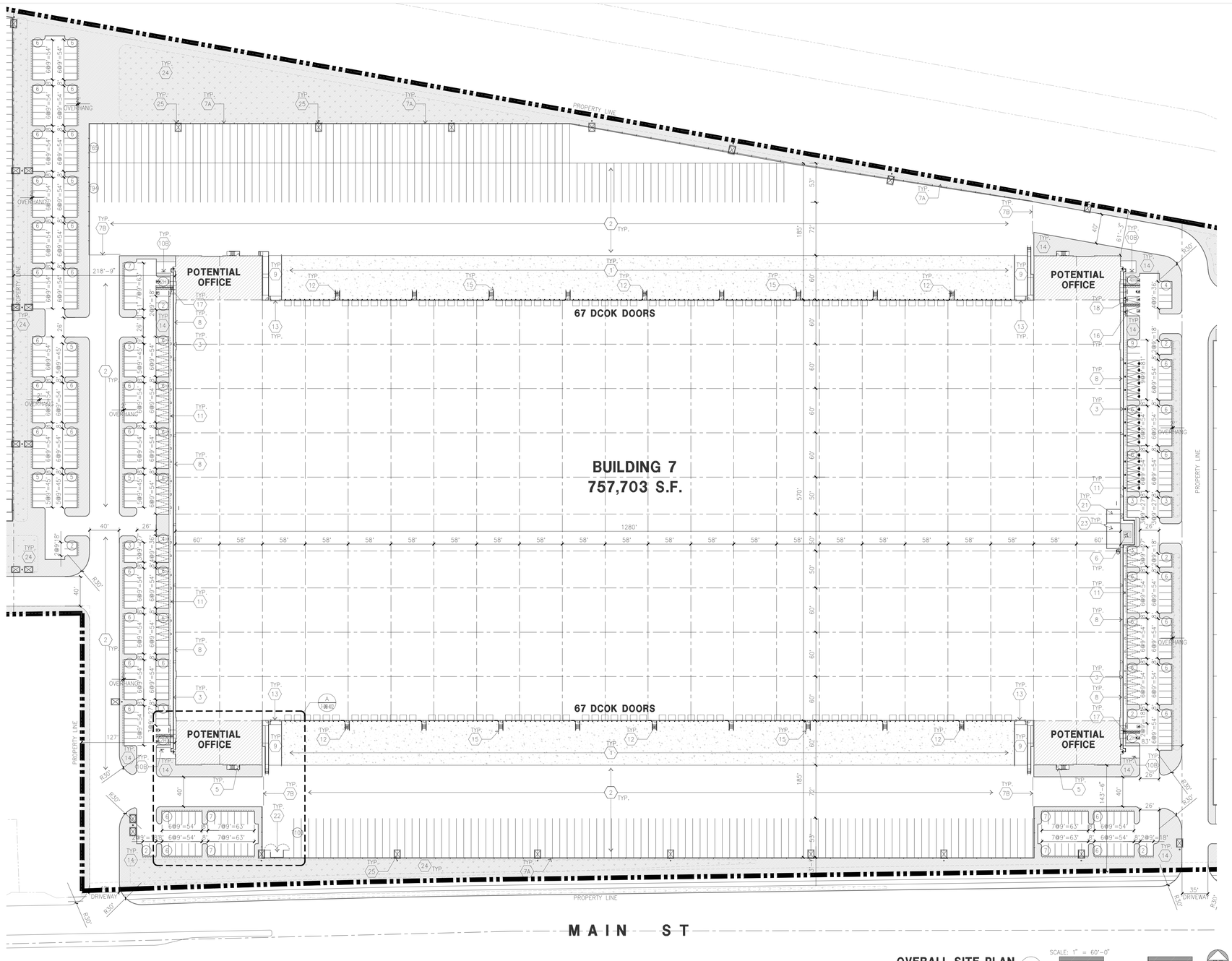
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Title: ELEVATION

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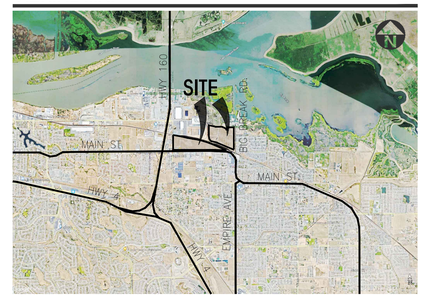
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OVERALL SITE PLAN A
scale: 1" = 60'-0"

SCALE: 1" = 60'-0"
0 60' 120' 180'
TRUE NORTH

AERIAL MAP



TABULATION

	BLDG. 7	
SITE AREA		
In s.f.	1,599,410	sf
In acres	36.7	ac
BUILDING AREA		
Office	10,000	sf
Warehouse	747,703	sf
TOTAL	757,703	sf
FLOOR AREA RATIO		
Maximum Allow ed	0.67	
Actual	0.47	
SITE COVERAGE		
Maximum Allow ed	50.0%	
Actual	47.4%	
AUTO PARKING REQUIRED (PROPOSED PARKING RATIO)		
Office: 1/250 s.f.	40	stalls
Whse: 1/2,500 s.f.	299	stalls
TOTAL	339	stalls
AUTO PARKING PROVIDED		
Standard (9' x 19')	305	stalls
Accessible Standard	4	stalls
Accessible Van	4	
EV Capable	79	stalls
- EV Capable w ithout EVSE	59	stalls
- EV Capable w ith EVSE	18	stalls
- EV accessible Standard	1	
- EV Van accessible	1	stalls
TOTAL	392	stalls
TRAILER PARKING PROVIDED		
Trailer (10' x 53')	259	stalls
BICYCLE PARKING REQUIRED		
Long term: 5% of required auto parki	17	
Short term: 5% of required auto parki	17	
BICYCLE PARKING PROVIDED		
Long term:	18	
Short term:	18	
ZONING ORDINANCE		
Zoning - P-1: Light Industrial		
PROPOSED MAXIMUM ALLOWABLE BUILDING HEIGHT		
Height - 60'		
LANDSCAPE REQUIREMENT		
Percentage - See landscape plan		

SETBACKS

Building	Landscape
Front - 10'	Front - 15'
Side - 10'	Side - 10'
Rear - 0, adj to R zone - 20'	Rear - 10'

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY CORNERSTONE, PROJECT #1387-1-2, DATE 9/29/2023
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
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18. ONLY LIGHT LOAD CONCRETE TRUCKS (8 CUBIC YARDS MAX.) ARE ALLOWED ON THE WAREHOUSE SLABS.
19. CONCRETE POUR STRIP AT DOCK DOORS TO BE FREE AND CLEAR OF ALL UNDERGROUND PIPING, CONDUITS, ETC. TO ALLOW FOR FUTURE RECESSED DOCK LEVELERS (MINIMUM 10' WIDE). CONDUIT TO BE PLACED IN THE POUR STRIP WITH THE LOADING DOCKS SHALL BE A MINIMUM OF 42" BELOW FINISH FLOOR.

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT. SEE "C" DRAWINGS.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER "C" AND "L" DRAWINGS.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
6. APPROXIMATE LOCATION OF TRANSFORMER. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY
7A. 8' HIGH CHAIN LINK FENCE
7B. 8' HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT .
8. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
9. CONCRETE RAMP WITH CONCRETE GUARD WALL.
10A. LONG TERM BIKE RACK. SEE 16/DAB-AD.1
10B. SHORT TERM BIKE RACK, SEE DETAIL 16/DAB-AD.1
11. ELECTRIC VEHICLE CHARGER.
12. EXTERIOR CONCRETE STAIR.
13. 12' x 16' DRIVE-IN DOOR
14. LANDSCAPE. ALL LANDSCAPE AREAS INDICATED BY SHADING
15. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOMES.
18. ACCESSIBLE PARKING STALL SIGN.
19. HARDSCAPE AT ENTRANCE. SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE. SEE DETAIL SHEET DAB-AD.1
23. ELECTRICAL ROOM.
24. STORM TREATMENT, SEE "C" DRAWINGS
25. EXTERIOR PARKING LIGHT POLE. SEE "E" DRAWINGS
26. EASEMENT TO BE VACATED

SITE LEGEND

- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS SIZE, 9'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- SITE LIGHTING POLE
- LANDSCAPED AREA
- AC. PAVING – SEE "C" DRAWINGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- LANDSCAPE FINGER PER LOCAL JURISDICTION STANDARD
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- EV CHARGER
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LICENSED ARCHITECT YONG H. KIM C-29451 3-31-25 RENEWAL DATE STATE OF CALIFORNIA

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Project:

BRIDGEHEAD INDUSTRIAL

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Consultants:

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Structural :	
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Plumbing :	
Electrical :	
Landscape :	YAMASAKI
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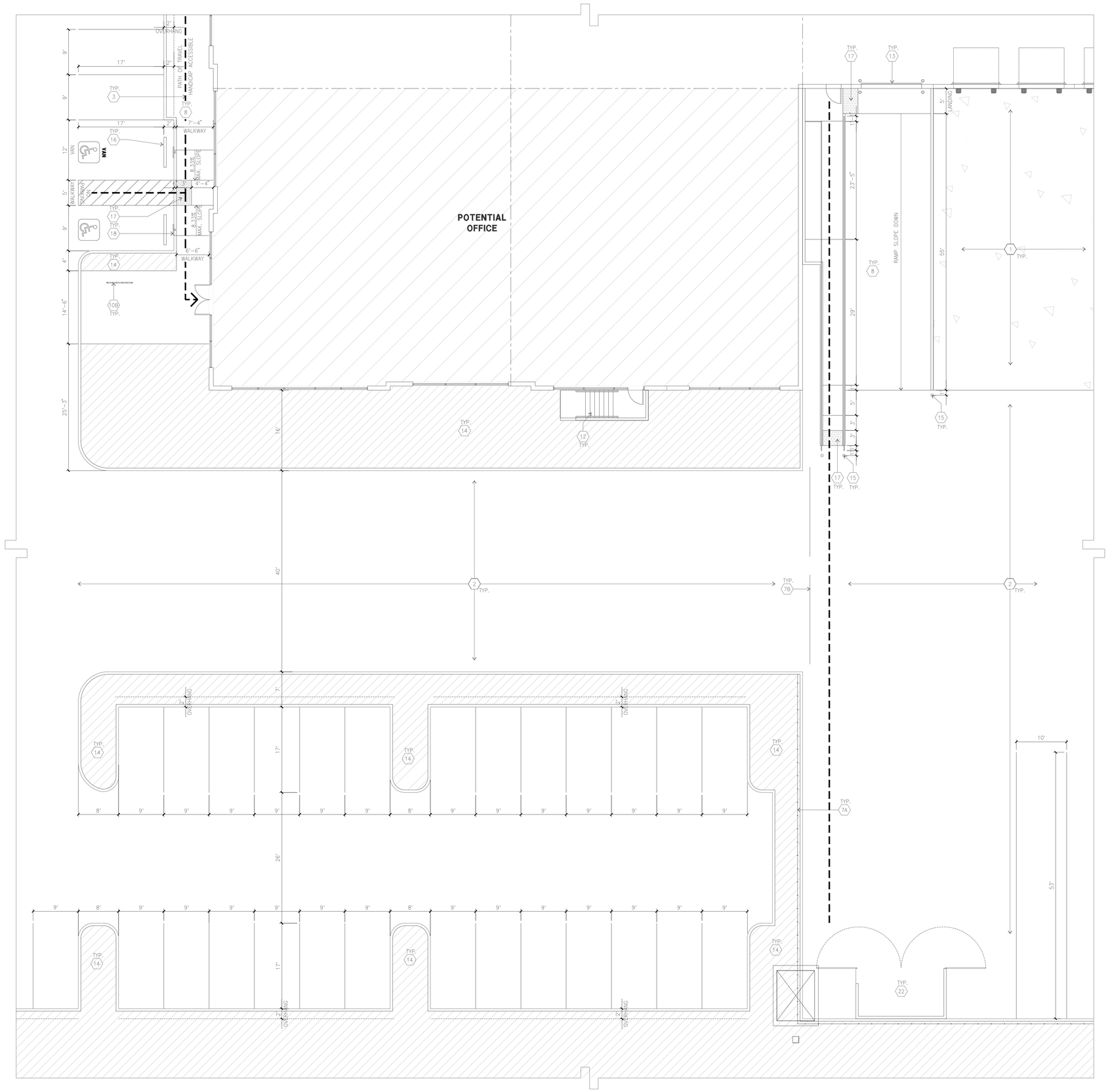
Title: OVERALL SITE PLAN

Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet:
7-DAB-A1.1

204



ENLARGED SITE PLAN

scale: 1/8" = 1'-0"

A

SCALE: 1/8" = 1'-0"

0 8' 16' 24'

TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT. SEE "C" DRAWINGS.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER "C" AND "L" DRAWINGS.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
6. APPROXIMATE LOCATION OF TRANSFORMER. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY
7A. 8' HIGH CHAIN LINK FENCE
7B. 8' HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT .
8. CONCRETE WALKWAY, MEDIUM BROOM FINISH.
9. CONCRETE RAMP WITH CONCRETE GUARD WALL.
10A. LONG TERM BIKE RACK. SEE 16/DAB-AD.1
10B. SHORT TERM BIKE RACK, SEE DETAIL 16/DAB-AD.1
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19. HARDSCAPE AT ENTRANCE. SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE. SEE DETAIL SHEET DAB-AD.1
23. ELECTRICAL ROOM.
24. STORM TREATMENT, SEE "C" DRAWINGS
25. EXTERIOR PARKING LIGHT POLE. SEE "E" DRAWINGS

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY CORNERSTONE, PROJECT #1387-1-2, DATE 9/29/2023
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE
17. PROVIDE BOLLARDS AROUND THE HYDRANTS AND RISERS FOR PROTECTION.
18. ONLY LIGHT LOAD CONCRETE TRUCKS (8 CUBIC YARDS MAX.) ARE ALLOWED ON THE WAREHOUSE SLABS.
19. CONCRETE POUR STRIP AT DOCK DOORS TO BE FREE AND CLEAR OF ALL UNDERGROUND PIPING, CONDUITS, ETC. TO ALLOW FOR FUTURE RECESSED DOCK LEVELERS (MINIMUM 10' WIDE). CONDUIT TO BE PLACED IN THE POUR STRIP WITH THE LOADING DOCKS SHALL BE A MINIMUM OF 42" BELOW FINISH FLOOR.

SITE LEGEND

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- ACCESSIBLE PARKING STALL 9'X19'+5' W/ ACCESSIBLE AISLE
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- STANDARD ACCESSIBLE EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY", 9'X19' +5' W/ ACCESSIBLE AISLE
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- STANDARD EVCS SIZE, 9'X19'
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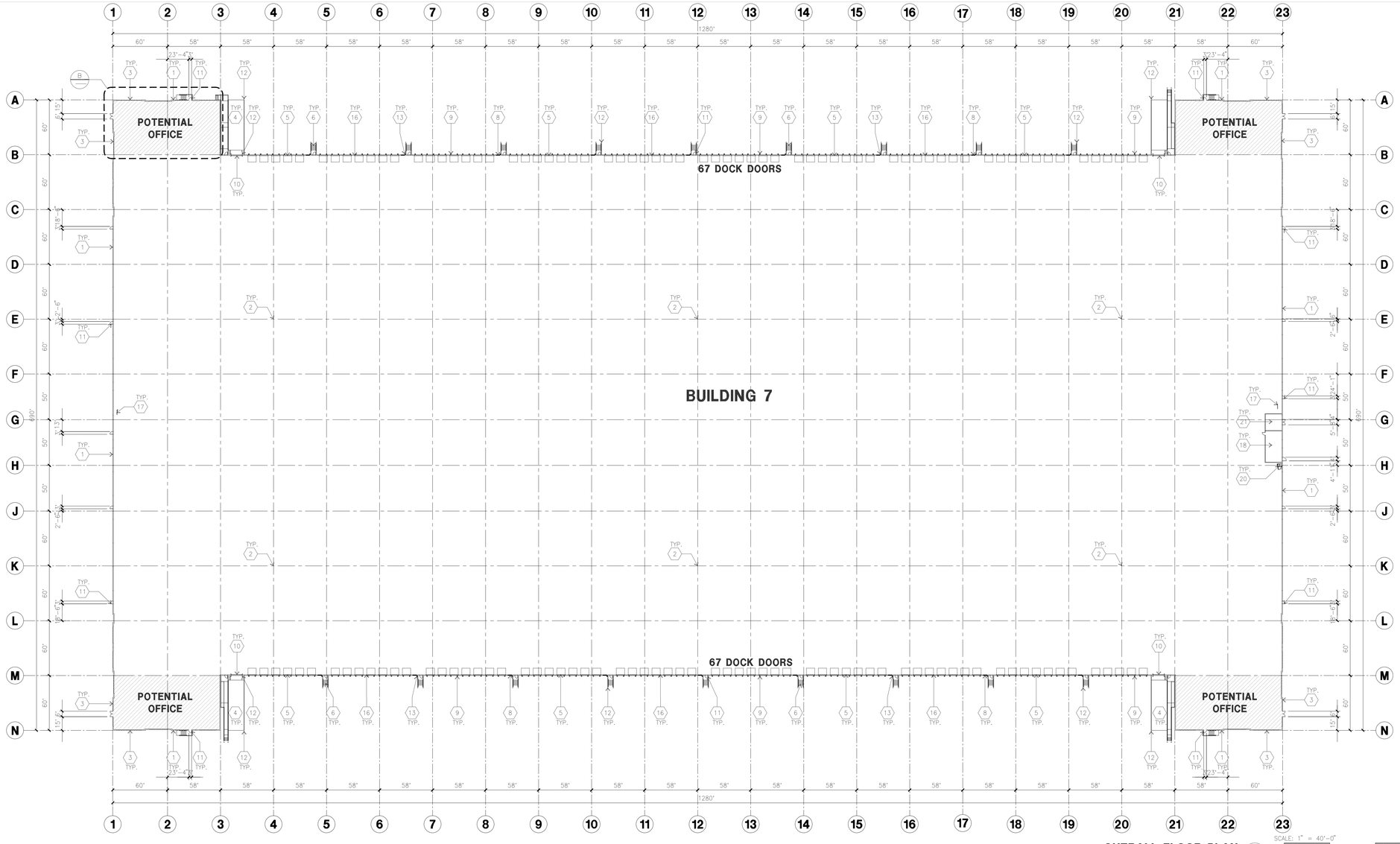
Title: ENLARGED SITE PLAN

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Date:	12/04/2023

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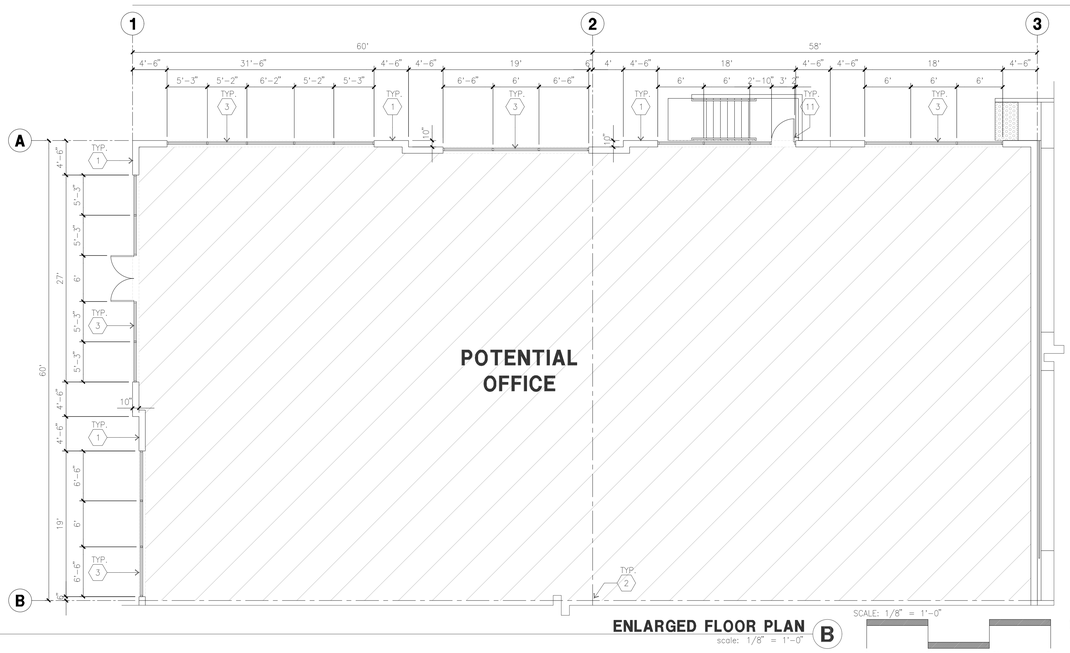
OVERALL FLOOR PLAN

scale: 1" = 40'-0"

SCALE: 1" = 40'-0"

0 40' 80' 120'

TRUE NORTH



ENLARGED FLOOR PLAN

scale: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

0 8' 16' 24'

TRUE NORTH

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE ENLARGED PLANS AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42" HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDES OF RAMP.
5. 9' X 10' DOCK DOOR, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
6. EXTERIOR METAL STAIR.
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX.
8. 4'X8' METAL LOUVER.
9. DOCK DOOR BUMPER.
10. 12' X 14' DRIVE THRU, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
11. 3' X 7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
12. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 48"H.
13. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
14. NOT USED
15. NOT USED
16. Z GUARD.
17. INTERIOR BIKE RACK.
18. ELECTRICAL ROOM.
19. METAL CANOPY ABOVE.
20. ROOF ACCESS LADDER.
21. FIRE PUMP ROOM.

GENERAL NOTES - FLOOR PLAN

1. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 125' O.C. MAX. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS. INSURE HEAT AND SMOKE VENTS AS REQ'D COMPLY WITH TABLE 910.3 CBC
2. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
3. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
4. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
5. THE BUILDING FLOOR SLAB IS FLAT/SLOPED, SEE CIVIL.
6. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
7. PROVIDE 6" DIA. CONCRETE BOLLARD AT ALL FIRE RISER AND UNPROTECTED INTERIOR ROOF DRAIN.
8. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
9. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
10. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A5.1. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
11. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
12. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE.
13. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
14. PROVIDE FIRE EXTINGUISHERS AT LOCATIONS DETERMINED BY FIRE DEPARTMENT.
15. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
16. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL ON ALL ACCESSIBLE ENTRANCES PER CBC 11B-216.6
17. ALL INTERIOR AND EXTERIOR WALKING SURFACES TO BE NON-SLIP TYPE

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB: SEE STRUCTURAL DRAWINGS FOR DETAILS.
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
6. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
7. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
8. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
9. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
10. NO FLY ASH IN THE CONCRETE
11. WHERE [ ] INDICATED, PROVIDE VAPOR BARRIER (15 MIL STEGO OR EQUAL) CONFORMING TO ASTM E 1745 UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION. CONCRETE SLAB IN OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
12. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER
13. SHURESEAL;LAPIDOLITH OR APPROVED EQUAL FLOOR SEALER APPLIED ONE COAT AT END OF JOB IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
14. NO PERMANENT GREASE PEN PANEL MARKS ON FLOOR SLAB. NO RED CAULK MARKS. ALL CONSTRUCTION MARKS TO BE REMOVED BEFORE SEALING.
15. 10' POUR STRIP AT TRUCK DOOR. 4FT. MAX. ELSEWHERE.
16. ALL FLOOR SLAB NAIL OR BRACE FRAME HOLES FILLED WITH APPROVED 2 PART EPOXY COMPOUND TO MATCH CONCRETE COLOR. PEGA BOND LV 2000,BURKE EPOXY INJECTION RESIN, OR EQUAL.
17. PROVIDE FIRE EXTINGUISHERS PER FIRE DEPARTMENT REQUIREMENT.
18. MM-80 AT SPEED BAY ONLY, PRICE AS ADDITIONAL ALTERNATE

PAINT NOTES

INTERIOR GYP. BD. WALLS : SINGLE COAT OF ACRYLIC PAINT FRAZEE "WHITE" ON INTERIOR WALLS.

ALL STRUCTURAL STEEL MEMBER INC. COLUMNS, LEDGERS, JOISTS, & GIRDERS SHALL HAVE LIGHT GRAY SHOP PRIMER.

INTERIOR STEEL COLUMNS : PAINT OSHA YELLOW 10' A.F.F. ABOVE 12' APPLY ONE COAT OF WHITE PAINT

PIPE BOLLARDS SHALL HAVE TWO COATS OF ENAMEL "OSHA YELLOW".

EXTERIOR CONCRETE WALLS WILL HAVE ONE COAT OF PRIMER AND ONE FINISH COAT OF PAINT.

ALL EXTERIOR HOLLOW METAL DOORS AND DOCK DOORS TO HAVE ONE COAT OF EXTERIOR PRIMER AND TWO COATS OF ACRYLIC PAINT TO MATCH ADJACENT SURFACE COLORS. PIPE STEEL HANDRAILS SHALL HAVE TWO COATS OF LATEX PAINT.

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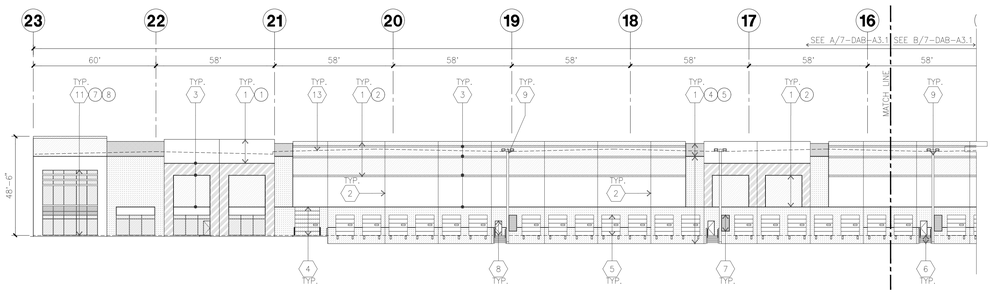
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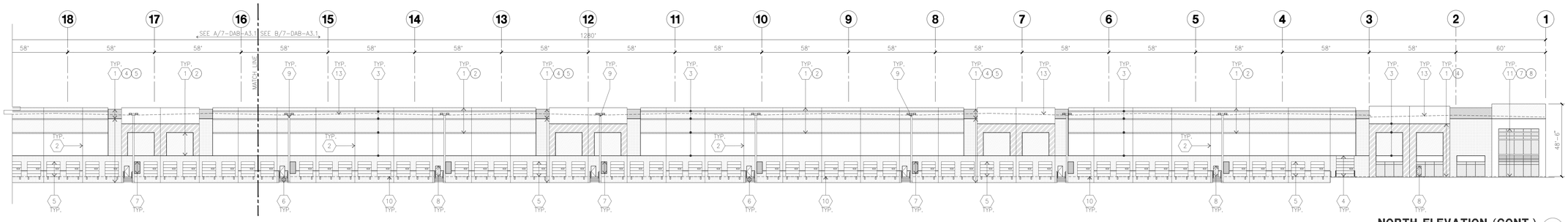
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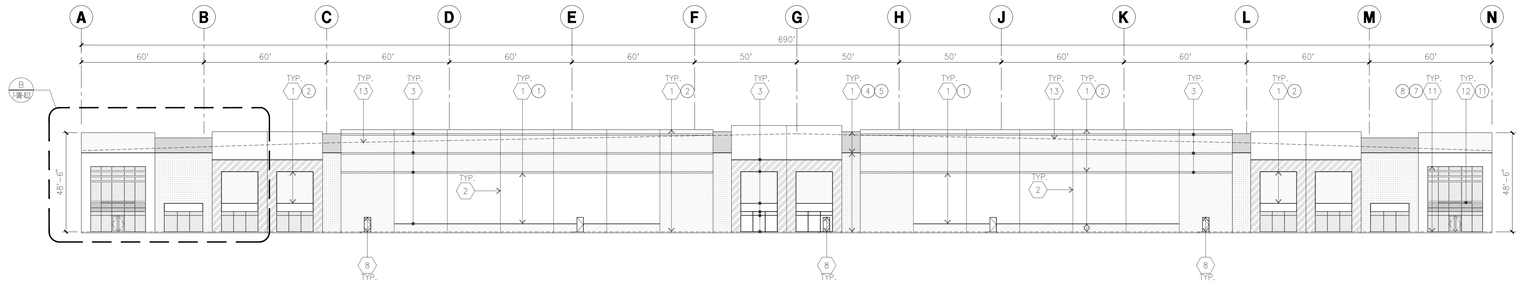
NORTH ELEVATION A
scale: 1" = 30'-0"



NORTH ELEVATION (CONT.) B
scale: 1" = 30'-0"

KEYNOTES - ELEVATIONS

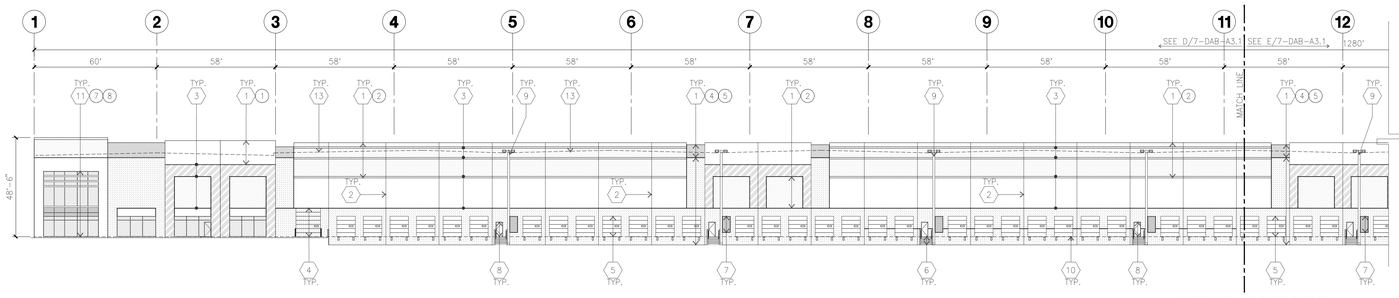
1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL TUBE STEEL CANOPY
13. ROOF LINE BEYOND



WEST ELEVATION C
scale: 1" = 30'-0"

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST CITY REQUIRED WIND SPEED, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT SEVERAL CONCRETE PANEL W/ SELECTED COLORS. LOCATION TO BE SELECTED BY ARCHITECT. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON.
L. EXTERIOR STAIRS AND RAMPS TO MATCH BUILDING COLOR. RAILINGS TO MATCH BUILDING COLOR.
M. ALL DOORS TO BE PAINTED THE SAME COLOR AS THE ADJACENT WALL.



SOUTH ELEVATION D
scale: 1" = 30'-0"

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7005 PURE WHITE
2. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7064 PASSIVE
3. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7065 ARGOS
4. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7066 GRAY MATTERS
5. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW9163 TIN LIZZIE
6. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW6524 COMMODORE
7. GLAZING COLOR : BLUE GLAZING
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. CANOPY MATERIAL : SHERWIN WILLIAMS SW7005 PURE WHITE
10. DOOR COLORS : MATCH BUILDING COLOR
11. CANOPY MATERIAL : METALLIC PAINT COOL TONE PRIMER

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

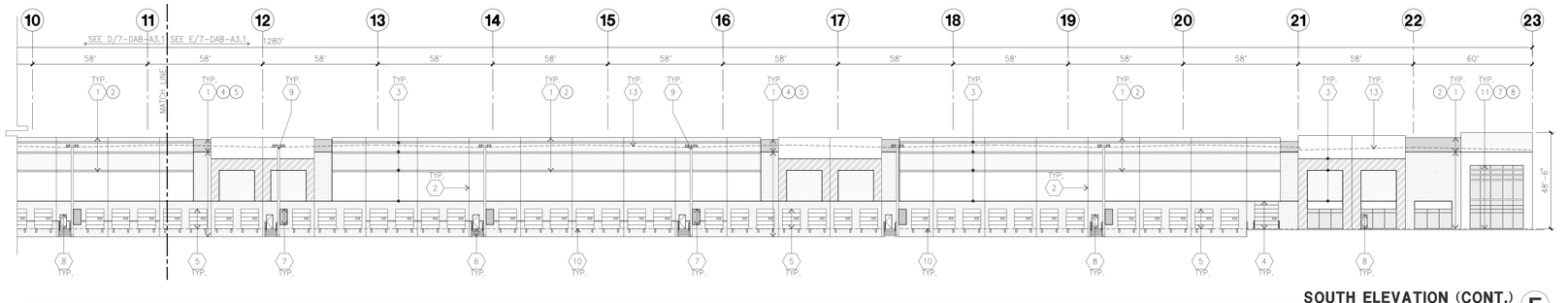
IV INSULATED VISION GLASS

SPANDREL GLASS WITH CONCRETE BEHIND

IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH OPACI-COAT-300 WARM GRAY INSTALLED ON CONCRETE.

MULLIONS : ANODIZED CLEAR.



SOUTH ELEVATION (CONT.) E
scale: 1" = 30'-0"

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LICENSED ARCHITECT
DONG NAM
C-29451
3-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Developer:

JB2 PARTNERS
3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

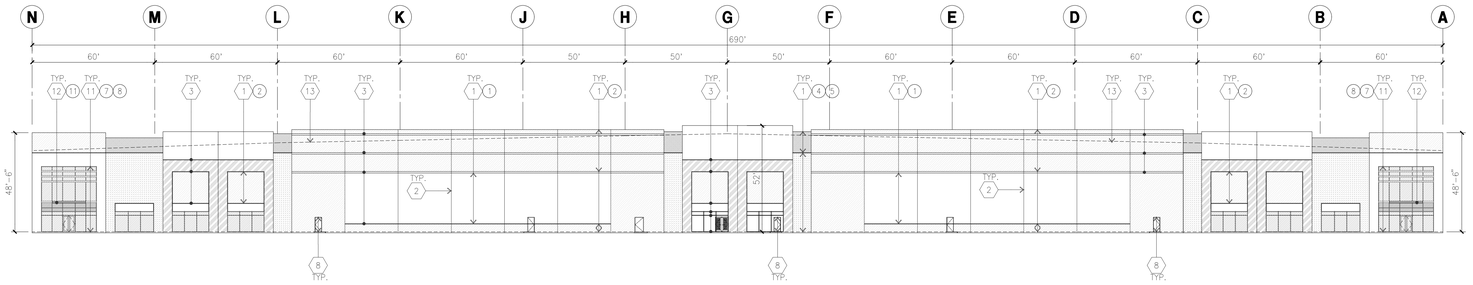
Civil :	KIER & WRIGHT
Structural :	
Mechanical :	
Plumbing :	
Electrical :	
Landscape :	YAMASAKI
Fire Protection :	
Soils Engineer :	CORNERSTONE

Title: ELEVATION

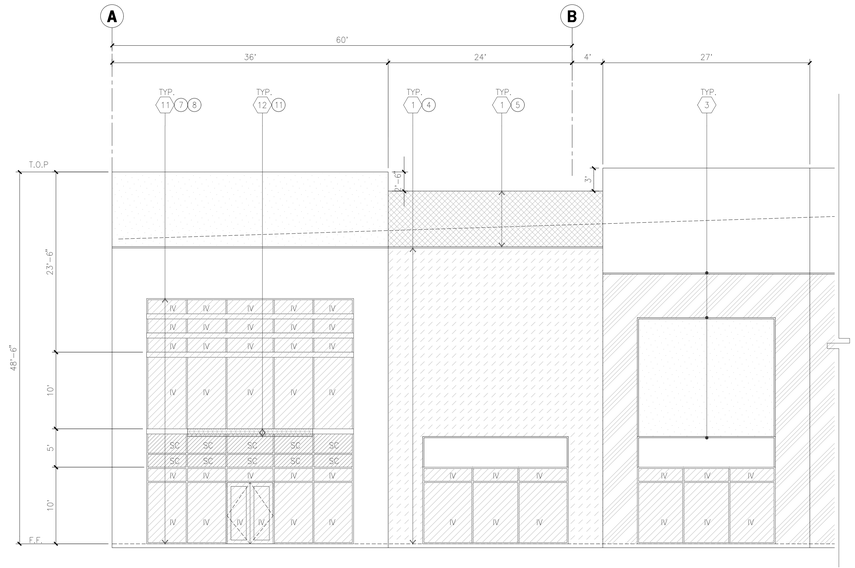
Project Number:	22626
Drawn by:	KZ
Date:	12/04/2023

Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet:
7-DAB-A3.1



EAST ELEVATION A
scale: 1" = 30'-0"



ENLARGED WEST ELEVATION B
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR METAL STEEL STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL TUBE STEEL CANOPY
13. ROOF LINE BEYOND

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST CITY REQUIRED WIND SPEED, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT SEVERAL CONCRETE PANEL W/ SELECTED COLORS, LOCATION TO BE SELECTED BY ARCHITECT. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON.
L. EXTERIOR STAIRS AND RAMPS TO MATCH BUILDING COLOR. RAILINGS TO MATCH BUILDING COLOR.
M. ALL DOORS TO BE PAINTED THE SAME COLOR AS THE ADJACENT WALL.

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7005 PURE WHITE
2. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7064 PASSIVE
3. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7065 ARGOS
4. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW7066 GRAY MATTERS
5. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW9163 TIN LIZZIE
6. CONCRETE TILT-UP PANEL. COLOR : SHERWIN WILLIAMS SW6524 COMMODORE
7. GLAZING COLOR : BLUE GLAZING
8. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
9. CANOPY MATERIAL : SHERWIN WILLIAMS SW7005 PURE WHITE
10. DOOR COLORS : MATCH BUILDING COLOR
11. CANOPY MATERIAL : METALLIC PAINT COOL TONE PRIMER

GLAZING LEGEND

NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

IV — INSULATED VISION GLASS

SC — SPANDREL GLASS WITH CONCRETE BEHIND

IV : INSULATED VISION GLASS
1/4" VISTACOOL PACIFICA + 1/4" SOLARBAN 60 CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.27 SHGC: 0.21 VLT: 26%
MINIMUM VT TO BE 0.42 PER 2016 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" VISTACOOL PACIFICA WITH OPACI-COAT-300 WARM GRAY INSTALLED ON CONCRETE.

MULLIONS : ANODIZED CLEAR.

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Landscape :	YAMASAKI
Fire Protection :	
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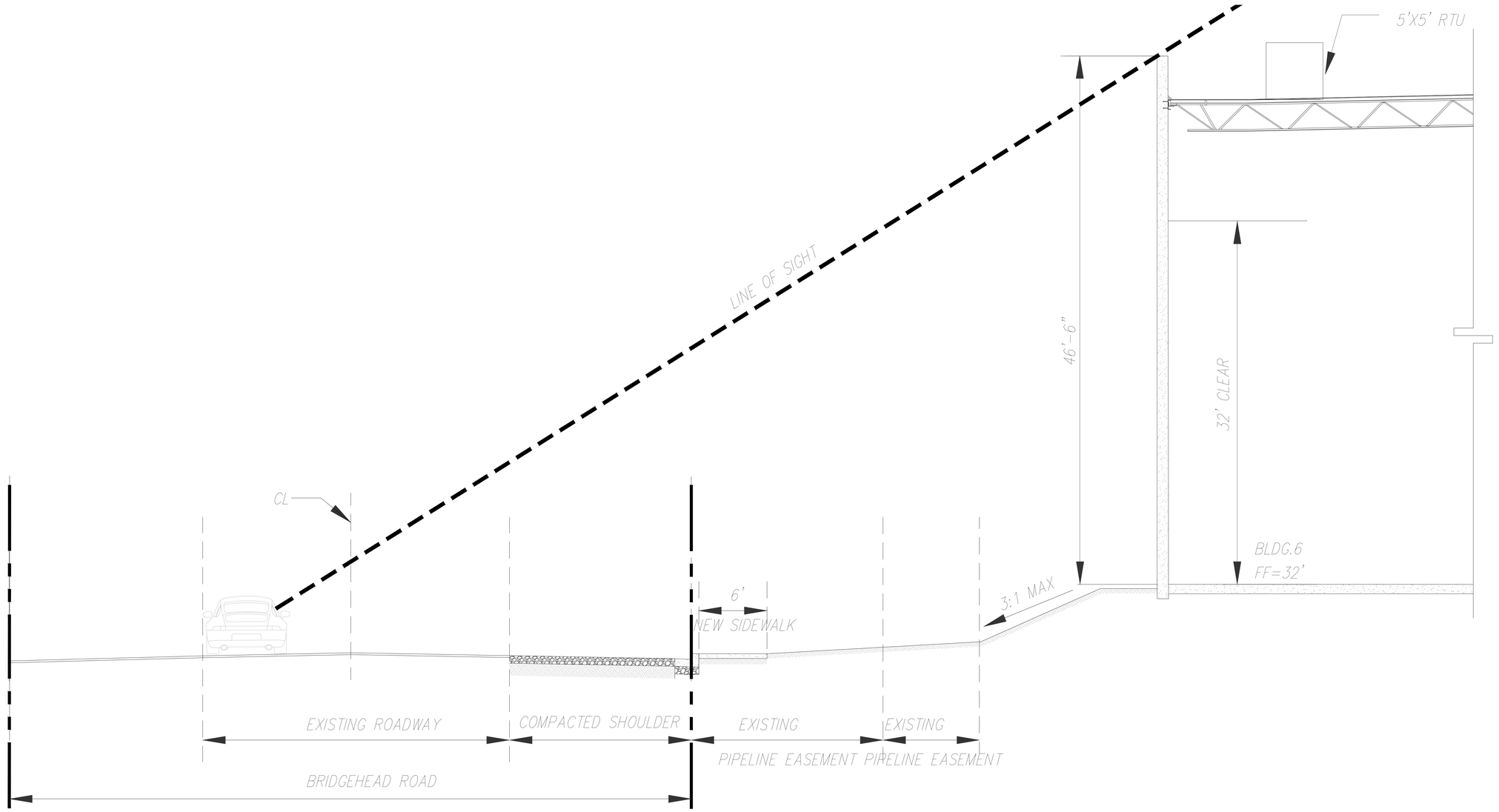
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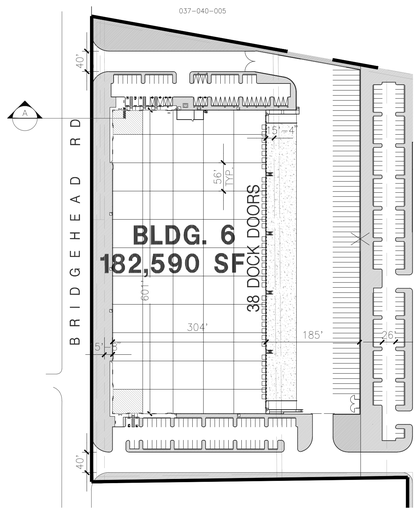
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7-DAB-A3.2



SITE SECTION A
scale: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"
0 4' 8' 12'
TRUE NORTH



KEY MAP B
scale: NTS
TRUE NORTH

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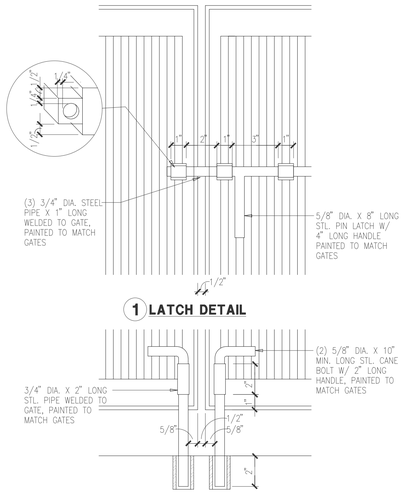
Title: SITE SECTION

Project Number:	22626
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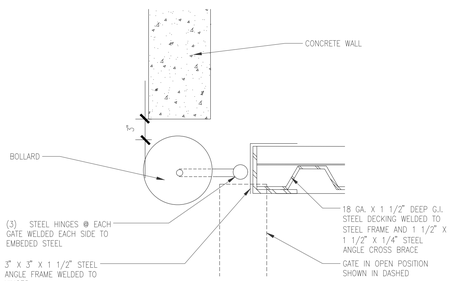


1 LATCH DETAIL

1. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864 MM) MINIMUM AND 44 INCHES (1118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND.
2. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES (254 MM) OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE.
3. EXTERIOR HINGED DOORS: 5 POUNDS (22.2 N) MAXIMUM.

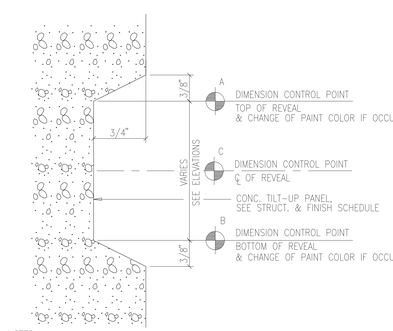
LATCH AND CANE BOLT DETAIL J

scale: NTS



HINGES DETAIL I

scale: NTS

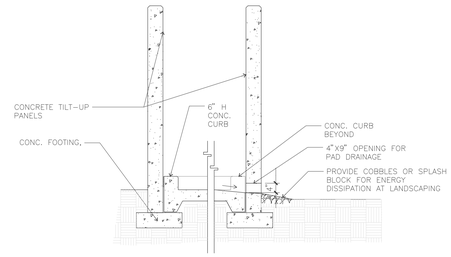


NOTES:

1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR, SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

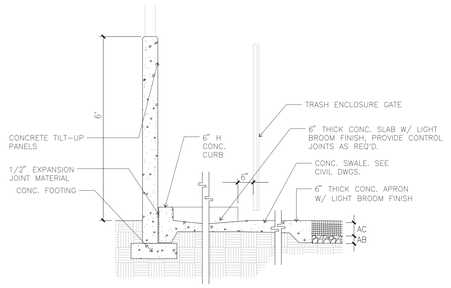
CONCRETE REVEAL L

scale: N.T.S.



TRASH ENCLOSURE SECTION B1

scale: NTS

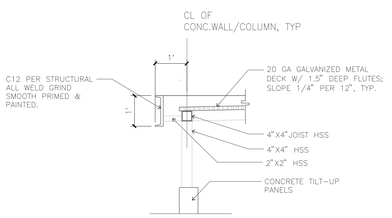


NOTES:

1. SEE SOILS REPORT FOR BELOW SLAB PREPARATIONS AND STEEL REINFORCEMENT RECOMMENDATIONS.

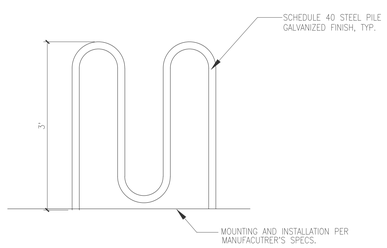
TRASH ENCLOSURE SECTION B2

scale: NTS



TRASH ENCLOSURE SECTION G

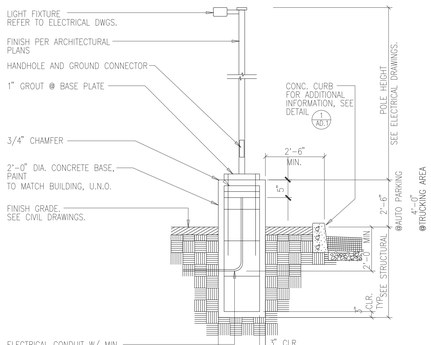
scale: NTS



NOTE: TIMBERFORM CYCLOOPS MANUFACTURED BY COLOMBIA CASCADE CO., PORTLAND, OREGAN. (800) 547-1940, (503) 223-1157 MODEL NUMBER: 2170-3

BIKE RACK DETAIL D

scale: NTS

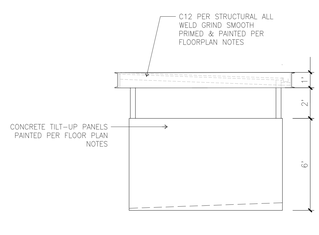


NOTES:

1. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
2. SEE SITE PLAN FOR LIGHT POLE LOCATIONS.

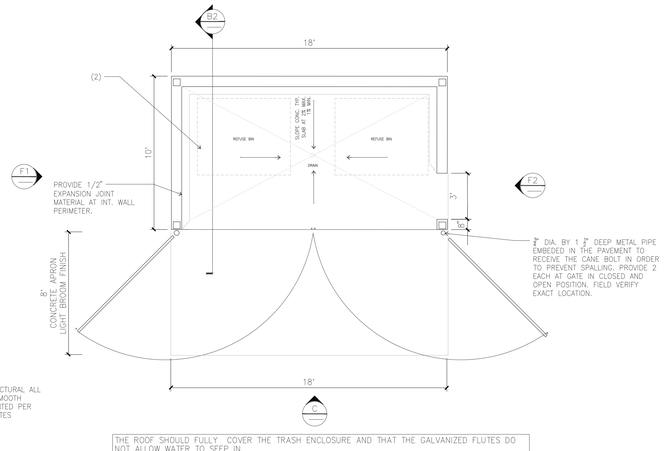
LIGHT POLE AND BASE M

scale: 1/8" = 1'-0"



TRASH ENCLOSURE ELEVATION F1

scale: 1/4" = 1'-0"



THE ROOF SHOULD FULLY COVER THE TRASH ENCLOSURE AND THAT THE GALVANIZED FLUTES DO NOT ALLOW WATER TO SEEP IN.
C.CONCRETE APRON MUST BE INSTALLED TO COVER THE FRONT OF THE ENCLOSURE AND EXTEND A MINIMUM LENGTH OF 8 FEET FROM ENCLOSURE OPENING. THE APRON MUST BE ENGINEERED TO WITHSTAND UP TO 20,000 POUNDS OF DIRECT FORCE FROM A SINGLE TRUCK AXLE. APRON MUST BE THE SAME ELEVATION AS THE ENCLOSURE PAD THRESHOLD AND SURROUNDING SURFACES, WITH A SLOPE OF 1/8 INCH PER FOOT FROM THE ENCLOSURE PAD.
THE AREA DIRECTLY IN FRONT OF THE SOLID WASTE ENCLOSURE DOORS HAVE "NO PARKING" PAINTED ON THE GROUND AND ON ADEQUATELY LIT DOOR SIGNS.

NOTES:

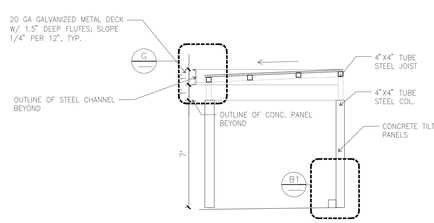
1. SEE SITE PLAN FOR LOCATIONS.
2. SACK AND PATCH ALL PANEL LIFT POINTS ON OF WALL AND PAINT TO MATCH.
3. 5' GATE REQUIRES ONLY 5 POUNDS OF FORCE TO OPEN PER CBC 11B-404.2.9#4 AND FEATURES OPERABLE HARDWARE PER CBC 11B-309 BETWEEN 34" & 44" ABOVE GRADE PER CBC 11B-404.2.7.
4. PAINT THE TRASH ENCLOSURE WITH GRAFFITI RESISTANT PAINT PER THE FREMONT WASTE HANDLING GUIDELINES.
5. PAINT CONCRETE WALL TO SW 7072 ONLINE
6. PAINT TUBE STEEL AND CHANNEL TO MATCH SW 7074 SOFTWARE

TRASH ENCLOSURE ELEVATION F2

scale: 1/4" = 1'-0"

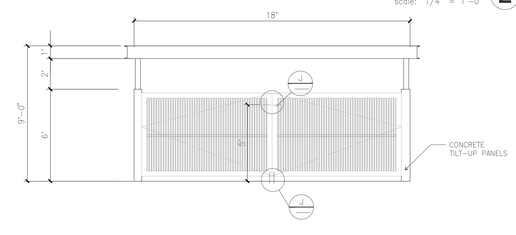
TRASH ENCLOSURE PLAN E

scale: 1/4" = 1'-0"



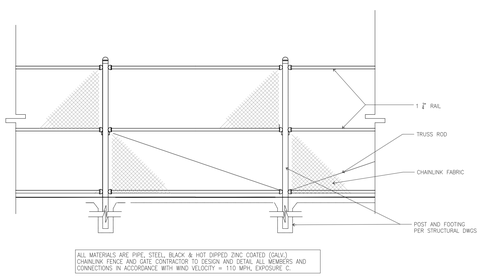
TRASH ENCLOSURE SECTION F3

scale: 1/4" = 1'-0"



TRASH ENCLOSURE GATE ELEVATION C

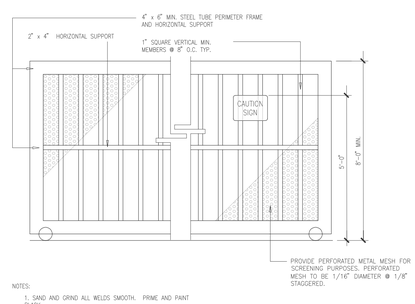
scale: 1/4" = 1'-0"



ALL MATERIALS ARE PIPE, STEEL, BLACK & HOT DIPPED ZINC COATED (GALV.) CHAINLINK FENCE AND GATE CONTRACTOR TO DESIGN AND DETAIL ALL MEMBERS AND CONNECTIONS IN ACCORDANCE WITH WIND VELOCITY = 110 MPH, EXPOSURE C.

CHAIN LINK FENCE DETAIL H

scale: NTS



NOTES:

1. SAND AND GRIND ALL WELDS SMOOTH. PRIME AND PAINT BLACK.
2. DETAIL IS SIMILAR FOR DOUBLE SWING GATE

SLIDING GATE ELEVATION A

scale: NTS

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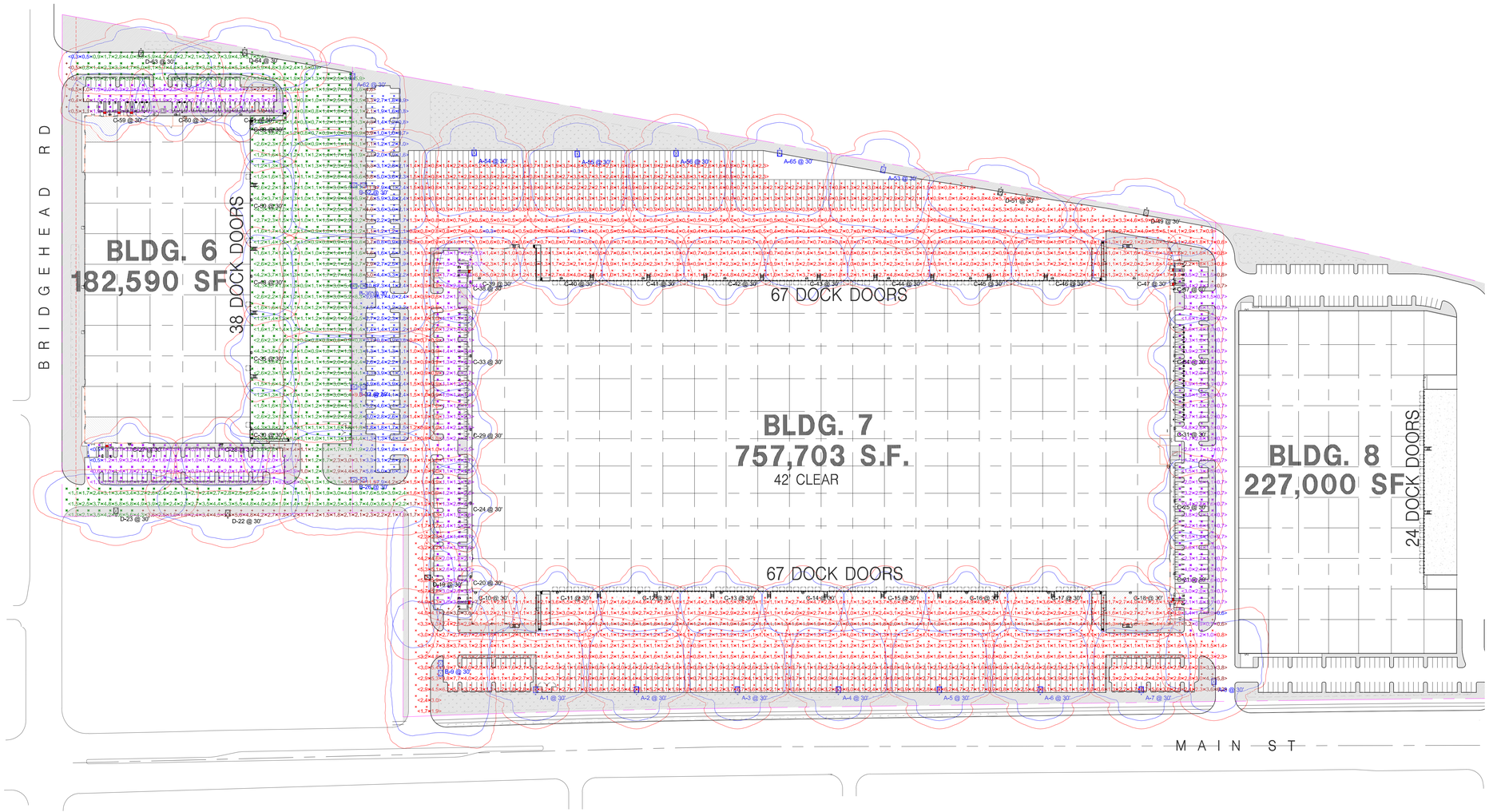
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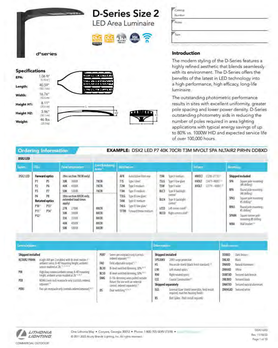
2nd planning submittal 06/07/2024

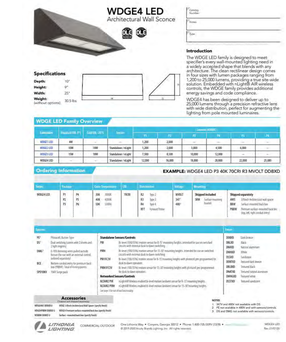
Sheet:

DAB-AD.1



Plan View
Scale - 1" =90ft





Note
1. Readings shown are based on a total LLF of as shown at grade. Data references the extrapolated performance projections in a 25c ambient based on 10,000 hrs of LED testing (per IESNA LM-80-08 and projected per IESNA TM-21-11).
2. Please refer to the light fixture label for mounting heights.
3. Product information can be obtained at www.Acuity Brands.com

Light Level Illuminance Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BUILDING 6 & 7 SITE CALCULATIONS	+	2.0 fc	11.5 fc	0.3 fc	38.3:1	6.7:1
BLDG. 6 & 7 SHARED PARKING LOT	X	2.9 fc	11.5 fc	0.7 fc	16.4:1	4.1:1
BLDG. 6 PARKING LOTS	X	2.1 fc	5.7 fc	0.5 fc	11.4:1	4.2:1
BLDG. 6 TRUCK YARD & DRIVEWAY	X	2.4 fc	9.5 fc	0.5 fc	19.0:1	4.8:1
BLDG. 7 PARKING LOT	X	1.9 fc	6.8 fc	0.6 fc	11.3:1	3.2:1
BLDG. 7 TRUCK LOT & DRIVEWYS	X	1.8 fc	9.9 fc	0.3 fc	33.0:1	6.0:1

Note

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This application design is not a professional engineering drawing and the design, including reported data and calulated results, is provided for informational purposes only,without any warrenty as to accuracy, completeness, safety or otherwise. The design is the result of calculations made using Visual lighting application software, photometric/radiometric data measured in a labrarory, and certian computational and modeling assumptions.
Far-field photometric/radiometric data may have been used to perform one or more calculations. Photometric/radiometric data is typically collected under far-field measurement conditions;far-field data is generally not representitive of near-field geometric conditions. When using the far-field photometric/radiometric data, the Visual software applies certian generalilizing assuptions to approximate near-field performance.. These assumptions may result in significant inaccuracies in individual calculated luminous and/or radiant power quantities in areas where a source is in close proximity to a particular surface or pont.
The modeling of radiant flux exchange used in the Visual software requires a uniform exitance accross each reflecting surface. The Visual software approximates the uniform surface exitance condition by adaptively subdividing surfaces with non-uniform exitance into subsurfaces with sufficiently uniform exitance gradiant. Practical restrictions, due to computer hardware limitations, may prevent the subdivision procedure from subdividing surfaces with high exitance gradients into subsurfaces with sufficiently uniform exitance gradients, introducing potential discretization error into the calculated values.
Calulations performed by Visual software assume that all reflected flux is reflected in a perfectly diffuse(Lambertian) and spectrally uniform manner accross the spectral range being analyzed. If actual reflectance characteristics differ from these assumptions, observed luminous and/or radiant power quantities may differ from the predicted quantities.
As a result of the computional limitations and simplifying modeling assumptions described above,and/or variations in actual product performance from tested product samples, the accuracy of calculated outut values identifying expected radiometric quantities and any resulting derived radiation dose calculation may be adversely affected.
In addition, the accuracy of the application design may be adversely affected if information about the physical space provided to Acuity Brands Lighting is incomplete, inaccurate, outdated or not in the required format (including but not limited to floor plans, space layout, reflected ceiling plans, physical structures, electrical design or specifications) if incorrect assumptions are made because of because such are not appropriate for the space. Furthermore, actual actual field performance may differ from performance calculated using laboratory measurement as a result of miscalculations related to deficiencies in the information provided about the physical space, degregation factors in the end-user enviroment(including, but not limited to, voltage variation and dirt accumulation), or other possible variations in field conditions. Finally, lamp lumen depriciation and/or depriciation in lamp radiant intensity may result in performance over time that differs performance calculated using a new lamp. Light loss factors may have been used in the application design to estimate such depreciation, but flaws in these estimates may also result in performance over time that differ from the calculated performance.
It is the obligation of the end-user to consult with appropriately qualified Proffesional Engineer (s) to determine whether this application design meets the applicable requirements for performance,code compliance, safety,suitability and effectiveness for use in a particular application. In no event will Acuity Brands Lighting be responsible for any loss resulting from any use of this design.

Schedule

Symbol	Label	QTY	Catalog Number	Description	Number Lamps	Lumens per Lamp	LLF	Wattage
	A	14	DSX2 LED P8 40K 70CRI TFTM	D-Series Size 2 Area Luminaire P8 Performance Package 4000K CCT 70 CRI Forward Throw	1	57549	0.9	462.45
	B	5	DSX2 LED P8 40K 70CRI TFTM	D-Series Size 2 Area Luminaire P8 Performance Package 4000K CCT 70 CRI Forward Throw	1	57549	0.9	924.9
	C	38	WDGE4 LED P6 70CRI R4 40K	WDGE4 LED WITH P6 - PERFORMANCE PACKAGE, 4000K, 70CRI, TYPE 4 OPTIC	1	25861	0.9	185.23
	D	7	DSX2 LED P8 40K 70CRI T2M	D-Series Size 2 Area Luminaire P8 Performance Package 4000K CCT 70 CRI Type 2 Medium	1	55668	1	462.45

HPA architecture
hpa, inc.
600 Grand Ave, suite 302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT
YOUNG J. KIM
C-29451
3-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Developer:

JB2 PARTNERS
3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

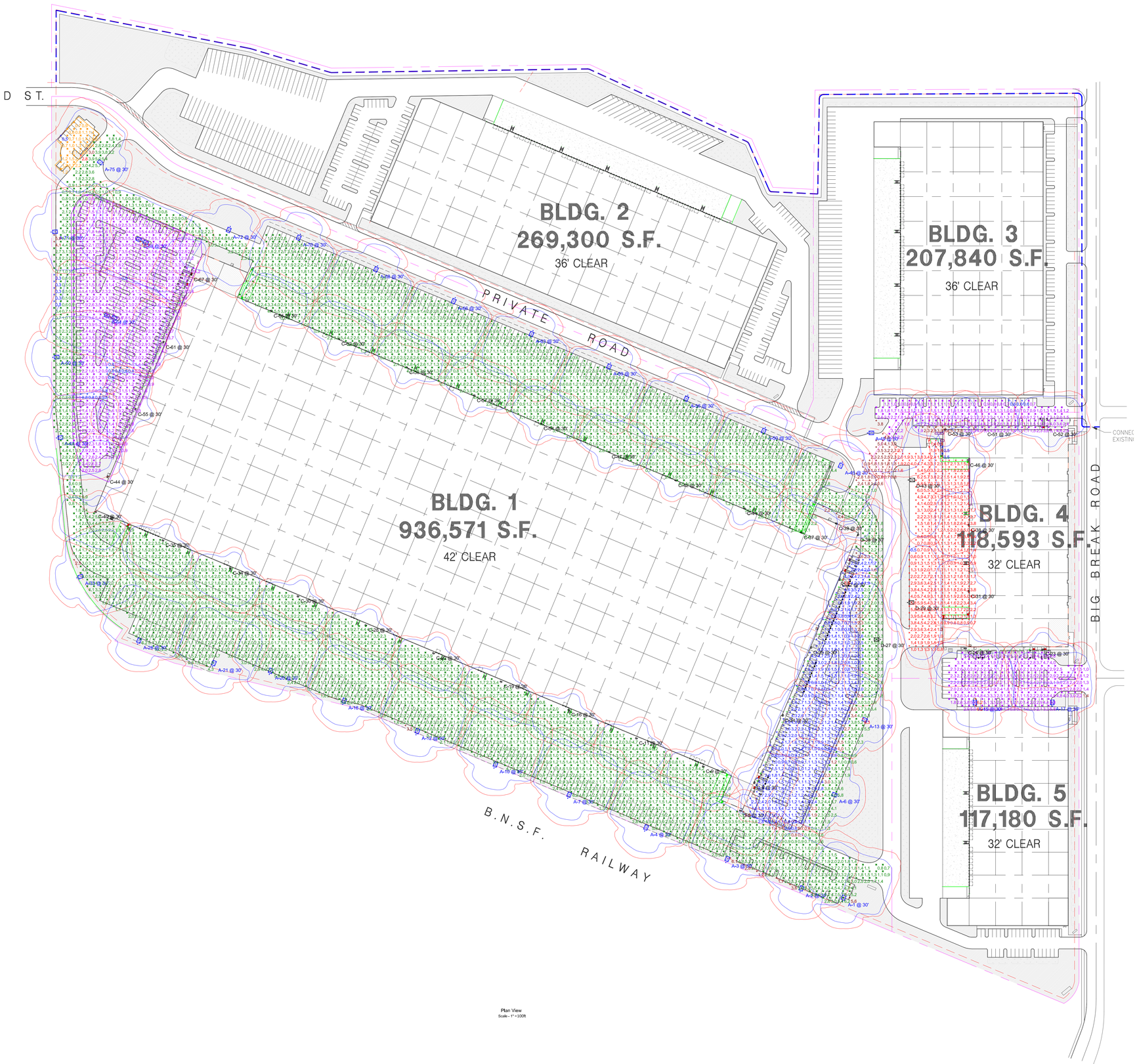
Civil : KIER & WRIGHT
Structural :
Mechanical :
Plumbing :
Electrical :
Landscape : YAMASAKI
Fire Protection :
Soils Engineer : CORNERSTONE

Title: SITE PHOTOMETRIC PLAN

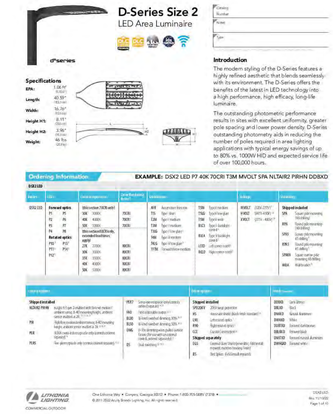
Project Number: 22626
Drawn by: KZ
Date: 12/04/2023
Revision:
1st planning submittal 12/04/2023
2nd planning submittal 08/07/2024

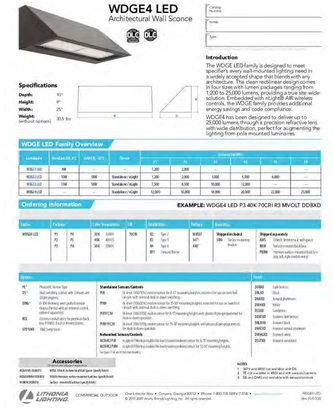
Sheet:

E1.1



Plan View
Scale - 1" = 100ft





Note
1. Readings shown are based on a total LLF of as shown at grade. Data references the extrapolated performance projections in a 25c ambient based on 10,000 hrs of LED testing (per IESNA LM-80-08 and projected per IESNA TM-21-11).
2. Please refer to the light fixture label for mounting heights.
3. Product information can be obtained at www.Acuity Brands.com

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BLDG. 1 & 4 SITE CALCULATIONS	+	2.0 fc	12.1 fc	0.3 fc	40.3:1	6.7:1
BLDG. 1 PARKING LOT	X	2.6 fc	12.1 fc	0.8 fc	15.1:1	3.3:1
BLDG. 1 PARKING LOT 2	X	1.7 fc	5.5 fc	0.7 fc	7.9:1	2.4:1
BLDG. 1 SMALL PARKING LOT	X	1.4 fc	2.8 fc	0.5 fc	5.6:1	2.8:1
BLDG. 1 TRUCK YARD & DRIVEWAY	X	1.9 fc	6.3 fc	0.3 fc	21.0:1	6.3:1
BLDG. 4 PARKING LOT	X	2.3 fc	6.2 fc	0.6 fc	10.3:1	3.8:1
BLDG. 4 TRUCK YARD	X	2.3 fc	6.2 fc	0.5 fc	12.4:1	4.6:1

Schedule

Symbol	Label	QTY	Catalog Number	Description	Number Lamps	Lumens per Lamp	LLF	Wattage
	A	30	DSX2 LED P8 40K 70CRI TFTM	D-Series Size 2 Area Luminaire P8 Performance Package 4000K CCT 70 CRI Forward Throw	1	57549	0.9	462.45
	B	2	DSX2 LED P8 40K 70CRI TFTM	D-Series Size 2 Area Luminaire P8 Performance Package 4000K CCT 70 CRI Forward Throw	1	57549	0.9	924.9
	C	38	WDGE4 LED P6 70CRI R4 40K	WDGE4 LED WITH P6 - PERFORMANCE PACKAGE, 4000K, 70CRI, TYPE 4 OPTIC	1	25861	0.9	185.23
	D	3	DSX2 LED P8 40K 70CRI T2M	D-Series Size 2 Area Luminaire P8 Performance Package 4000K CCT 70 CRI Type 2 Medium	1	55668	1	462.45

Calculations performed by Visual software assume that all reflected flux is reflected in a perfectly diffuse(Lambertian) and spectrally uniform manner accross the spectral range being analyzed. If actual reflectance characteristics differ from these assumptions, observed luminous and/or radiant power quantities may differ from the predicted quantities.
As a result of the computional limitations and simplifying modeling assumptions described above,and/or variations in actual product performance from tested product samples, the accuracy of calculated outut values identifying expected radiometric quantities and any resulting derived radiation dose calculation may be adversely affected.
In addition, the accuracy of the application design may be adversely affected if information about the physical space provided to Acuity Brands Lighting is incomplete, inaccurate, outdated or not in the required format (including but not limited to floor plans, space layout, reflected ceiling plans, physical structures, electrical design or specifications) if incorrect assumptions are made because of because such are not appropriate for the space. Furthermore, actual actual field performance may differ from performance calculated using laboratory measurement as a result of miscalculations related to deficiencies in the information provided about the physical space, degregation factors in the end-user enviroment(including, but not limited to, voltage variation and dirt accumulation), or other possible variations in field conditions. Finally, lamp lumen depriciation and/or depriciation in lamp radiant intensity may result in performance over time that differs performance calculated using a new lamp. Light loss factors may have been used in the application design to estimate such depreciation, but flaws in these estimates may also result in performance over time that differ from the calculated performance.
It is the obligation of the end-user to consult with appropriately qualified Proffesional Engineer (s) to determine whether this application design meets the applicable requirements for performance,code compliance, safety,suitability and effectiveness for use in a particular application. In no event will Acuity Brands Lighting be responsible for any loss resulting from any use of this design.

HPA architecture
hpa, inc.
600 Grand Ave, suite 302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT YONG G. KIM C-29451 3-31-25 RENEWAL DATE STATE OF CALIFORNIA

Developer:

JB2 PARTNERS
3565 Piedmont Rd
Building 4,Suite 460
Atlanta, GA 30305
Tel: 404-210-3003

Project:

BRIDGEHEAD INDUSTRIAL

Oakley, CA

Consultants:

Civil : KIER & WRIGHT
Structural :
Mechanical :
Plumbing :
Electrical :
Landscape : YAMASAKI
Fire Protection :
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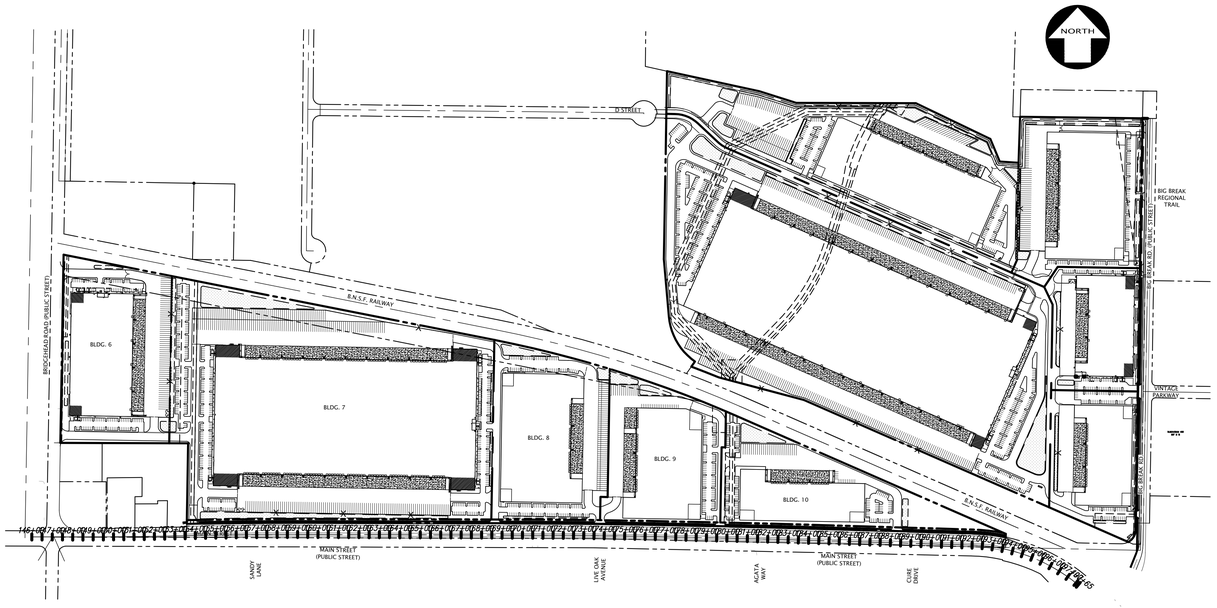
Title: SITE PHOTOMETRIC PLAN

Project Number: 22626
Drawn by: KZ
Date: 12/04/2023
Revision:
1st planning submittal 12/04/2023
2nd planning submittal 06/07/2024

Sheet: E1.2

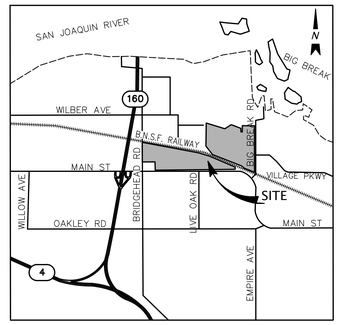
PRELIMINARY SITE IMPROVEMENT PLANS
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA



SITE MAP

1"= 300'



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET	DESCRIPTION
CIVIL	
C1.0	COVER SHEET
C2.0	TOPOGRAPHIC SURVEY
C3.0	PRELIMINARY SITE PLAN
C3.1	TENTATIVE MAP PLAN
C4.0	PRELIMINARY GRADING & DRAINAGE PLAN
C4.1	PRELIMINARY GRADING & DRAINAGE PLAN
C4.2	PRELIMINARY GRADING & DRAINAGE PLAN
C4.3	PRELIMINARY GRADING & DRAINAGE PLAN
C4.4	TYPICAL SECTIONS
C5.0	PRELIMINARY UTILITY PLAN
C5.1	PRELIMINARY UTILITY PLAN
C5.2	PRELIMINARY UTILITY PLAN
C5.3	PRELIMINARY UTILITY PLAN
C6.0	PRELIMINARY STORM WATER QUALITY CONTROL PLAN
C7.0	PRELIMINARY OVERLAND RELEASE
C8.0	PRELIMINARY TRUCK TURNING
C8.1	PRELIMINARY TRUCK TURNING
C8.2	PRELIMINARY TRUCK TURNING
C8.3	PRELIMINARY TRUCK TURNING

EARTHWORK SUMMARY

CUT: 385,000 CY

FILL: 385,000 CY

NOTE:

THE EARTHWORK QUANTITIES LISTED ON THESE PLANS ARE STATED ONLY FOR CALCULATION OF GRADING AND BUILDING PERMIT FEES. THESE QUANTITIES DO NOT INCLUDE TRENCH OR FOOTING SPOILS, SHRINK OR SWELL FROM COMPACTING EFFORTS OR OTHER VARIABLES. THE ENGINEER MAKES NO REPRESENTATION THIS SITE WILL BALANCE. THE CONTRACTOR SHALL DETERMINE HIS OWN EARTHWORK QUANTITIES AND BASE HIS BID ACCORDINGLY.

DEVELOPER

JB2 PARTNERS LLC
ATTN: ADAM TERRELL
3565 PIEDMONT RD NE, BLDG 4, STE. 460
ATLANTA, GA 30305
404-210-3033

ARCHITECT

HPA, INC.
ATTN: TERESA GOODWIN
600 GRAND AVENUE, STE 302
OAKLAND, CA 94610
949-862-2111

CIVIL ENGINEER

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
ATTN: ZIKAR SARYEDDEAN, P.E.
2850 COLLIER CANYON ROAD
LIVERMORE, CA 94551
925-245-8788

LANDSCAPE ARCHITECT

YAMASAKI LANDSCAPE ARCHITECTURE
ATTN: JEFF AMBROSIA, R.L.A., A.S.L.A., C.L.I.A, LEED AP
1223 HIGH STREET
AUBURN, CA 95603
530-885-0040

Know what's below. Call before you dig.

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER ZIKAR SARYEDDEAN No. 65838 CIVIL STATE OF CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

COVER SHEET
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C1.0
OF	19 SHEETS

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NOTES

1. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY CHICAGO TITLE INSURANCE COMPANY DATED AS OF SEPTEMBER 3, 2021, ORDER NUMBER 60602674-606-TEO-PJ, FURNISHED TO KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC BY OXFOOT OAKLEY, LLC., ON DECEMBER 10, 2021. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.

2. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

3. THIS SURVEY DOES NOT SHOW THE LOCATIONS OF THE FOLLOWING UNDERGROUND UTILITY LINES DUE TO THE FACT THAT THE CLIENT HAS NOT FURNISHED KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. WITH ANY PLANS THAT DELINEATE THEIR LOCATIONS: NITROGEN LINES, (IF ANY) FIBER OPTIC LINES (IF ANY). ALL PARTIES SHOULD CONSIDER THIS SURVEY AS PRELIMINARY WITH REGARDS TO THE LOCATION OF THE UTILITY FACILITIES. UPON RECEIPT OF THIS INFORMATION KIER & WRIGHT WILL UPDATE THIS SURVEY AND REISSUE IT.

4. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SAID SUBSURFACE OBJECTS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE FOOTINGS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PIPING, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.

5. THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR CONTRA COSTA COUNTY, CALIFORNIA, MAP NUMBER 06013C0163G FOR COMMUNITY NUMBER 060766 (CITY OF OAKLEY), WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2015, AS BEING LOCATED IN FLOOD ZONE "X" (NO SCREEN). AE (EL 9')

   ACCORDING TO FEMA THE DEFINITION OF ZONE "X" (NO SCREEN) IS: AREA OF MINIMAL FLOOD HAZARD.

   INFORMATION WAS OBTAINED FROM THE FEMA WEBSITE.

   FEMA BASE FLOOD ELEVATIONS ARE BASED ON NAVD88 DATUM.

6. BENCHMARK:
   STANDARD CONTRA COSTA COUNTY BENCHMARK #1495 SET IN EASTERLY END OF THE MOST NORTHERLY CONCRETE GAS PUMP ISLAND OF THE ASSOCIATED STATION LOCATED AT THE SOUTHWEST CORNER INTERSECTION OF NEROLY ROAD AND HIGHWAY 4 AND 24 EAST OF ANTIOCH. (NAVD88 DATUM)

7. BASIS OF BEARINGS:
   THE BEARING OF NORTH 00° 36' 35" EAST TAKEN ON THE MONUMENT LINE OF WILBUR AVENUE AS SHOWN ON THAT CERTAIN SUBDIVISION MAP NO. 9513, FILED FOR RECORD ON MAY 28, 2020, IN BOOK 543 OF MAPS AT PAGES 4 THRU 10, OFFICIAL RECORDS OF CONTRA COSTA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

8. CORNER RECORD NOTE:
   THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FILING OF PRE-CONSTRUCTION AND POST-CONSTRUCTION CORNER RECORDS FOR ANY MONUMENTS OR PROPERTY CORNERS SHOWN HEREON THAT MAY BE DESTROYED DURING IMPROVEMENTS TO THE SUBJECT PROPERTY AS DEFINED IN SECTION 8771(B) OF THE PROFESSIONAL LAND SURVEYORS ACT.

9. THIS MAP HAD PRODUCED ACCORDING TO PROCEDURES THAT COMPLY WITH NATIONAL STANDARD FOR SPATIAL ACCURACY (NSSDA) FOR A CONTOUR INTERVAL OF 1 -FOOT AND A MAP SCALE OF 1"=30'. CONTOURS WITHIN VEGETATED AREAS AND SHADOW OUTLINED AREA MAY NOT MEET MAPPING STANDARDS AND SHOULD BE FIELD CHECKED. THIS COMPUTER PLOTTED MAP WAS GENERATED BY PHOTOGRAMMETRIC METHODS BY KIER+WRIGHT. JOB NUMBER A21757. DATE OF PHOTOGRAPHY 01-06-2021.

   AS OF THE DATE OF THIS SURVEY, IT WAS OBSERVED THAT THE PROJECT SITE WAS ACTIVELY FARMED DURING OUR FIELD SURVEY. PRIOR TO ANY MASS GRADING OPERATIONS AND AFTER DEMOLITION OR SITE CLEARING AND GRUBBING, IT IS RECOMMENDED THAT AN ADDITIONAL TOPOGRAPHIC SURVEY BE PERFORMED FOR THE PURPOSE OF REVIEWING QUANTITIES WHERE SOIL CAN EXPAND OR CONTRACT.

LEGEND

- BUILDING LINE
- CENTERLINE
- CONCRETE/BLOCK WALL
- CONCRETE CURB
- CONCRETE CURB & GUTTER
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- DRIVEWAY
- EASEMENT LINE
- EDGE OF PAVEMENT
- ELECTRIC LINE
- FENCE LINE
- FIBER OPTICS LINE
- GAS LINE-VALVE & METER
- JOINT TRENCH LINE
- LOT LINE
- MONUMENT/MONUMENT LINE
- OVERHEAD POWER LINE
- PROPERTY LINE
- RAILROAD TRACKS
- SANITARY SEWER LINE-MANHOLE & CLEANOUT
- SIDEWALK
- SPOT ELEVATION
- STORM DRAIN LINE-MANHOLE & CATCH BASIN
- STORM DRAIN LINE-MANHOLE & CATCH BASIN
- STORM DRAIN LINE OVER 24"DIAMETER
- TELEPHONE LINE
- CABLE TELEVISION LINE
- UNKNOWN UTILITY LINE
- WATER LINE & VALVE
- BACKFLOW PREVENTION DEVICE
- FIRE HYDRANT
- GAS METER
- GUY ANCHOR
- POWER POLE/JOINT POLE
- TRAFFIC SIGN
- TREE
- UTILITY BOX
- UTILITY LINE MARKER
- WATER VALVE
- WELL

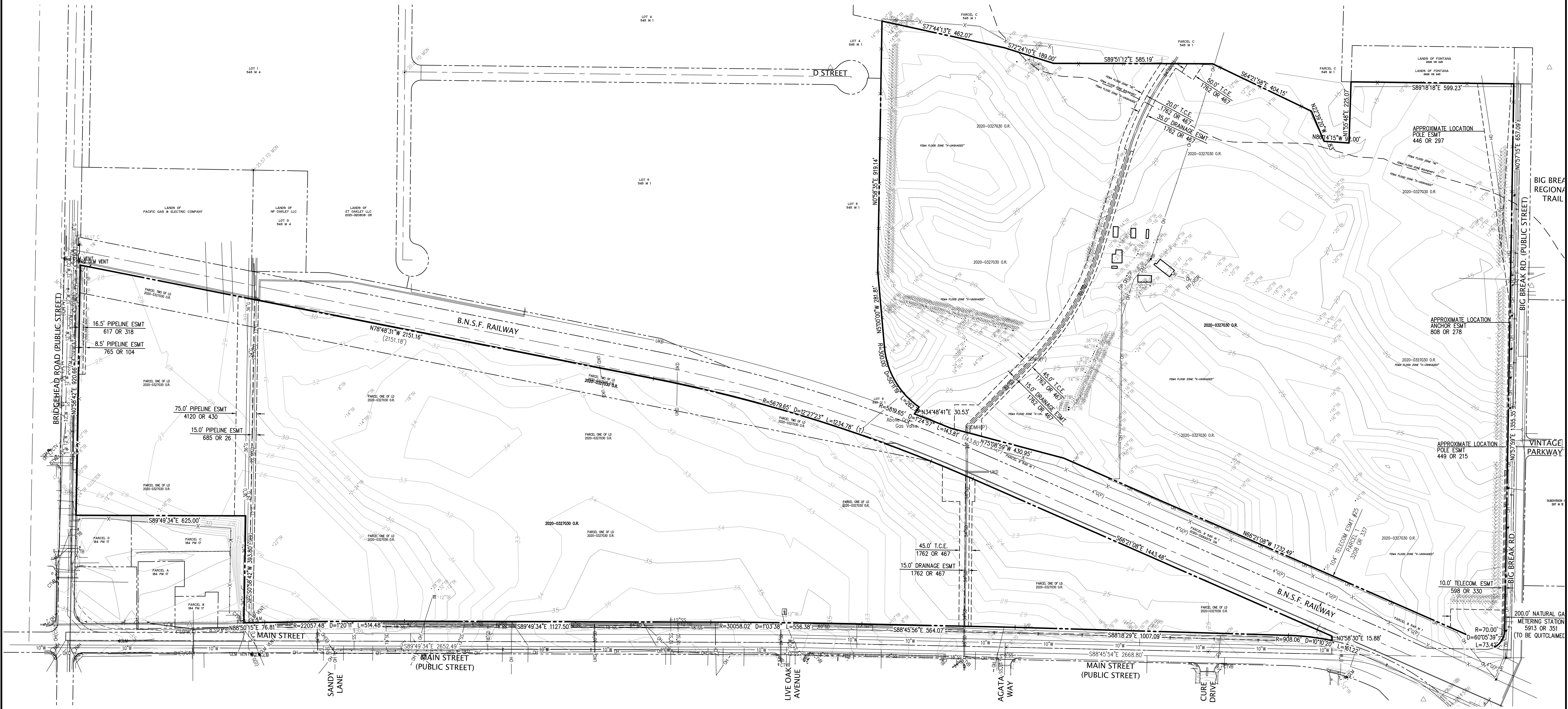
ABBREVIATIONS

BL	BUILDING LINE
BLRD	BOLLARD
BW	BACK OF WALK
CB	CATCH BASIN
CMP	CORRUGATED METAL PIPE
CP	CATHODIC PROTECTION
E	EAST
EB	ELECTRIC BOX
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EV	ELECTRICAL VAULT
FF	FINISH FLOOR
FH	FIRE HYDRANT
FND	FOUND
GA	GUY ANCHOR
GAS	GAS LINE
GLM	GAS LINE MARKER
MH	MANHOLE
MON	MONUMENT
MW	MONITORING WELL
N	NORTH
NE	NORTH EAST
NW	NORTH WEST
O.R.	OFFICIAL RECORD
OH	OVERHEAD
PA	PUBLIC ADDRESS SYSTEM
PM	PARCEL MAP
R/W	RIGHT OF WAY
RE	RIM ELEVATION
S	SOUTH
SDMH	STORM DRAIN MANHOLE
SP	STAND PIPE
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
TC	TOP OF CURB
TP	TELEPHONE POLE
TSB	TRAFFIC SIGNAL BOX
W	WEST
WB	WATER BOX
WV	WATER VALVE

NORTH

0 75 150 300 450

Scale 1" = 150'



NO.	REVISION	BY
	1ST PLANNING SUBMITTAL 12/04/2023	
	2ND PLANNING SUBMITTAL 06/07/2024	

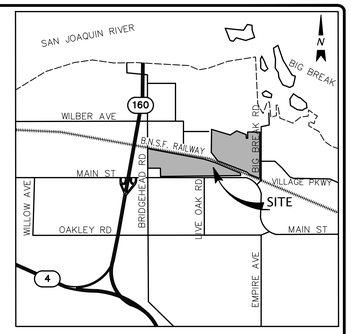
KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

TOPOGRAPHIC SURVEY
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

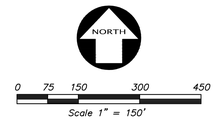
DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C2.0
OF 19	SHEETS

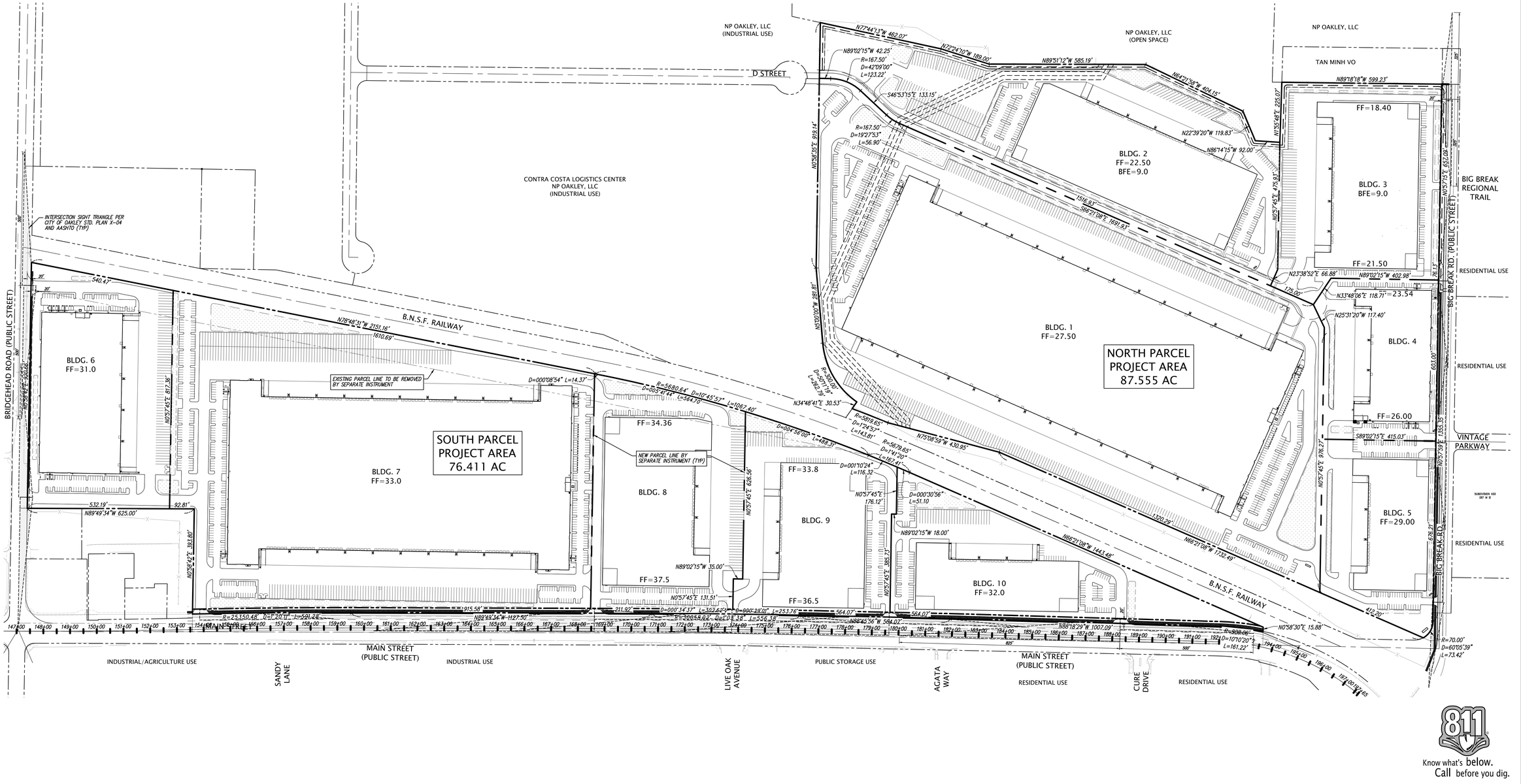
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VICINITY MAP

NOT TO SCALE





Know what's below.
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NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER
TIMAH SARYEDDAN
No. 65838
CIVIL
STATE OF CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

PRELIMINARY SITE PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C3.0
OF	19 SHEETS

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TENTATIVE MAP 9694
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

BEING A SUBDIVISION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED DECEMBER 29, 2020, IN THE OFFICIAL RECORDS OF COUNTY OF CONTRA COSTA

OAKLEY, CALIFORNIA

PROJECT DATA

OWNER/ SUBDIVIDER
OXFOOT OAKLEY
ATTN: FREDERIC T. CLINE
532 2nd STREET
SONOMA, CA 95475

DEVELOPER
JB2 PARTNERS, LLC
ADAM TERRELL
3565 PIEDMONT RD NE, BLDG. 4, STE. 460
ATLANTA, GA 30305
(404) 210–3033

CIVIL ENGINEER
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
ATTN: ZIKAR SARYEDDEAN, PE
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LIVERMORE, CA, 94551
(925) 245–8788

LAND SURVEYOR
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
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LIVERMORE, CA, 94551
(925) 245–8788

ARCHITECT
HPA, INC.
ATTN: TERESA GOODWIN
600 GRAND AVENUE
OAKLAND, CA, 94610
(949) 861–2111

LANDSCAPE ARCHITECT
YAMASAKI LANDSCAPE ARCHITECTURE
ATTN: JEFF AMBROSIA, RLA, ASLA, LEED AP
1223 HIGH STREET
AUBURN, CA, 95603
(530) 885–0040

ASSESSOR'S PARCEL NUMBERS:
037–040–015–2, 037–040–007–9 & 037–020–007–3

EXISTING USE:
AGRICULTURE

PROPOSED USE:
INDUSTRIAL

EXISTING ZONING:
SP–2 RIVER OAKS CROSSING S.P. AND
BPL BUSINESS PARK LOW

PROPOSED ZONING:
INDUSTRIAL

GENERAL PLAN:
BUSINESS PLAN

EXISTING NUMBER OF LOTS: THREE

PROPOSED NUMBER OF LOTS: TEN

UTILITIES
WATER SOURCE: DIABLO WATER DISTRICT (DWD)
GAS & ELECTRIC: P.G.& E.
STORM: CITY OF OAKLEY
SEWER: IRON HORSE SANITARY DISTRICT (IHSD)
TELECOMMUNICATIONS: AT&T AND COMCAST

BASIS OF BEARINGS
THE BEARING OF NORTH 00° 36' 35" EAST TAKEN ON THE MONUMENT LINE OF WILBUR AVENUE AS SHOWN ON THAT CERTAIN SUBDIVISION MAP NO. 9513, FILED FOR RECORD ON MAY 28, 2020, IN BOOK 543 OF MAPS AT PAGES 4 THRU 10, OFFICIAL RECORDS OF CONTRA COSTA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

FEMA NOTE
THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR CONTRA COSTA COUNTY, CALIFORNIA, MAP NUMBER 06013C0163G FOR COMMUNITY NUMBER 060766 (CITY OF OAKLEY), WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2015, AS BEING LOCATED IN FLOOD ZONE "X" (NO SCREEN). AE (EL 9')

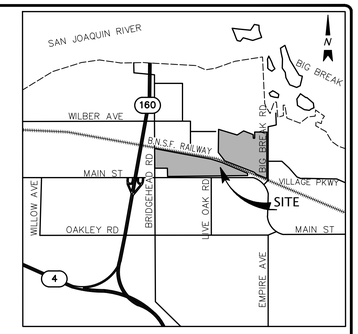
ACCORDING TO FEMA THE DEFINITION OF ZONE "X" (NO SCREEN) IS: AREA OF MINIMAL FLOOD HAZARD.

INFORMATION WAS OBTAINED FROM THE FEMA WEBSITE.

FEMA BASE FLOOD ELEVATIONS ARE BASED ON NAVD88 DATUM

BENCHMARK
STANDARD CONTRA COSTA COUNTY BENCHMARK #1495 SET IN EASTERLY END OF THE MOST NORTHERLY CONCRETE GAS PUMP ISLAND OF THE ASSOCIATED STATION LOCATED AT THE SOUTHWEST CORNER INTERSECTION OF NEROLY ROAD AND HIGHWAY 4 AND 24 EAST OF ANTIOCH.
(NAVD88 DATUM)

NORTH
0 75 150 300 450
Scale 1" = 150'



VICINITY MAP
NOT TO SCALE

PROJECT BOUNDARY AREA

PROJECT AREA	AREA GROSS	AREA NET
NORTH PROJECT PARCEL AREA	87.56± AC	87.51± AC
NORTH PROJECT PARCEL AREA	74.41± AC	74.76± AC
TOTAL PROJECT AREA	163.97± AC	162.27± AC

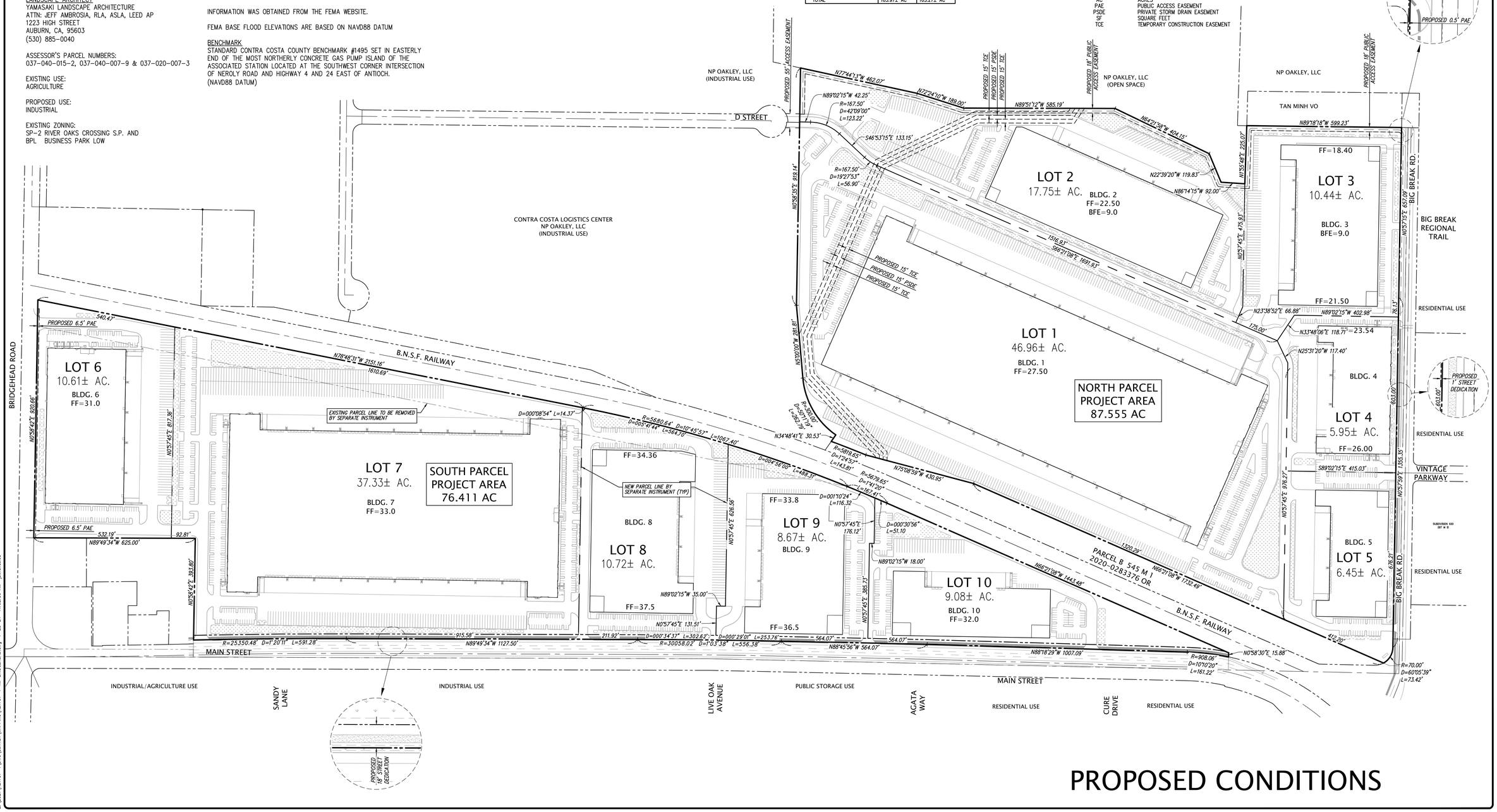
PROPOSED LOTS

LOT NUMBER	AREA GROSS	AREA NET
LOT 1	46.96± AC	46.96± AC
LOT 2	17.75± AC	17.75± AC
LOT 3	10.44± AC	10.42± AC
LOT 4	5.95± AC	5.94± AC
LOT 5	6.45± AC	6.43± AC
LOT 6	10.61± AC	10.61± AC
LOT 7	37.33± AC	37.72± AC
LOT 8	10.72± AC	10.50± AC
LOT 9	8.67± AC	8.42± AC
LOT 10	9.08± AC	8.50± AC
TOTAL	163.97± AC	163.27± AC

LEGEND
- PROPOSED EASEMENT LINE
- LOT LINE
- MONUMENT LINE
- SUBDIVISION BORDER
- PROPOSED LOT LINE
- PROPOSED BUILDING LINE

ABBREVIATIONS

AC	ACRES
PAE	PUBLIC ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SF	SQUARE FEET
TCE	TEMPORARY CONSTRUCTION EASEMENT



PROPOSED CONDITIONS

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	
3	2ND DIABLO WATER DISTRICT SUBMITTAL 07/09/2024	

REGISTERED PROFESSIONAL ENGINEER ZIKAR SARYEDDEAN No. 65838 CIVIL STATE OF CALIFORNIA

KIER+WRIGHT
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www.kierwright.com

TENTATIVE MAP PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS
OAKLEY, CALIFORNIA

DATE	JULY, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C3.1
OF	19 SHEETS

Z:\2021\A21757-4\DWG\SUBKEY\MAPPING\A21757-4-TM-BRIDGEHEAD.dwg 7-25-24 11:02:35 AM jthonesou

NORTH

0 75 150 300 450

Scale 1" = 150'

LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
——x——x——	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
FS	FIRE SERVICE
SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
X"SD	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	STORM DRAIN MANHOLE
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
SSMH	SANITARY SEWER MANHOLE
	SINGLE CHECK VALVE
SDMH	STORM DRAIN MANHOLE
	WATER METER

NOTE:
ALL PROPOSED SD UTILITIES ON-SITE ARE PRIVATE, EXCEPT THE PROPOSED 84" SD RE-ROUTE

PGE & DRY UTILITIES WILL BE PROVIDED AS PART OF THE PERMIT SET.

IT IS UNDERSTOOD THE PROJECT WILL BE CONDITIONED ACCORDINGLY, AND THE PROJECT WILL BE REVISED AS NEEDED.

D STREET

BIG BREAK RD.

PRIVATE STREET

BLDG. 2
FF=22.50
BFE=9.0

BLDG. 3
BFE=9.0
FF=18.40

FF=21.50

FF=23.54

BLDG. 4

FF=26.00

BLDG. 5
FF=29.00

BLDG. 1
FF=27.50

SEE SHEET C4.3

VINTAGE PARKWAY

B.N.S.F. RAILWAY

BRIDGEHEAD ROAD

BLDG. 6
FF=31.0

SEE SHEET C4.1

BLDG. 7
FF=33.0

FF=34.36

BLDG. 8

FF=33.8

BLDG. 9

SEE SHEET C4.2

FF=37.5

FF=36.5

BLDG. 10
FF=32.0

MAIN STREET

SANDY LANE

LIVE OAK AVENUE

AGATA WAY

CURE DRIVE

OAKLEY, CALIFORNIA

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

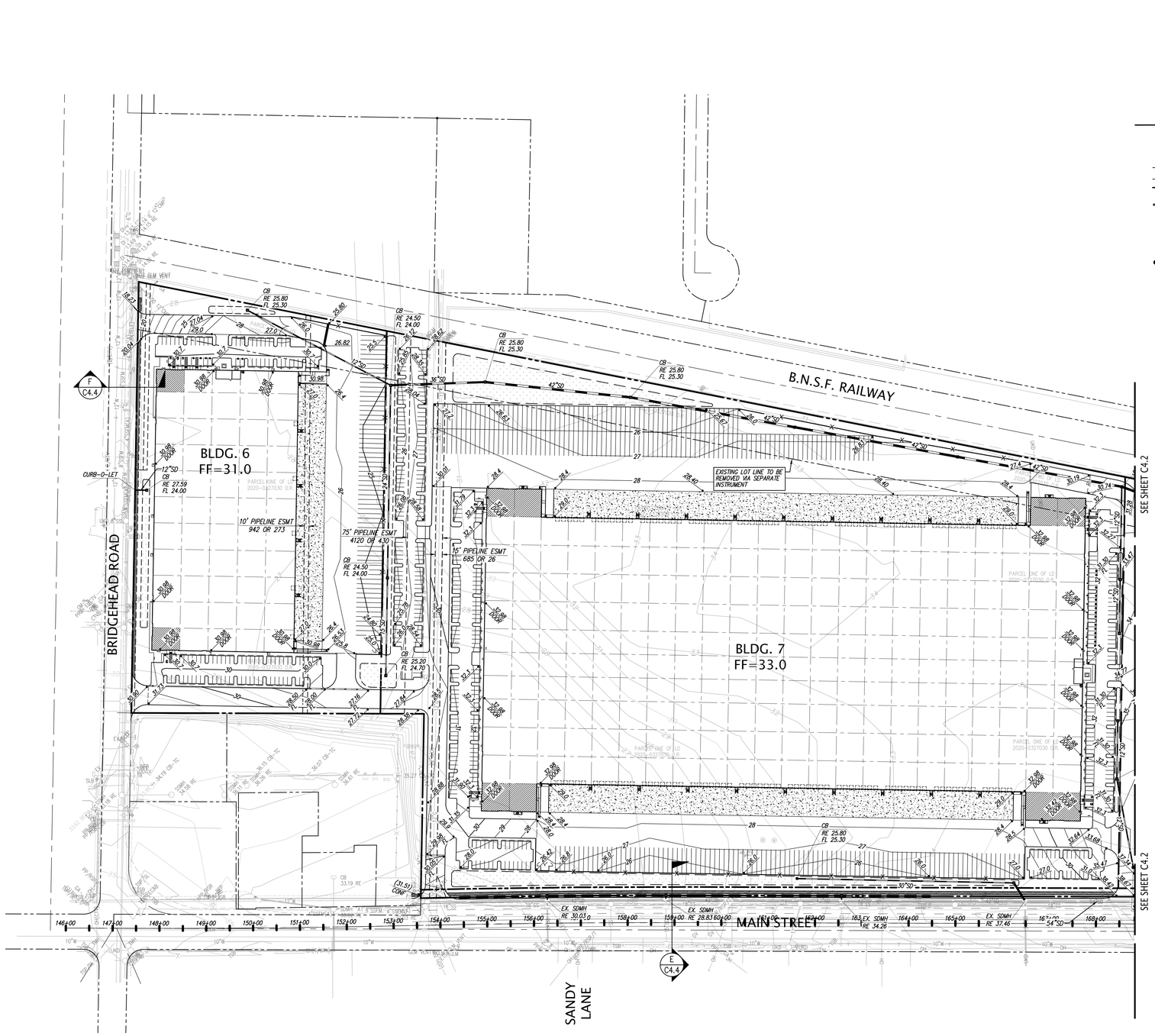
REGISTERED PROFESSIONAL ENGINEER
TIMAH SARYEDDAN
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PRELIMINARY GRADING & DRAINAGE PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C4.0
OF	19 SHEETS

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LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
FS	FIRE SERVICE
SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
X"SD	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	STORM DRAIN MANHOLE
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
SSMH	SANITARY SEWER MANHOLE
	SINGLE CHECK VALVE
SDMH	STORM DRAIN MANHOLE
	WATER METER

NO.	REVISION	BY

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

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PRELIMINARY GRADING & DRAINAGE PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C4.1
OF	19 SHEETS

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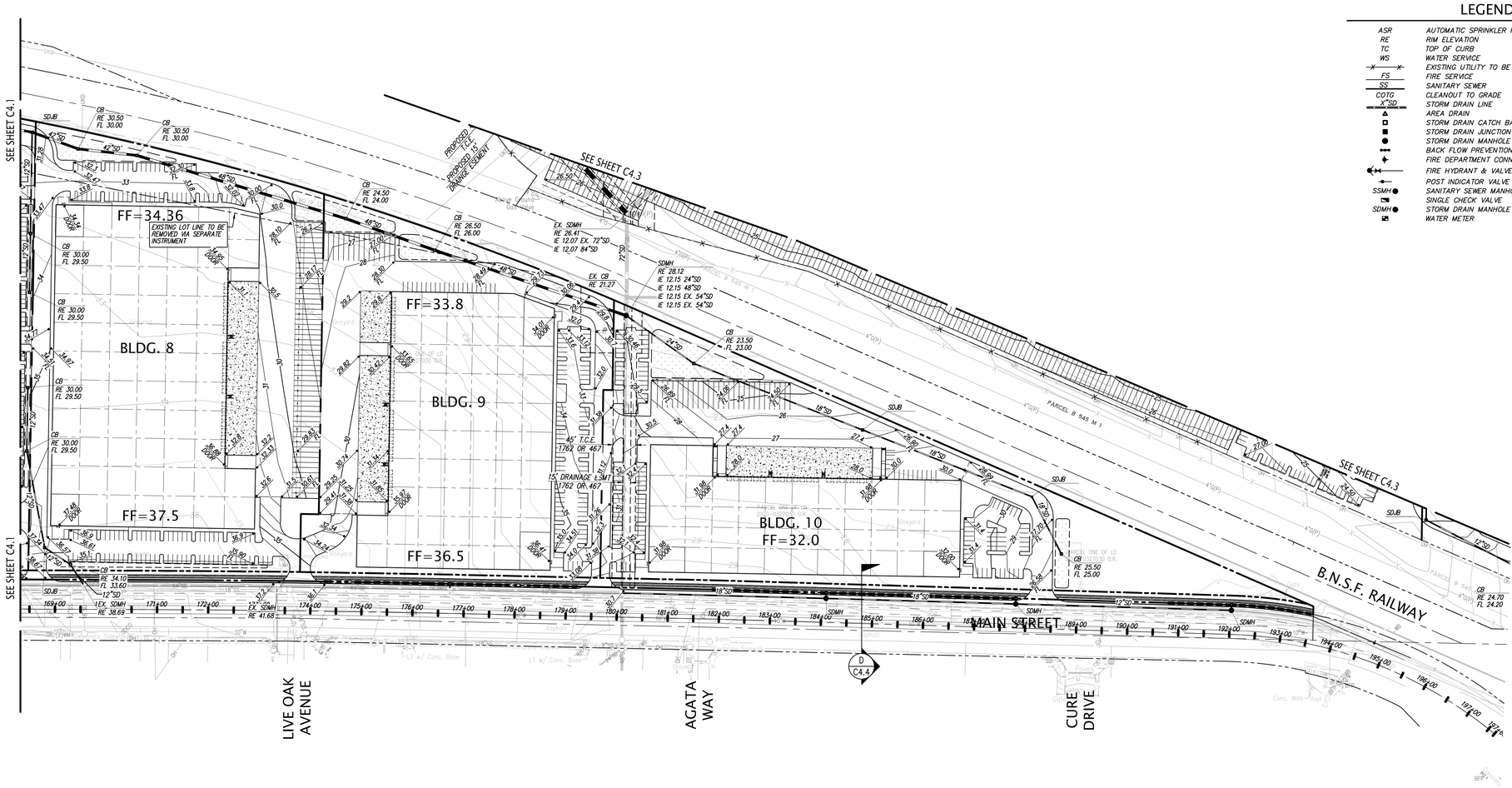
NORTH

0 50 100 200 300

Scale 1" = 100'

LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
FS	FIRE SERVICE
SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
X"SD	STORM DRAIN LINE
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SSMH	STORM DRAIN MANHOLE
	BACK FLOW PREVENTION DEVICE
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	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
SSMH	SANITARY SEWER MANHOLE
	SINGLE CHECK VALVE
SDMH	STORM DRAIN MANHOLE
	WATER METER



NO.	REVISION	BY
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2	2ND PLANNING SUBMITTAL 06/07/2024	

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PRELIMINARY GRADING & DRAINAGE PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4

SHEET C4.2
OF 19 SHEETS

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NORTH

0 50 100 200 300

Scale 1" = 100'

LEGEND

- ASR — AUTOMATIC SPRINKLER RISER
- RE — RIM ELEVATION
- TC — TOP OF CURB
- WS — WATER SERVICE
- EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
- FS — FIRE SERVICE
- SS — SANITARY SEWER
- COTG — CLEANOUT TO GRADE
- X"SD — STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- STORM DRAIN MANHOLE
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- SSMH — SANITARY SEWER MANHOLE
- SINGLE CHECK VALVE
- SDMH — STORM DRAIN MANHOLE
- WATER METER
- PROPOSED RETAINING WALL

D STREET

PRIVATE STREET

BIG BREAK RD.

VINTAGE PARKWAY

BNSF RAILWAY

BLDG. 1
FF=27.50

BLDG. 2
FF=22.50
BFE=9.0

BLDG. 3
BFE=9.0
FF=18.40
FF=20.50

BLDG. 4
FF=23.54
FF=26.00

BLDG. 5
FF=29.00

PARCEL C
545 M 1

LOT 4
545 M 1

LOT 5
545 M 1

LANDS OF FONTANA
2828 OR 245

SUBDIVISION 633
287 M 12

PARCEL B
545 M 1

2020-0327030 O.R.

20' T.C.E. 1782 OR 467 TO BE VACATED

35' DRAINAGE ESMT 1782 OR 467 TO BE VACATED

EX. 84" SD TO BE REMOVED

PROPOSED 45' T.C.E.

PROPOSED 15' DRAINAGE EASEMENT

45' T.C.E. 1782 OR 467 TO BE VACATED

15' DRAINAGE ESMT 1782 OR 467 TO BE VACATED

APPROXIMATE LOCATION POLE ESMT 446 OR 297

10' TELECOM. ESMT 598 OR 330

200' NATURAL GAS METERING STATION 5913 OR 351

SEE SHEET C4.2

SEE SHEET C4.2

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

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PRELIMINARY GRADING & DRAINAGE PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

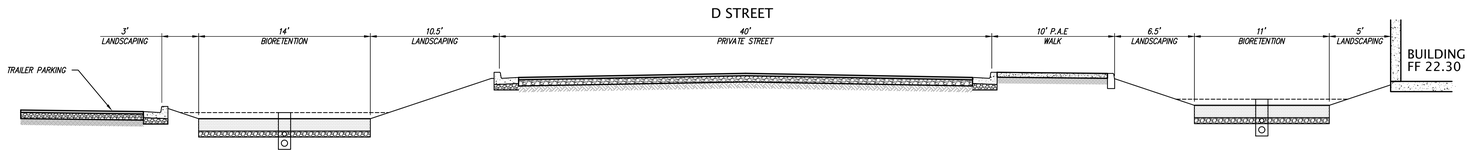
OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C4.3
OF	19 SHEETS

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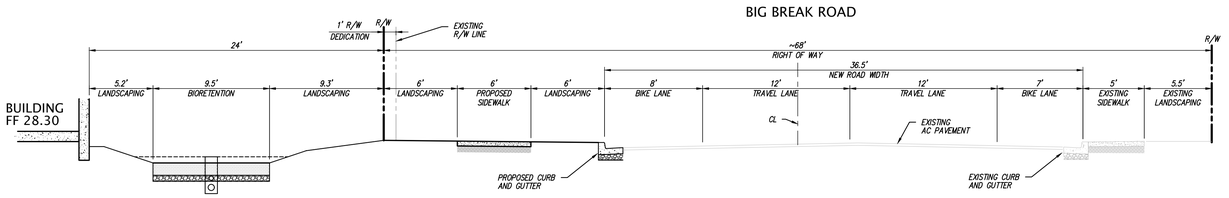
NOTE:
THE SECTIONS AND IMPROVEMENTS ARE INDICATIVE OF THE EXPECTED FRONTAGE WIDENING, FROM THE CENTERLINE, PRIOR TO COMPLETION OF THE TRAFFIC STUDY.

THE INSTALLATION OF MEDIANS, TRAFFIC SIGNALS AND SUBSEQUENT REVISIONS DUE TO THE TRAFFIC STUDY, AND FUTURE PUBLIC WORKS IMPROVEMENTS MAY IMPACT THE FINAL SECTIONS.



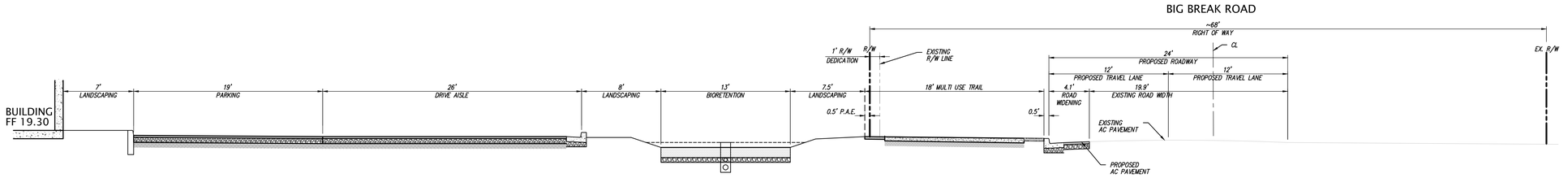
SECTION A – NOT MODIFIED

NOT TO SCALE



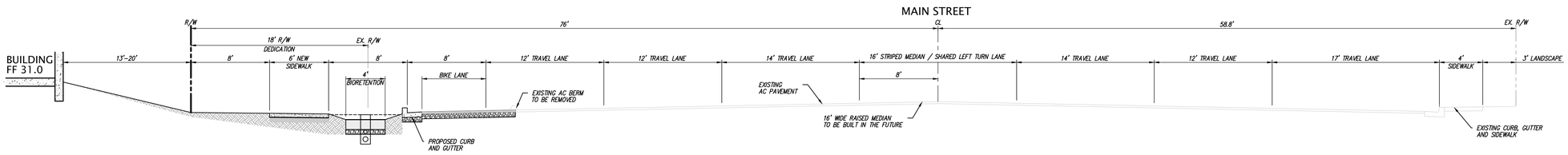
SECTION B

NOT TO SCALE



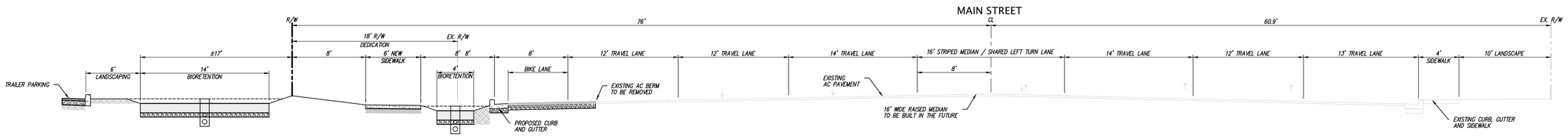
SECTION C

NOT TO SCALE



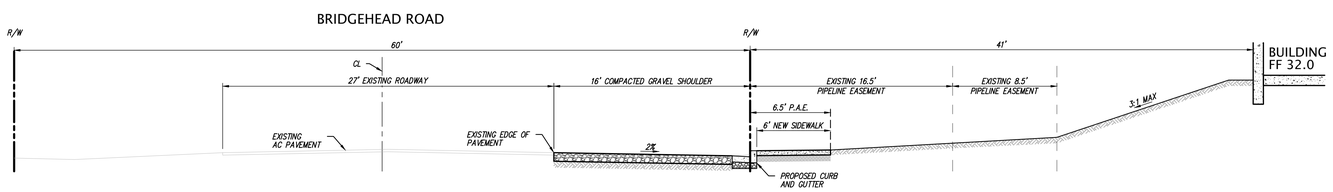
SECTION D

NOT TO SCALE



SECTION E

NOT TO SCALE



SECTION F

NOT TO SCALE

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER
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TYPICAL SECTIONS
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C4.4
OF	19 SHEETS

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NORTH

0 75 150 300 450

Scale 1" = 150'

LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
FS	FIRE SERVICE
SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
X"SD	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	STORM DRAIN MANHOLE
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEANOUT
OPD	OVERFLOW PREVENTION DEVICE
	DOUBLE DETECTOR CHECK VALVE
SDMH	STORM DRAIN MANHOLE
	WATER METER

NOTE:
ALL PROPOSED ON-SITE SEWER DESIGN AND INFRASTRUCTURE WILL BE PRIVATE, AND NECESSARY ACCOMMODATIONS AND DETAILS WILL BE PROVIDED DURING THE PERMIT SET, TO SUPPORT THE DESIGN.

ASR CONNECTION TO THE BUILDING AND ASSOCIATED DESIGN INCIDENTALS SHALL BE PART OF THE PERMIT SET, AFTER APPROVAL OF ENTITLEMENT PACKAGE

ALL PROPOSED WATER DESIGN AND INFRASTRUCTURE WILL BE PRIVATE.
FINAL CONNECTION WATER DESIGN ON MAIN STREETS AND POSSIBLE FUTURE 12" MAIN WILL BE SUBJECT TO REVISIONS PER THE APPROVED DIABLO WATER DISTRICT PLANS DURING PERMIT DESIGN

ON-SITE PONDING IN THE EVENT OF STORM DRAINPIPE FAILURE WILL NOT EXCEED 12"

D STREET

BRIDGEHEAD ROAD

B.N.S.F. RAILWAY

BIG BREAK RD.

PRIVATE STREET

BLDG. 1
FF=27.50

BLDG. 2
FF=22.50
BFE=9.0

BLDG. 3
BFE=9.0
FF=18.40

BLDG. 4
FF=23.54
FF=21.50
FF=26.00

BLDG. 5
FF=29.00

BLDG. 6
FF=31.0

BLDG. 7
FF=33.0

BLDG. 8
FF=34.36
FF=37.5

BLDG. 9
FF=33.8
FF=36.5

BLDG. 10
FF=32.0

SEE SHEET C5.1

SEE SHEET C5.2

SEE SHEET C5.3

MAIN STREET

SANDY LANE

LIVE OAK AVENUE

AGATA WAY

CURE DRIVE

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER
TIMAH SARVEDANI
No. 65838
CIVIL
STATE OF CALIFORNIA

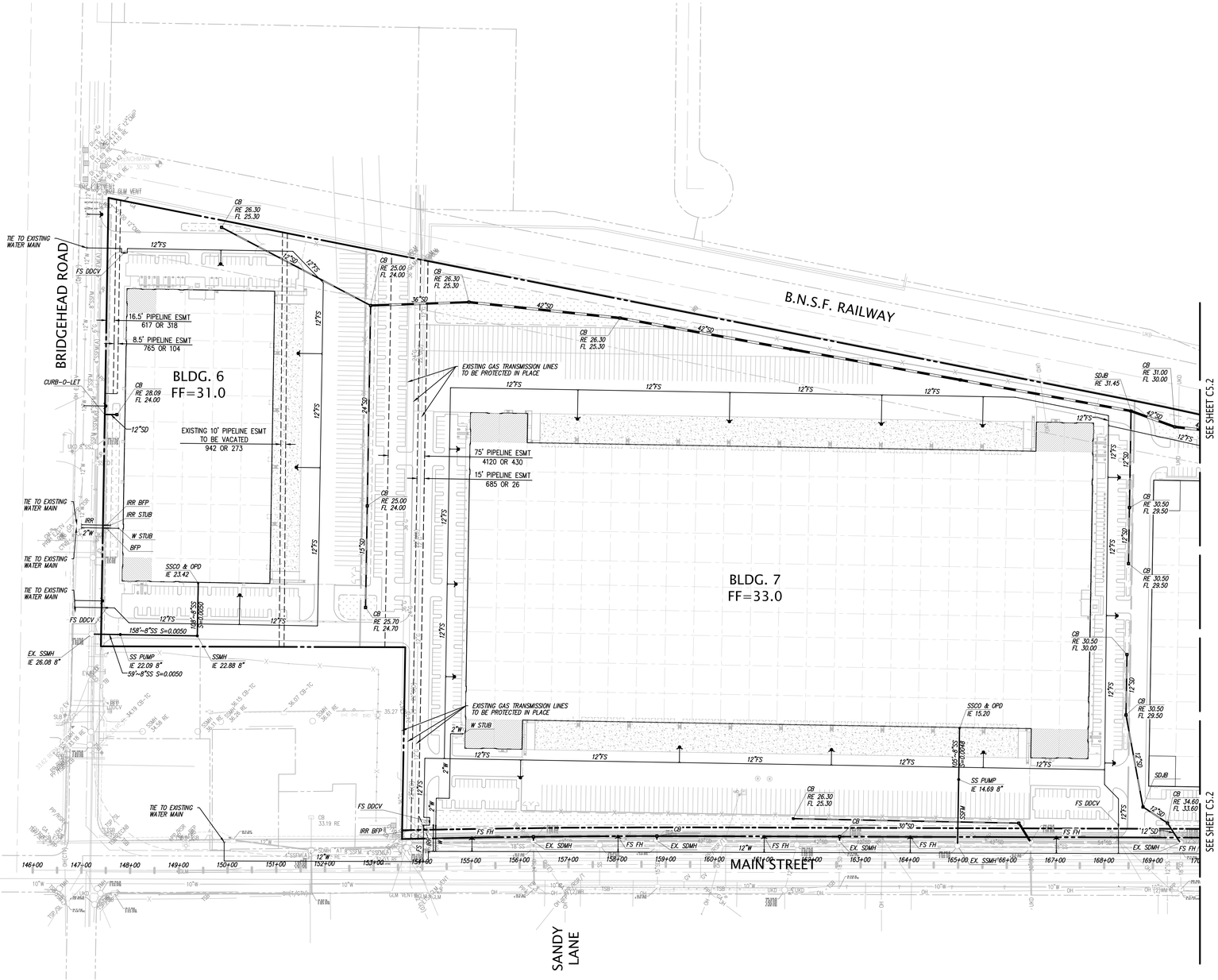
KIER+WRIGHT
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Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

PRELIMINARY UTILITY PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C5.0
OF	19 SHEETS

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NORTH

0 50 100 200 300

Scale 1" = 100'

LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
FS	FIRE SERVICE
SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
X"SD	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	STORM DRAIN MANHOLE
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEANOUT
OPD	OVERFLOW PREVENTION DEVICE
	DOUBLE DETECTOR CHECK VALVE
SDMH	STORM DRAIN MANHOLE
	WATER METER

NOTES

1. PLANS ARE PRELIMINARY AND NOT FOR CONSTRUCTION
2. ASR CONNECTION TO THE BUILDING AND ASSOCIATED DESIGN INCIDENTALS SHALL BE PART OF THE PERMIT SET, AFTER APPROVAL OF ENTITLEMENT PACKAGE
3. ALL SEWER INFASTRUCTURE SHALL CONFORM TO IRONHOUSE SANITARY DISCTRICT STANDARD SPECIFICATIONS
4. PIPE DIAMETER, MATERIAL, SLOPE, AND LENGTHS WILL BE SHOWN ON CONSTRUCTION DRAWINGS.
5. STANDARD DETAILS FOR PIPE, MANHOLES, AND LIFT STATIONS WILL BE SHOWN ON CONSTRUCTION DRAWINGS.
6. ALL SEWER INFRASTRUCTURE SHOWN ON THE DRAWINGS WILL BE PRIVATELY OWNED.

IRONHOUSE SANITARY DISTRICT LATERAL INSTALLATION REQUIREMENTS

1. LATERALS:
   DIRECT CONNECTION INTO A SEWER MAIN IS NOT ALLOWED.
   a. IF INSTALLING A 4 INCH LATERAL, USE ABS PIPE WITH A MINIMUM SLOPE OF 1/4 INCH PER FOOT. THIS IS THE USUAL CHOICE FOR A SINGLE FAMILY HOME.
   b. IF INSTALLING A 6 INCH LATERAL, THE CONNECTION MUST BE INTO A MANHOLE USING SDR 26 PIPE WITH A MINIMUM SLOPE OF 1%.
2. CLEANOUTS:
   a. FIRST CLEANOUT HAS TO BE WITHIN 18 INCHES OF THE FOUNDATION. IT IS REQUIRED THAT THIS CLEANOUT BE INSTALLED WITH A BACKUP PREVENTION DEVICE (NON CHECK-VALVE STYLE)
   b. AFTER 100 FEET, ANOTHER CLEANOUT. AFTER 135 DEGREES IN ACCUMULATIVE FITTINGS, ANOTHER CLEANOUT IS REQUIRED.
3. BENDS IN LATERAL:
   a. WITHIN THE FIRST 5 FEET OF A CLEANOUT, YOU MAY USE 45 DEGREE ELBOWS WITH 1 FOOT SEPARATION.
   b. TURNS REQUIRE 22 1/2 DEGREE ELBOWS WITH 1 FOOT SEPARATION.
4. STUBOUT CONNECTION:
   TO CONNECT TO A SUPPLIED STUB-OUT, USE A RUBBER 4 BAND TRANSITION COUPLER WITH STAINLESS BANDS OR A RIGD COUPLER WITH GREEN TRANSITION GLUE.
5. SEPTIC SYSTEM:
   CONTACT CONTRA COSTA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT FOR THE PROCEDURE TO SHUTDOWN THE SEPTIC SYSTEM. (925) 692-2500
6. USA:
   UNDERGROUND SERVICE ALERT – DIAL "811"

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

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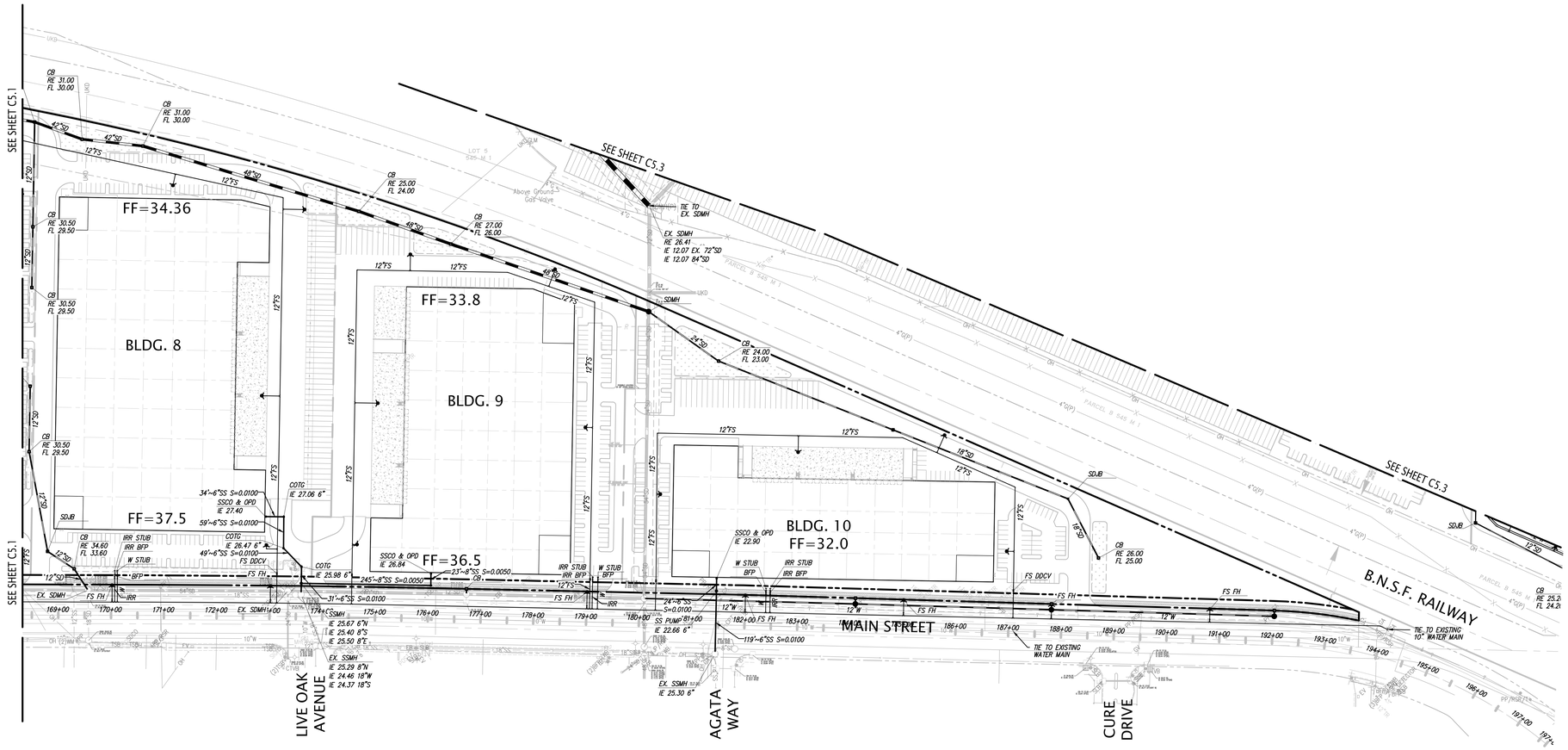
PRELIMINARY UTILITY PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

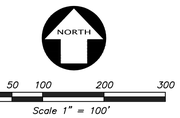
OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4

SHEET C5.1
OF 19 SHEETS

Z:\2021\A21757-A1\DWG\PLOTTELEMENTS\A21757-4-PU-UP.dwg 6-10-24 02:06:58 PM jpumby





LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
—x—x—	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
FS	FIRE SERVICE
SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
X"SD	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	STORM DRAIN MANHOLE
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEANOUT
OPD	OVERFLOW PREVENTION DEVICE
	DOUBLE DETECTOR CHECK VALVE
SDMH	STORM DRAIN MANHOLE
	WATER METER

NOTES

1. PLANS ARE PRELIMINARY AND NOT FOR CONSTRUCTION
2. ASR CONNECTION TO THE BUILDING AND ASSOCIATED DESIGN INCIDENTALS SHALL BE PART OF THE PERMIT SET, AFTER APPROVAL OF ENTITLEMENT PACKAGE
3. ALL SEWER INFASTRUCTURE SHALL CONFORM TO IRONHOUSE SANITARY DISCTRICT STANDARD SPECIFICATIONS
4. PIPE DIAMETER, MATERIAL, SLOPE, AND LENGTHS WILL BE SHOWN ON CONSTRUCTION DRAWINGS.
5. STANDARD DETAILS FOR PIPE, MANHOLES, AND LIFT STATIONS WILL BE SHOWN ON CONSTRUCTION DRAWINGS.
6. ALL SEWER INFRASTRUCTURE SHOWN ON THE DRAWINGS WILL BE PRIVATELY OWNED.

IRONHOUSE SANITARY DISTRICT LATERAL INSTALLATION REQUIREMENTS

1. LATERALS:
   DIRECT CONNECTION INTO A SEWER MAIN IS NOT ALLOWED.
   a. IF INSTALLING A 4 INCH LATERAL, USE ABS PIPE WITH A MINIMUM SLOPE OF 1/4 INCH PER FOOT. THIS IS THE USUAL CHOICE FOR A SINGLE FAMILY HOME.
   b. IF INSTALLING A 6 INCH LATERAL, THE CONNECTION MUST BE INTO A MANHOLE USING SDR 26 PIPE WITH A MINIMUM SLOPE OF 1%.
2. CLEANOUTS:
   a. FIRST CLEANOUT HAS TO BE WITHIN 18 INCHES OF THE FOUNDATION. IT IS REQUIRED THAT THIS CLEANOUT BE INSTALLED WITH A BACKUP PREVENTION DEVICE (NON CHECK-VALVE STYLE)
   b. AFTER 100 FEET, ANOTHER CLEANOUT. AFTER 135 DEGREES IN ACCUMULATIVE FITTINGS, ANOTHER CLEANOUT IS REQUIRED.
3. BENDS IN LATERAL:
   a. WITHIN THE FIRST 5 FEET OF A CLEANOUT, YOU MAY USE 45 DEGREE ELBOWS WITH 1 FOOT SEPARATION.
   b. TURNS REQUIRE 22 1/2 DEGREE ELBOWS WITH 1 FOOT SEPARATION.
4. STUBOUT CONNECTION:
   TO CONNECT TO A SUPPLIED STUB-OUT, USE A RUBBER 4 BAND TRANSITION COUPLER WITH STAINLESS BANDS OR A RIGID COUPLER WITH GREEN TRANSITION GLUE.
5. SEPTIC SYSTEM:
   CONTACT CONTRA COSTA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT FOR THE PROCEDURE TO SHUTDOWN THE SEPTIC SYSTEM. (925) 692-2500
6. USA:
   UNDERGROUND SERVICE ALERT – DIAL "811"

NO.	REVISION	BY

NO.	REVISION	BY
	1ST PLANNING SUBMITTAL 12/04/2023	
	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER
TIMAH SARYEDDAN
No. 65838
CIVIL
STATE OF CALIFORNIA

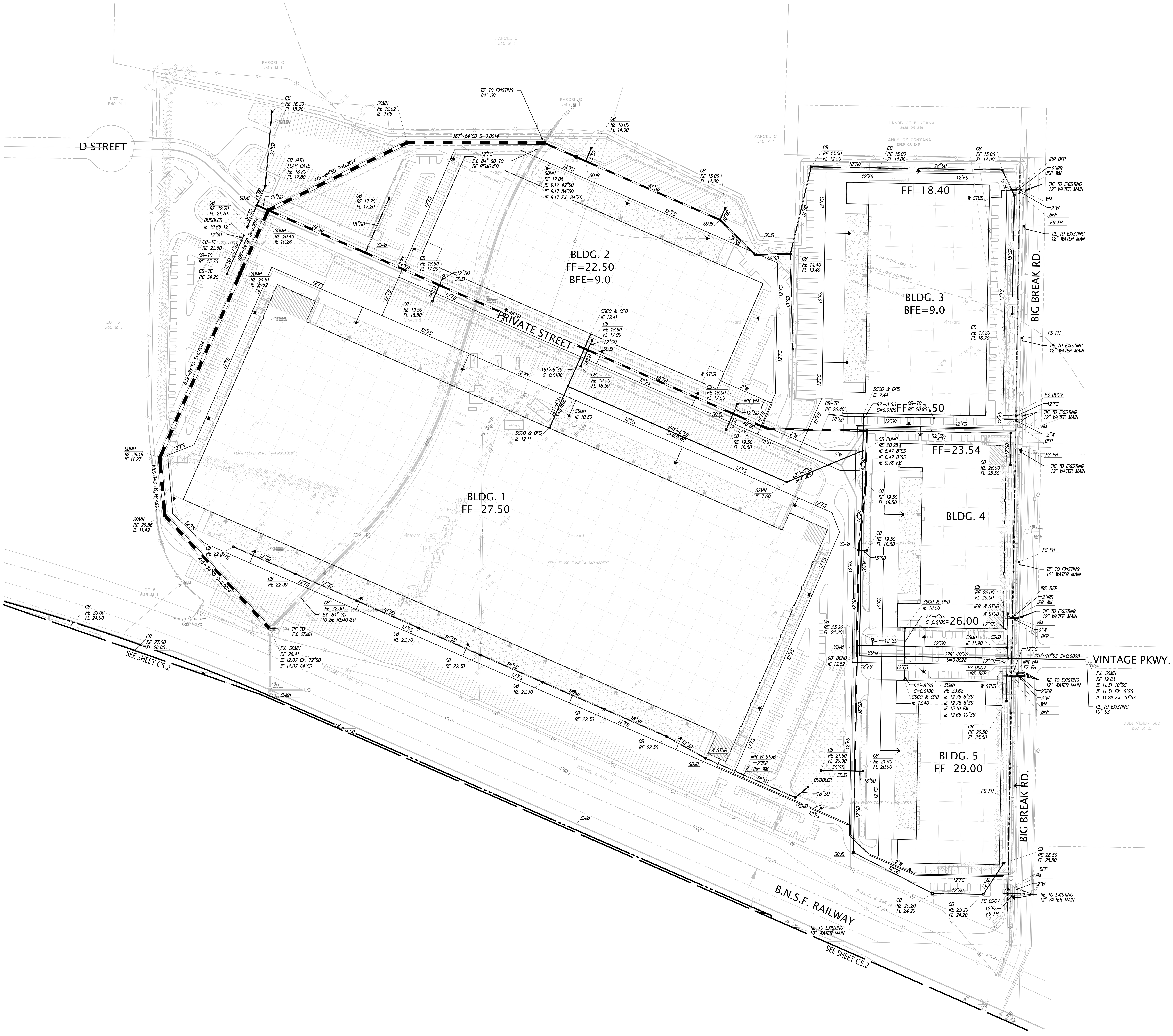
KIER+WRIGHT
2850 Collier Canyon Road
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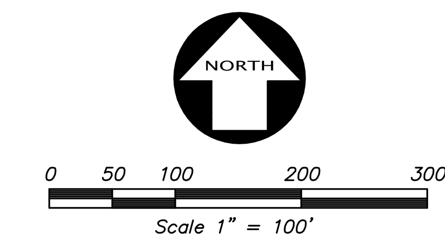
PRELIMINARY UTILITY PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C5.2
OF	19 SHEETS

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LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
—x—x—	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
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SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
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NO.	REVISION	BY
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2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER — ZIKAR SARYEDDEAN — No. 65838 — CIVIL — STATE OF CALIFORNIA

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Livermore, CA 94551
Phone: (925) 245-8788
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PRELIMINARY UTILITY PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
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DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C5.3
OF	19 SHEETS

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NORTH PARCEL BIORETENTION SIZING CALCULATIONS

DMA No.	Area (SF)	Area (AC)	Landscape (SF)	Landscape (AC)	Imperv. (SF)	Imperv. (AC)	Treatment Area* (SF)	Treatment Required (SF)**	Treatment Provided (SF)	Sizing Ratio (%)	Type of Planter
1	67,890	1.56	7,933	0.18	57,005	1.31	57,798	2,312	2,952	5.11%	Bioretention Planter
2	21,797	0.50	3,142	0.07	17,490	0.40	17,804	712	1,165	6.54%	Bioretention Planter
3	268,054	6.15	35,981	0.83	221,427	5.08	225,025	9,001	10,647	4.73%	Bioretention Planter
4	327,439	7.52	15,441	0.35	297,395	6.83	298,939	11,958	14,603	4.88%	Bioretention Planter
5	51,541	1.18	8,893	0.20	39,538	0.91	40,427	1,617	3,109	7.69%	Bioretention Planter
6	130,871	3.00	40,145	0.92	86,377	1.98	90,392	3,616	4,349	4.81%	Bioretention Planter
7	132,404	3.04	25,461	0.58	100,405	2.30	102,951	4,118	6,538	6.35%	Bioretention Planter
8	158,512	3.64	10,813	0.25	136,242	3.13	137,324	5,493	11,457	8.34%	Bioretention Planter
9	522,210	11.99	21,769	0.50	479,716	11.01	481,893	19,276	20,725	4.30%	Bioretention Planter
10	632,514	14.52	37,542	0.86	571,548	13.12	575,302	23,012	23,425	4.07%	Bioretention Planter
11	779,120	17.89	42,292	0.97	707,032	16.23	711,261	28,450	29,797	4.19%	Bioretention Planter
12	141,473	3.25	15,209	0.35	121,134	2.78	122,655	4,906	5,130	4.18%	Bioretention Planter
13	33,120	0.76	16,300	0.37	14,908	0.34	16,538	662	1,912	11.56%	Bioretention Planter
14	64,742	1.49	9,022	0.21	52,154	1.20	53,056	2,122	3,566	6.72%	Bioretention Planter
15	63,134	1.45	17,861	0.41	43,294	0.99	45,080	1,803	1,979	4.39%	Bioretention Planter
16	169,759	3.90	6,565	0.15	156,836	3.60	157,493	6,300	6,359	4.04%	Bioretention Planter
17	64,429	1.48	7,985	0.18	53,172	1.22	53,970	2,159	3,272	6.06%	Bioretention Planter
18	97,910	2.25	5,406	0.12	88,846	2.04	89,386	3,575	3,658	4.09%	Bioretention Planter
19	84,926	1.95	6,426	0.15	75,038	1.72	75,681	3,027	3,461	4.57%	Bioretention Planter
Totals	**3,811,845**	**87.5**	**334,185**	**7.67**	**3,319,556**	**76.21**	**3,352,975**		**158,104**		

*: Total Treatment Area is equal to Impervious Area + 0.10 * Landscape Area.
**: Treatment area required base on 4% method using the IMP Calculator per Contra Costa County C.3 Guidelines

SOUTH PARCEL BIORETENTION SIZING CALCULATIONS

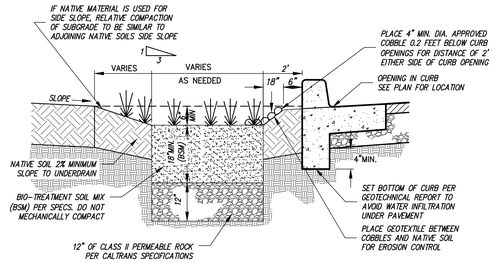
DMA No.	Area (SF)	Area (AC)	Landscape (SF)	Landscape (AC)	Imperv. (SF)	Imperv. (AC)	Treatment Area* (SF)	Treatment Required (SF)**	Treatment Provided (SF)	Sizing Ratio (%)	Type of Planter
20	144,240	3.31	57,371	1.32	83,235	1.91	88,973	3,559	3,634	4.08%	Bioretention Planter
21	334,604	7.68	35,129	0.81	287,552	6.60	291,065	11,643	11,923	4.10%	Bioretention Planter
22	153,015	3.51	16,386	0.38	131,298	3.01	132,937	5,317	5,330	4.01%	Bioretention Planter
23	238,584	5.48	23,766	0.55	206,090	4.73	208,467	8,339	8,728	4.19%	Bioretention Planter
24	193,294	4.44	10,107	0.23	175,851	4.04	176,862	7,074	7,336	4.15%	Bioretention Planter
25	64,023	1.47	8,938	0.21	51,955	1.19	52,848	2,114	3,131	5.92%	Bioretention Planter
26	59,529	1.37	5,876	0.13	51,533	1.18	52,120	2,085	2,120	4.07%	Bioretention Planter
27	65,235	1.50	4,129	0.09	58,713	1.35	59,126	2,365	2,392	4.05%	Bioretention Planter
28	789,651	18.13	50,468	1.16	708,350	16.26	713,396	28,536	30,833	4.32%	Bioretention Planter
29	660,408	15.16	22,784	0.52	612,230	14.05	614,509	24,580	25,394	4.13%	Bioretention Planter
30	315,667	7.25	22,076	0.51	281,347	6.46	283,554	11,342	12,244	4.32%	Bioretention Planter
31	87,711	2.01	21,848	0.50	62,066	1.42	64,251	2,570	3,797	5.91%	Bioretention Planter
32	106,240	2.44	9,112	0.21	92,396	2.12	93,307	3,732	4,732	5.07%	Bioretention Planter
33	32,351	0.74	13,514	0.31	16,977	0.39	18,328	733	1,860	10.15%	Bioretention Planter
Totals	**3,244,553**	**74.5**	**301,504**	**6.92**	**2,819,593**	**64.73**	**2,849,744**		**123,455**		

*: Total Treatment Area is equal to Impervious Area + 0.10 * Landscape Area.
**: Treatment area required base on 4% method using the IMP Calculator per Contra Costa County C.3 Guidelines

OFF-SITE BIORETENTION SIZING CALCULATIONS

DMA No.	Area (SF)	Area (AC)	Landscape (SF)	Landscape (AC)	Imperv. (SF)	Imperv. (AC)	Treatment Area* (SF)	Treatment Required (SF)**	Treatment Provided (SF)	Sizing Ratio (%)	Type of Planter	Undisturbed Impervious In-Lieu Area (SF)
34	31,105	0.71	15,194	0.35	15,912	0.37	17,431	697	0	0.00%	In-Lieu	0
35	1,604	0.04	0	0.00	1,604	0.04	1,604	64	0	0.00%	In-Lieu	0
36	127,346	2.92	25,157	0.58	98,159	2.25	100,675	4,027	4,030	4.00%	Bioretention Planter	61,559
37	62,598	1.44	12,179	0.28	48,427	1.11	49,645	1,986	1,992	4.01%	Bioretention Planter	29,077
38	73,234	1.68	12,518	0.29	58,325	1.34	59,577	2,383	2,391	4.01%	Bioretention Planter	36,011
39	36,366	0.83	7,795	0.18	27,442	0.63	28,221	1,129	1,130	4.01%	Bioretention Planter	16,934
40	40,727	0.93	13,633	0.31	27,094	0.62	28,457	1,138	0	0.00%	In-Lieu	0
Totals	**372,981**	**8.6**	**86,476**	**1.99**	**276,962**	**6.36**	**285,610**		**9,543**			**143,582**

*: Total Treatment Area is equal to Impervious Area + 0.10 * Landscape Area.
**: Treatment area required base on 4% method using the IMP Calculator per Contra Costa County C.3 Guidelines

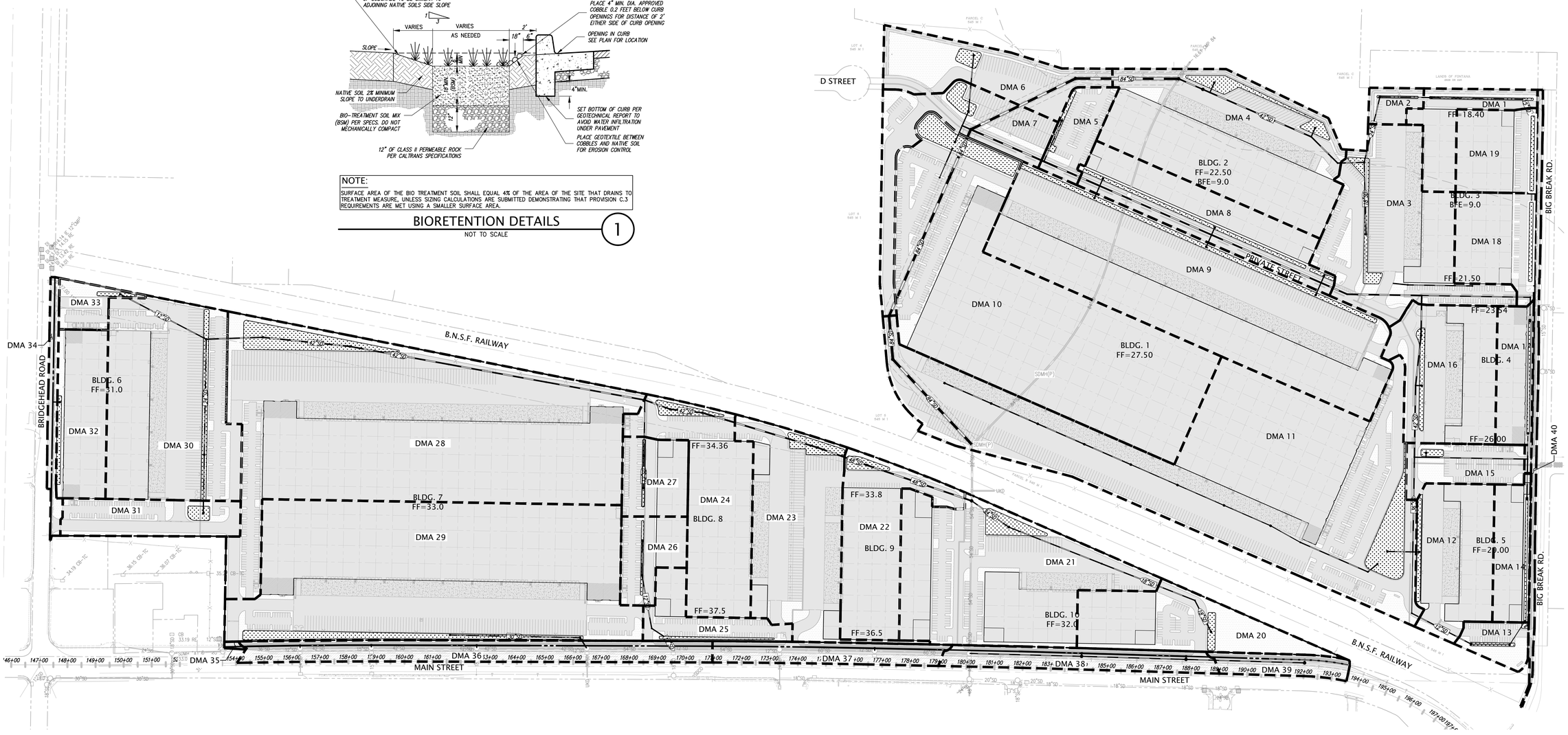


NOTE:
SURFACE AREA OF THE BIO TREATMENT SOIL SHALL EQUAL 4% OF THE AREA OF THE SITE THAT DRAINS TO TREATMENT MEASURE, UNLESS SIZING CALCULATIONS ARE SUBMITTED DEMONSTRATING THAT PROVISION C.3 REQUIREMENTS ARE MET USING A SMALLER SURFACE AREA.

BIORETENTION DETAILS

NOT TO SCALE

1





LEGEND

- TRIBUTARY AREA LIMITS
- LANDSCAPE AREA
- IMPERVIOUS PAVEMENT DRAINING TO BIORETENTION TREATMENT AREA
- BIORETENTION TREATMENT AREA

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER — TIHAN SARYEDDEN — No. 65838 — CIVIL — STATE OF CALIFORNIA

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PRELIMINARY STORM WATER QUALITY CONTROL PLAN
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C6.0
OF	19 SHEETS

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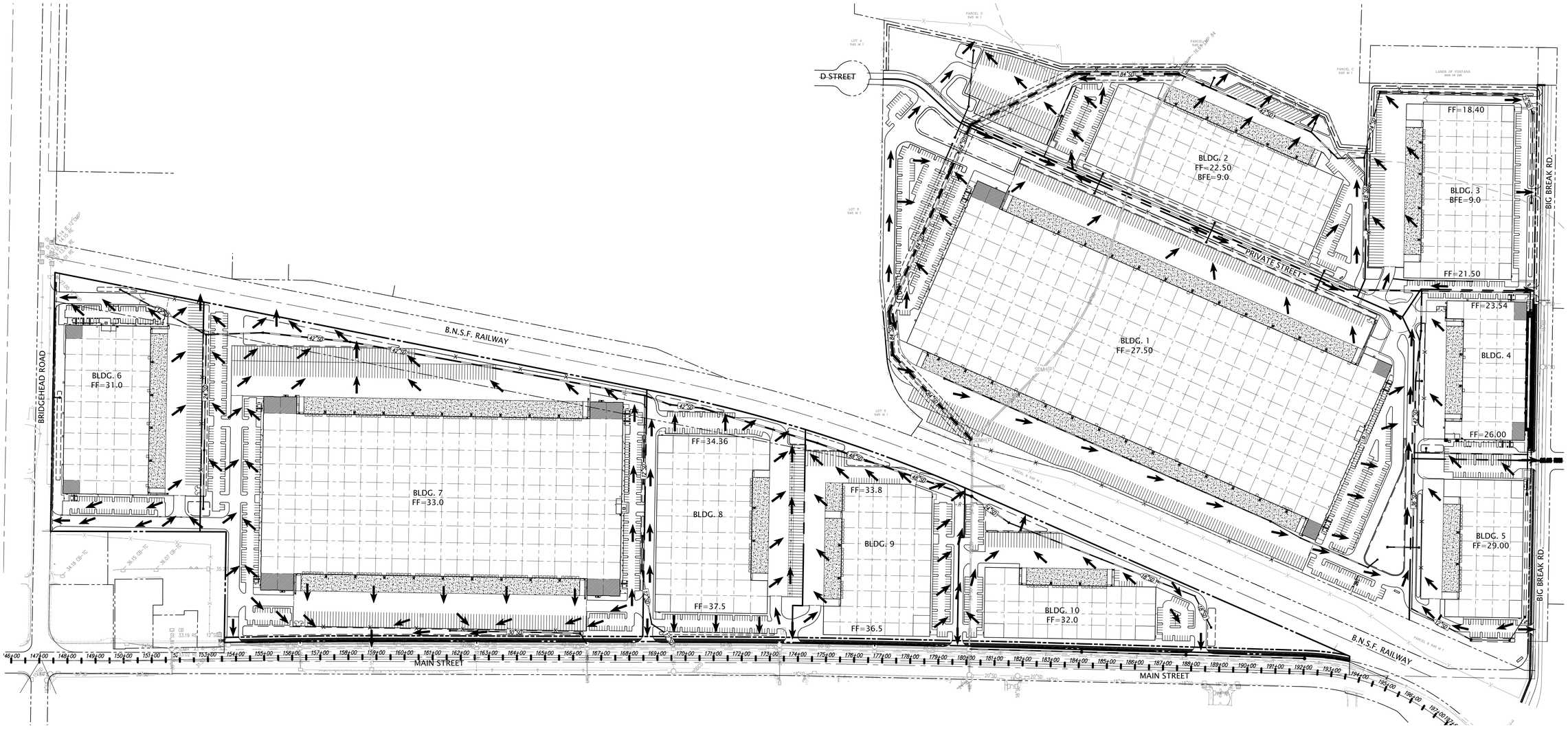
NORTH

0 75 150 300 450

Scale 1" = 150'

LEGEND

OVERLAND RELEASE ARROW



NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
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TIMAH SARYEDDAN
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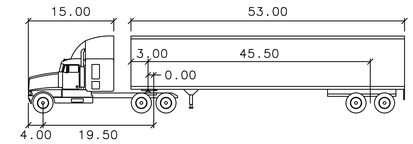
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PRELIMINARY OVERLAND RELEASE
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OAKLEY, CALIFORNIA

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WB-67

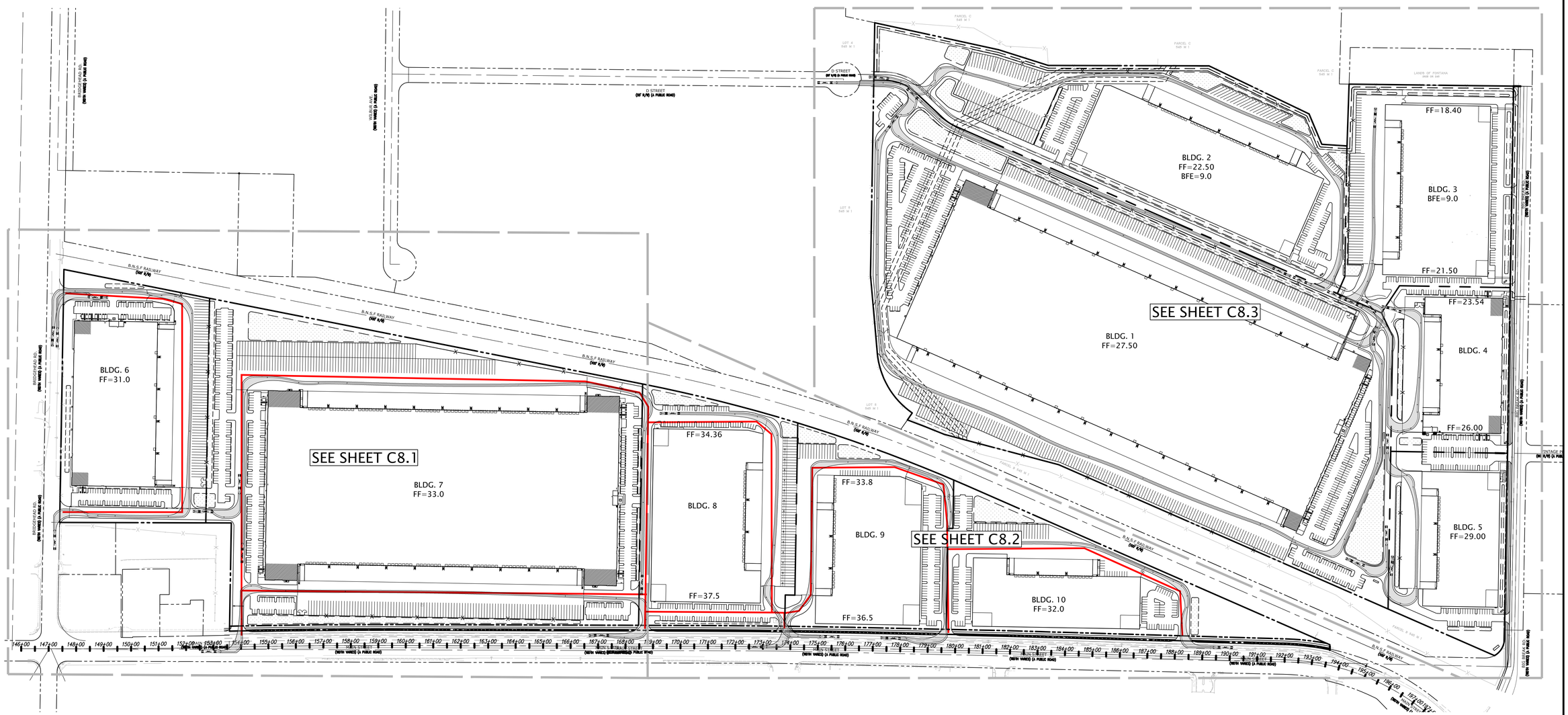
feet			
Tractor Width	:8.00	Lock to Lock Time	:6.0
Trailer Width	:8.50	Steering Angle	:28.4
Tractor Track	:8.00	Articulating Angle	:75.0
Trailer Track	:8.50		

FIRE TRUCK PATHS WILL INCLUDE NECESSARY ACCESS/EVAE, NOTING ALL ROADS ARE 26' OR WIDER

NORTH

0 75 150 300 450

Scale 1" = 150'



NO.	REVISION	BY
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REGISTERED PROFESSIONAL ENGINEER
TIKAN SARYCHIAN
No. 65838
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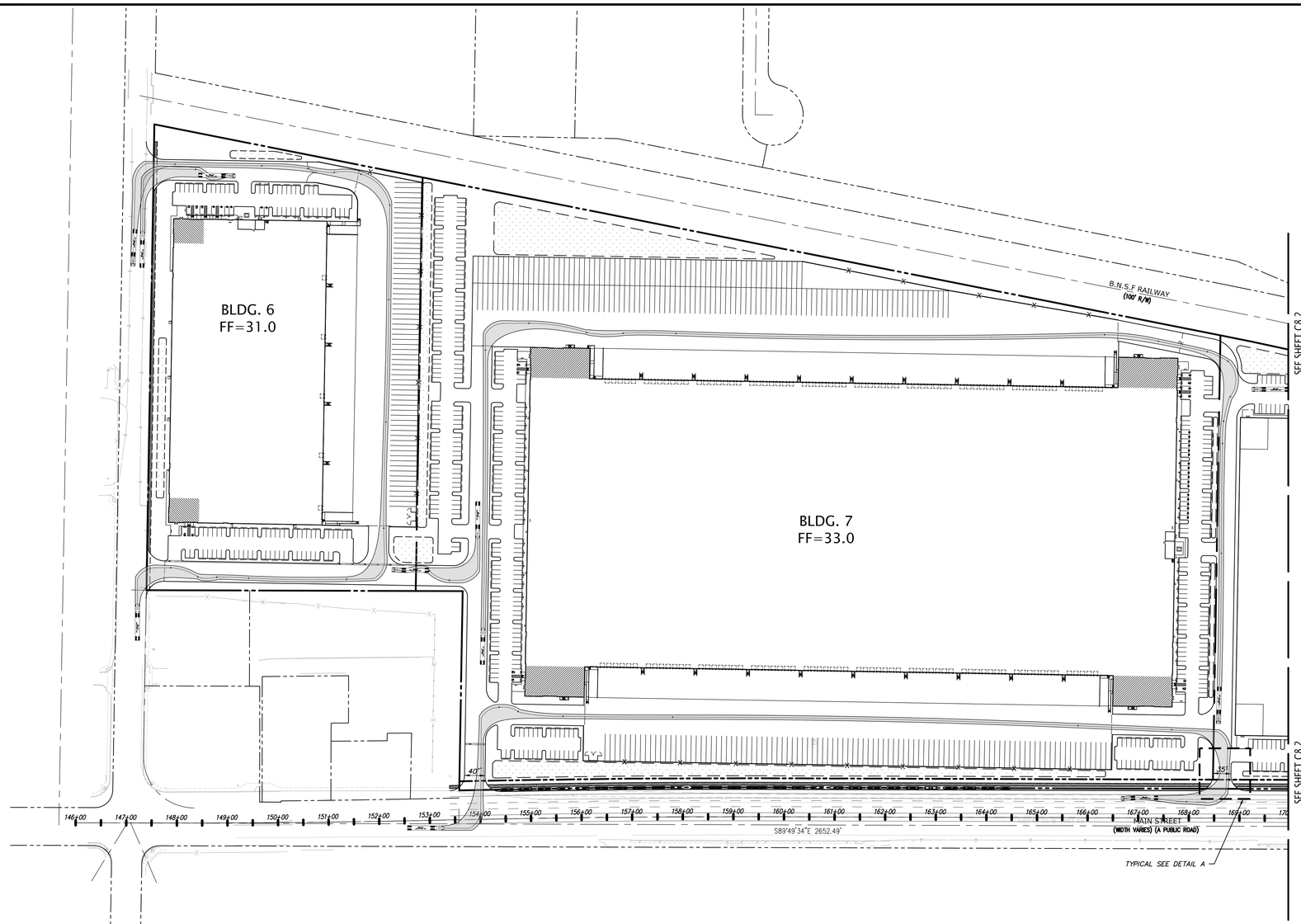
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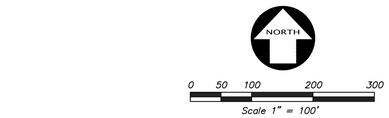
PRELIMINARY TRUCK TURNING
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

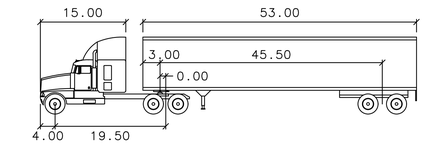
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SHEET	C8.0
OF	19 SHEETS

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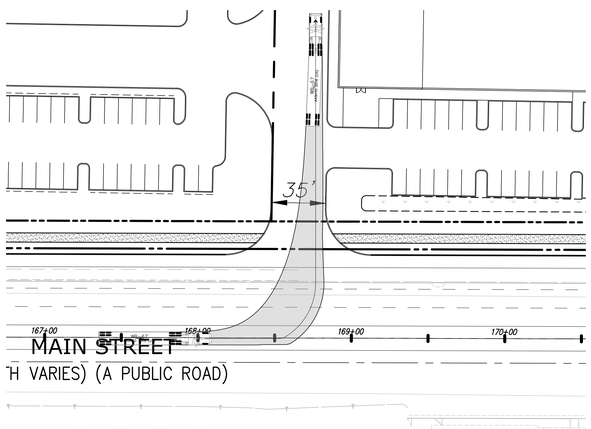




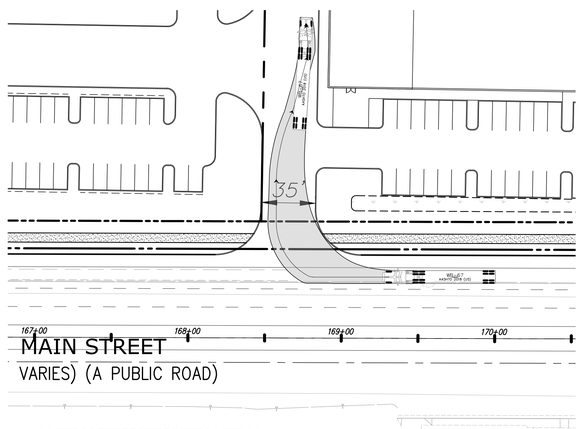
WB-67

feet

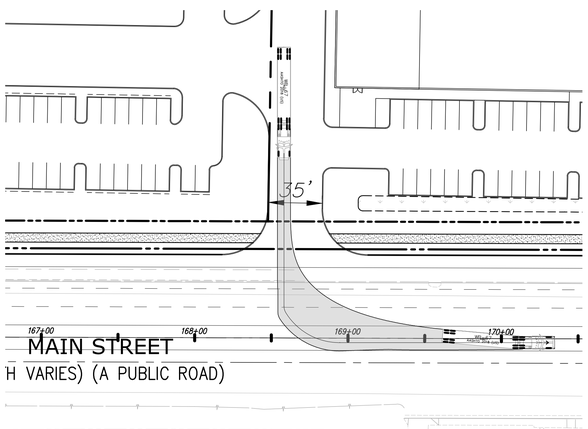
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Trailer Track	:8.50		



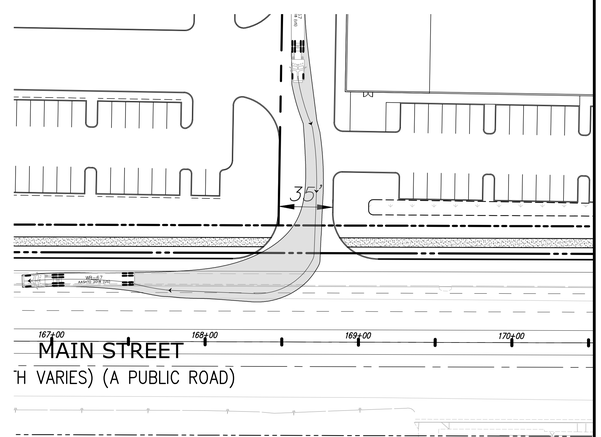
TYPICAL MAIN STREET LEFT TURN IN
SCALE 1" = 40'



TYPICAL MAIN STREET RIGHT TURN IN
SCALE 1" = 40'



TYPICAL MAIN STREET LEFT TURN OUT
SCALE 1" = 40'



TYPICAL MAIN STREET RIGHT TURN OUT
SCALE 1" = 40'

DETAIL A
SCALE 1" = 40'

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER
TIKAN SARYEDDAN
No. 65838
CIVIL
STATE OF CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
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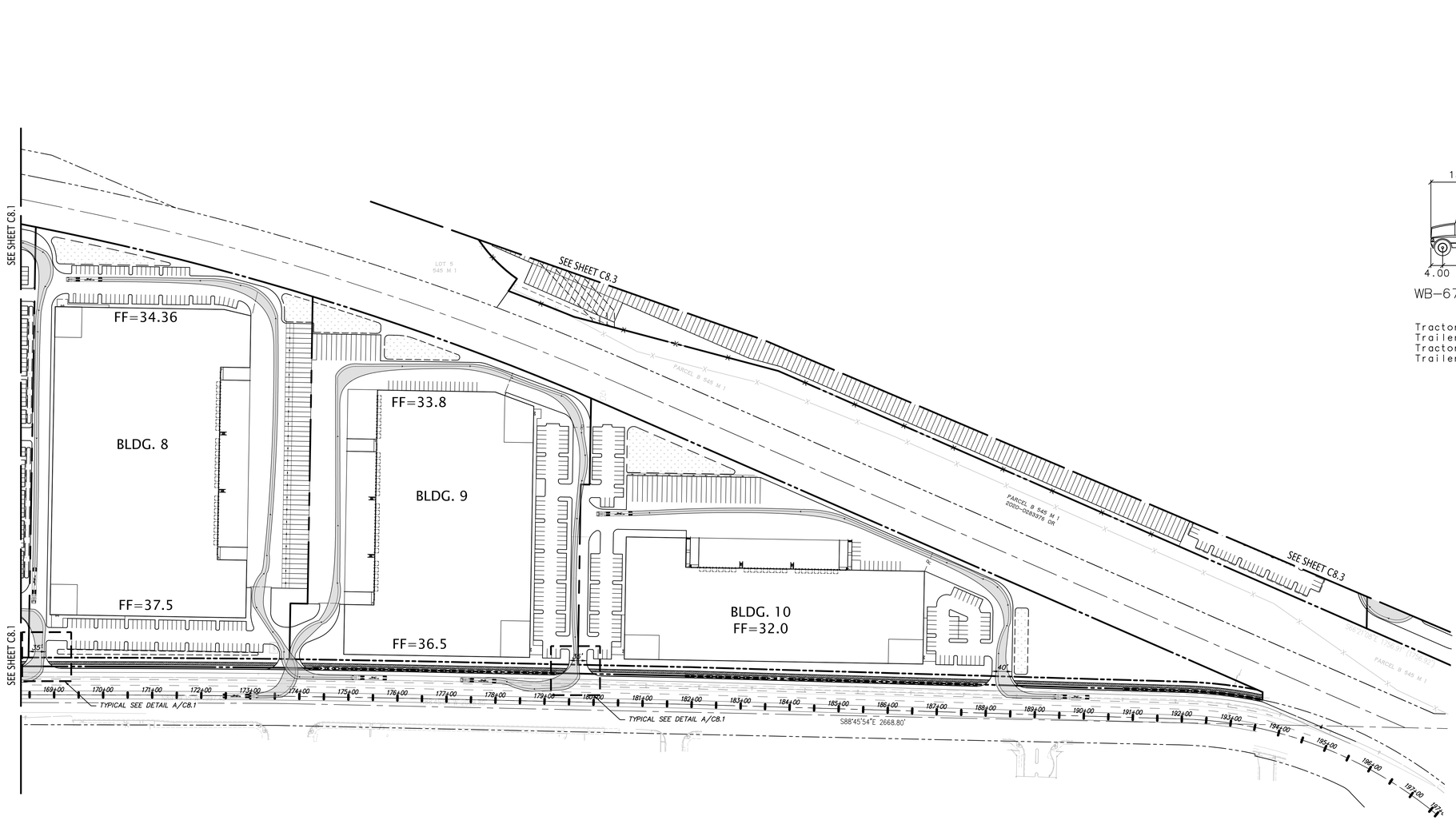
PRELIMINARY TRUCK TURNING
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

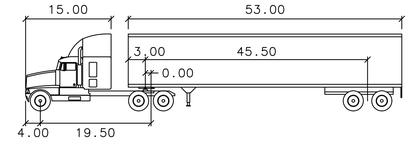
OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4

SHEET C8.1
OF 19 SHEETS

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WB-67

	feet		
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Trailer Width	:8.50	Steering Angle	:28.4
Tractor Track	:8.00	Articulating Angle	:75.0
Trailer Track	:8.50		

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

REGISTERED PROFESSIONAL ENGINEER
ZIXAN SARYEDDAN
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PRELIMINARY TRUCK TURNING
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C8.2
OF	19 SHEETS

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PARCEL C
545 M 1

PARCEL C
545 M 1

LOT 4
545 M 1

PARCEL C
545 M 1

PARCEL C
545 M 1

LANDS OF FONTANA
2020 OR 245

LANDS OF FONTANA
2018 OR 245

LOT 5
545 M 1

BLDG. 2
FF=22.50
BFE=9.0

BLDG. 3
BFE=9.0

FF=18.40

FF=21.50

FF=23.54

BLDG. 1
FF=27.50

BLDG. 4

FF=26.00

BLDG. 5
FF=29.00

BIG BREAK RD
(MIN. VARIES) (A PUBLIC ROAD)

VINTAGE PKWY.
(60' R/W) (A PUBLIC ROAD)

SUBDIVISION 633
287 M 12

LOT 5
545 M 1

SEE SHEET C8.2

PARCEL B 545 M 1

PARCEL B 545 M 1
2020-0088376 OR

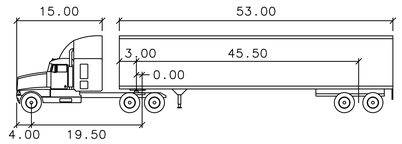
PARCEL B 545 M 1

SEE SHEET C8.2

NORTH

0 50 100 200 300

Scale 1" = 100'



WB-67

feet

Tractor Width	:8.00	Lock to Lock Time	:6.0
Trailer Width	:8.50	Steering Angle	:28.4
Tractor Track	:8.00	Articulating Angle	:75.0
Trailer Track	:8.50		

NO.	REVISION	BY
1	1ST PLANNING SUBMITTAL 12/04/2023	
2	2ND PLANNING SUBMITTAL 06/07/2024	

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PRELIMINARY TRUCK TURNING
OF
BRIDGEHEAD INDUSTRIAL
FOR
JB2 PARTNERS

OAKLEY, CALIFORNIA

DATE	JUNE, 2024
SCALE	AS SHOWN
DESIGNER	ZS
DRAWN BY	VB
JOB NO.	A21757-4
SHEET	C8.3
OF	19 SHEETS

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PROJECT BRIDGEHEAD

Landscape Development Plans

CITY OF OAKLEY
CALIFORNIA

PLANTING NOTES

1. Installing Contractor shall verify quantities and areas to be planted prior to start of job. Notify Landscape Architect of any discrepancies prior to starting work.

2. All planting areas shall be completely free of trash, debris, rocks, and construction materials larger than 2", and shall be brought to finish grade before planting begins. Finish grade shall be 2" below surface of walks, curbs, and paved areas in planting areas where bark is to be installed. Grades shall be flush at catch basins. Surfaces shall be sloped with regard to drainage requirements so that water does not puddle or stand.

3. If additional soil is required, it shall be approved loam as similar to the existing soil as possible, free of debris and noxious weeds. Prior to placing additional soil, disc or scarify the sub-grade to a depth of at least 8" to permit bonding to the sub-grade. Spread and rototill a one inch layer of new soil, then proceed to place remaining soil and establish finish grade.

4. Landscape contractor must conduct a soils test to determine amendment quantities. For bid purposes, assume the following soil preparation for all planting areas: Apply nitrified wood product amendment at a minimum rate of 6 cubic yards per 1000 sq. ft. and commercial fertilizer (16-16-16 NPK or equal) at a rate of 30 lbs. per 1000 sq.ft. for shrub and ground cover areas, 20 lbs. per 1000 sq.ft. for lawn areas. Rototill to a depth of 6" to 10". Compact and settle all areas by application of heavy irrigation to a minimum depth of 12".

5. Concrete headers shall be installed between all lawn and shrub/ground cover areas. Install per plans and details provided.

6. All plants shall be top quality nursery stock, free of disease and insect pests. Plants shall be normal size for container, vigorous, and true to name and variety. Plant holes shall be the same depth as the root ball, and three times the width for shrubs and four times the width for trees, see details.

7. Backfill for the plant holes shall be existing soil which has been previously amended. Apply Osmocote Controlled Release Formula fertilizer (18-6-12, 4 month formula) per manufacturer's recommendations.

8. When planted, crown of plant shall be 1-1/2" above finish grade. Prepare a water basin by forming a soil ring at least 3" high and as wide around the outer edge of the new plant hole. Water thoroughly to eliminate air pockets.

9. Upon completion of planting all containerized material, rake all shrub and ground cover areas to smooth grade, leaving watering basins intact. Prior to placement of bark mulch, all shrub and ground cover areas shall be treated with a pre-emergent herbicide (Ronstar or equal) per manufacturer's directions. Contractor to verify with manufacturer that pre-emergent will not adversely affect plant health.

10. Place a 3" layer of 'Walk-On' fir bark mulch, or approved equal, in all shrub and ground cover areas. Shredded redwood 'Gorilla Hair' is not acceptable.

11. Ground cover plants shall be planted in straight rows and evenly triangularly spaced a intervals noted in plant legend. Plant each rooted plant with its proportionate amount of rooting soil in a manner that will insure minimum disturbance of the root system.

12. For trees that require staking, use two 2" diameter treated lodgepole stakes set at minimum of 12" into undisturbed subgrade below the root ball. Place ties and stakes only to the level which will hold the tree upright; proper height is 6" above the point where the tree will snap to an upright position by itself if the top is pulled to one side as if wind loaded and then released. Ties shall be cinch-tie flexible vinyl (or equal) nailed to stake with galvanized nails, see details.

13. Fescue Sod: After soil preparation, carefully smooth all surfaces and roll to expose depressions and irregularities. Regrade as necessary. Lay first strip of sod slabs along a straight line. Butt joints tightly, do not overlap edges. For remaining strips, stagger joints much as laying bricks. Use a sharp knife to cut sod to fit curves, edges, sprinkler heads, etc. When a conveniently large area has been sodded, water lightly to prevent drying. After laying all sod, roll lightly to eliminate irregularities and to form good contact between sod and soil. Water thoroughly; soil should be moistened at least 8 inches deep. Repeat sprinkling at regular intervals to keep sod moist at all times until rooted. After sod is established, decrease frequency and increase amount of water per application as necessary.

14. Contractor shall furnish all labor, material, equipment, and services required to maintain the landscape in an attractive condition as specified herein for a period of 60 days after final acceptance by Owner. Maintenance Period shall commence after all planting and related work has been completed in accordance with Plans and Notes. A prime requirement is that all lawn areas shall show an even, healthy stand of grass which shall have been mown at least twice. Any materials found to be dead, missing, or in poor condition during the Maintenance Period shall be replaced within 10 days of written notification by the Owner. Contractor shall not be held responsible for damage arising from acts of God, vandalism, theft, or negligence by Owner during the Maintenance Period.

IRRIGATION NOTES

1. Installing Contractor shall verify all dimensions and areas prior to start of job. Intent is for full coverage of planting. Notify Landscape Architect of any discrepancies prior to trenching.

2. Plan is diagrammatic and not intended to show exact locations of piping and valves. Install valves and piping in landscape areas wherever possible. Install valves near curbs and sidewalks whenever possible. Sprinkler head spacings are shown accurately and shall be installed as indicated by the center of the symbol. Contractor is responsible for pipe sizing the irrigation system correctly.

3. All materials shall be new and in perfect condition. No deviations from the specifications will be allowed without prior written approval of Landscape Architect.

4. Mainline shall be SCH 40 PVC or CL315 at a minimum depth of 18" below finish grade. Lateral lines shall be SCH 40 PVC at a minimum depth of 12" below grade. Use only the solvent supplied and recommended by the pipe manufacturer to make plastic pipe joints. Allow 15 minutes set-up curing time before moving or handling, and 24 hour curing time before water is placed in PVC pipe. Center load pipe with a small amount of backfill to prevent arching and whipping under pressure.

5. Where more than one pipe is installed in a trench, place pipe side by side at a minimum of 2" apart. Where soil conditions are rocky, place a 4" layer of fine material on bottom of trench prior to installation of pipe.

6. All valves shall be installed in Carson poly-plastic valve boxes with flush covers, or approved equal. Remote control valves shall be installed in Carson 1419 12" depth standard rectangular valve boxes; Drip zone remote control valves with filters and PRVs shall be installed in Carson 1220 12" depth jumbo rectangular valve boxes; Ball valves shall be installed in Carson 0011 10" diameter round valve boxes. Top of valve boxes shall be 1" above finish grade.

7. Install pop-up shrub heads and lawn spray heads 24" from curbs and walks.

8. Securely mount controller as directed by manufacturer. Complete all electrical connections to controller. All control wire shall be #14 U.L. direct burial. Taped and bundled every 20'. Place at a minimum depth of 18", installing in common trenches with mainline whenever possible. Where wire crosses paving, encase wire in a SCH 40 PVC sleeve. Run one extra wire, of a different color, to the last valve on each mainline leg, looping the wire through each valve box and label for future use.

9. At valves, both wires shall be brought into valve box and shall have an excess loop of 24" before being spliced into the solenoid pigtails using Pentite connectors.

10. After valves have been installed, test all mainlines for leaks at full line pressure for a period of 2 hours with couplings exposed and pipe sections center loaded. Before testing, fill line with water for at least 24 hours. Provisions shall be made for thoroughly bleeding the line of air and debris. Correct all defects and retest.

11. All excavations shall be backfilled with fine material to 4" above crown of pipe and tamped; then fill with earth and tamp. All trenches shall be left flush with adjoining grade and in a firm unyielding condition. Any subsequent settling shall be corrected by the Contractor.

12. Install systems without spray nozzles, drip emitters or rotor heads. Flush and operate each valve system at full pressure until all debris is removed. Install spray nozzles, drip emitters and rotor heads.

13. Test to determine that all sprinklers function according to manufacturer's data and give full coverage according to intent of drawing. Replace and adjust as necessary. Additional heads shall be provided by the Contractor to cover areas shown to be deficient by test.

14. Contractor shall set initial program for the controller. Contractor shall provide Owner with the instruction manual and demonstrate its operation to the Owner.

15. Contractor shall guarantee all parts and labor for one year with exception of damage caused by vandalism, theft, adverse natural conditions, or anything beyond the control of the Contractor.

16. Landscape and irrigation maintenance schedule, irrigation audit, irrigation survey, and irrigation water use analysis shall be submitted with the certificate of completion in compliance with state of California model water efficient landscape ordinance.

17. Irrigation schedule must be included for plant establishment, established landscape and temporarily irrigation areas

GENERAL NOTES

1. Landscape areas not covered with live material shall be covered with a 3" 'Walk-On' fir bark mulch layer.

2. Adjust location of plant material to avoid interference with building numbers and addresses at mature height.

3. Provide a minimum three foot clearance around all fire protection equipment and associated landscape apparatus.

4. All trees planted adjacent to fire lanes shall have their canopies maintained at 13'-6" or higher where they overhang into the required width of the fire lane.

5. Landscaping shall be placed and pruned as to retain the required clearance for ladder access to windows around the building and to not interfere at maturity with 13'-6" emergency vehicle access clearance.

6. Turf slopes cannot exceed 4:1.

7. Install jute netting on all slopes 2.5:1 and greater. Jute netting must be installed perpendicular to the contour lines and must be stapled 4' o.c.

8. Maintain a minimum distance of 18" between edge of lawn and trunk of tree(s).

9. Landscape contractor shall provide protection for all concrete surfaces when installing landscape materials. Staining of concrete from dirt, tire marks and damaged curbs will not be permitted. All damaged surfaces shall be cleaned or replaced.

10. Landscape contractor shall coordinate and install the sleeving and stubbing for irrigation crossing parking lots and paved areas.

11. Landscape contractor shall grade all landscape areas 2% min. to drain to the street. Landscape contractor is responsible to provide positive drainage away from all buildings. All planters and planter islands should be crowned to prevent standing water.

12. Refer to arborist report for existing oak tree preservation notes and guidelines.

13. Root barriers are required in all locations where trees are placed closer than 72" from curbs, sidewalks, concrete or asphalt refer to detail for specification and installation.

14. Quantities found in the plant legend are for contractor convenience. In the event that the quantities in the legend differ from those found on the plans, the quantities found on the plans will take precedence.

15. Contractor to hand dig only under existing tree canopies, no mechanical excavation will be allowed, do not cut any roots 2" or larger in diameter, if it is necessary to prune roots 2" in diameter or larger, contractor shall hire the services of a licensed arborist to supervise and direct the work, follow all recommendations of the arborist.

DRAWING INDEX

L0.1 - COVER SHEET
L1.1 - PLANTING PLAN A
L1.2 - PLANTING PLAN B
L1.3 - PLANTING PLAN C
L1.4 - PLANTING PLAN D
L1.5 - PLANTING PLAN F
L1.6 - PLANTING PLAN F
L1.7 - PLANT SCHEDULE, NOTES & CALCULATIONS

YAMASAKI
LANDSCAPE ARCHITECTURE

1223 HIGH STREET
AUBURN, CALIFORNIA 95603
530.885.0040
www.yamasaki-la.com

LANDSCAPE DEVELOPMENT PLANS

BRIDGEHEAD INDUSTRIAL

OAKLEY, CALIFORNIA

Client/Subconsultant

Project Mgr: JMA
Drawn By: JMA
Scale:
Date: 6/7/24
File Name: PB CV

No.	Date	Revision
1	12/4/23	1st Planning Submittal
2	6/7/24	2nd Planning Submittal

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Seal



Sheet Title

COVER SHEET

Sheet No

L0.1

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SCREEN SHRUBS WILL BE PLANTED AROUND THE PERIMETER OF THE PROJECT.

B.N.S.F. RAILWAY

CRAPE MYRTLE TREES HIGHLIGHT THE ENTRY TO THE PROJECT.

MATCH LINE
SEE SHEET L 1.2

BIOFILTRATION BASINS WILL BE PLANTED PRIMARILY WITH A FESCUE SOD GROWN SPECIFICALLY FOR WATER QUALITY FEATURES. THE PERIMETER OF THE BASIN WILL BE PLANTED WITH A VARIETY OF ORNAMENTAL GRASSES TO CREATE A MORE INFORMAL APPEARANCE TO THE BASIN.

TREES ARE PROHIBITED WITHIN THE PIPELINE EASEMENT. SHRUBS AND GROUNDCOVER WILL BE PLANTED IN THESE PLANTERS AND FINGER ISLANDS.

BUILDING 6

BRIDGEHEAD ROAD

SHRUBS AND GROUND COVER WILL BE INSTALLED IN ALL PLANTER AREAS. REFER TO PLANT SCHEDULE FOR POTENTIAL PLANT VARIETIES.
A 3" LAYER OF BARK MULCH WILL BE INSTALLED IN ALL PLANTERS UPON COMPLETION OF PLANTING.

PARKING LOT SHADE AREA
SHADE TREE COVERAGE

BUILDING 7

CRAPE MYRTLE TREES HIGHLIGHT THE ENTRY TO THE PROJECT.

EVERGREEN TREES ARE USED TO PROVIDE SCREENING TO THE TRUCK PARKING AREAS.

PARCEL D
184 PM 17

PARCEL C
184 PM 17

PARCEL A
184 PM 17

PARCEL B
184 PM 17

BIOFILTRATION BASINS WILL BE PLANTED PRIMARILY WITH A FESCUE SOD GROWN SPECIFICALLY FOR WATER QUALITY FEATURES. THE PERIMETER OF THE BASIN WILL BE PLANTED WITH A VARIETY OF ORNAMENTAL GRASSES TO CREATE A MORE INFORMAL APPEARANCE TO THE BASIN.

CRAPE MYRTLE TREES HIGHLIGHT THE ENTRY TO THE PROJECT.

EVERGREEN TREES ARE USED TO PROVIDE SCREENING TO THE BUILDING AND TRUCK PARKING AREAS.

LANDSCAPE SHRUBS WILL BE UTILIZED TO SCREEN ABOVE GROUND UTILITIES AND BACKFLOW PREVENTERS.

MAIN STREET

147+00 148+00 149+00 150+00 151+00 152+00 153+00 154+00 155+00 158+00 161+00

I HAVE COMPLIED WITH THE CRITERIA OF THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE AND IRRIGATION DESIGN PLAN.

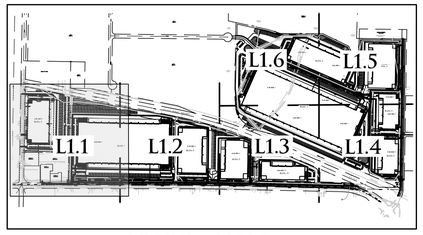
SIGNATURE

6/7/24
DATE

PLANT SCHEDULE

SYMBOL	CODE
TREES	
	ACE OCT
	CED DEO
	CER FOR
	COR CHI
	EUC NIC
	LAG NAT
	LAU XSA
	PIN CAN
	PIN ELD
	PIS RED
	PLA COL
	QUE WIS
	RHA MAJ
	ULM DRA
	ZEL VIL

SEE SHEET L1.7 FOR FULL PLANT SCHEDULE



VICINITY MAP

NORTH

0' 100'
50' 200'

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LANDSCAPE DEVELOPMENT PLANS

BRIDGEHEAD INDUSTRIAL

OAKLEY, CALIFORNIA

Client/Subconsultant

Project Mgr: JMA
Drawn By: JMA
Scale: 1"=50'-0"
Date: 6/7/24
File Name: PB PL

No.	Date	Revision
1	12/4/23	1st Planning Submittal
2	6/7/24	2nd Planning Submittal

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Seal

LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSE 4057
Signature 12/7/24
Renewal Date 6/1/24
STATE OF CALIFORNIA

Sheet Title

PLANTING PLAN A

Sheet No

L1.1

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SEE SHEET L 1.1
MATCH LINE

SCREEN SHRUBS WILL BE PLANTED AROUND THE PERIMETER OF THE PROJECT.

B.N.S.F. RAILWAY

MATCH LINE
SEE SHEET L 1.3

SHRUBS AND GROUND COVER WILL BE INSTALLED IN ALL PLANTER AREAS. REFER TO PLANT SCHEDULE FOR POTENTIAL PLANT VARIETIES.
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BUILDING 7

BUILDING 8

EVERGREEN TREES ARE USED TO PROVIDE SCREENING TO THE TRUCK PARKING AREAS.

PARKING LOT SHADE AREA
SHADE TREE COVERAGE

EVERGREEN TREES ARE USED TO PROVIDE SCREENING TO THE BUILDING AND TRUCK PARKING AREAS.

CRAPE MYRTLE TREES HIGHLIGHT THE ENTRY TO THE PROJECT.

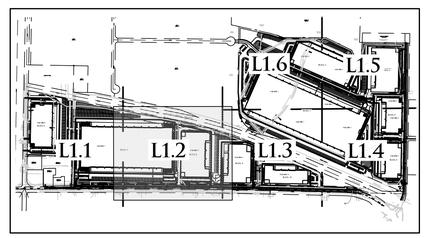
LANDSCAPE SHRUBS WILL BE UTILIZED TO SCREEN ABOVE GROUND UTILITIES AND BACKFLOW PREVENTERS.

MAIN STREET

PLANT SCHEDULE

SYMBOL	CODE
TREES	
	ACE OCT
	CED DEO
	CER FOR
	COR CHI
	EUC NIC
	LAG NAT
	LAU XSA
	PIN CAN
	PIN ELD
	PIS RED
	PLA COL
	QUE WIS
	RHA MAJ
	ULM DRA
	ZEL VIL

SEE SHEET L1.7 FOR FULL PLANT SCHEDULE



VICINITY MAP

NORTH

0' 100'
50' 200'

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Project Mgr: JMA
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Seal

LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSE 4057
Renewal 12/24
Printed Title 6/1/24
STATE OF CALIFORNIA

Sheet Title

PLANTING PLAN B

Sheet No

L1.2

S:\Jobs\Projects\Bridgehead\Public\CD\Drawings\L1.2.PB Plan by JMA.dwg, 6/6/2024 4:05 PM by JMA

SEE SHEET L 1.2
MATCH LINE

SEE SHEET L 1.6
MATCH LINE

MATCH LINE
SEE SHEET L 1.4

BLDG. 1

BUILDING 1

SHRUBS AND GROUND COVER WILL BE INSTALLED IN ALL PLANTER AREAS. REFER TO PLANT SCHEDULE FOR POTENTIAL PLANT VARIETIES.
A 3" LAYER OF BARK MULCH WILL BE INSTALLED IN ALL PLANTERS UPON COMPLETION OF PLANTING.

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LOT 5
545 M 1

SCREEN SHRUBS WILL BE PLANTED AROUND THE PERIMETER OF THE PROJECT.

B.N.S.F. RAILWAY

PARCEL B 545 M 1

12"FS

EVERGREEN TREES ARE USED TO PROVIDE SCREENING TO THE TRUCK PARKING AREAS.

SCREEN SHRUBS WILL BE PLANTED AROUND THE PERIMETER OF THE PROJECT.

BUILDING 9

BLDG. 9

45' CLR
ELEC. ESMT

PG DRAINAGE EASMT
17FT OR MW

BUILDING 10

BLDG. 10

PARKING LOT SHADE AREA
SHADE TREE COVERAGE

EVERGREEN TREES ARE USED TO PROVIDE SCREENING TO THE BUILDING AND TRUCK PARKING AREAS.

EVERGREEN TREES ARE USED TO PROVIDE SCREENING TO THE BUILDING AND TRUCK PARKING AREAS.

CRAPE MYRTLE TREES HIGHLIGHT THE ENTRY TO THE PROJECT.

LANDSCAPE SHRUBS WILL BE UTILIZED TO SCREEN ABOVE GROUND UTILITIES AND BACKFLOW PREVENTERS.

177+00 178+00 179+00 182+00 183+00 184+00 185+00 188+00

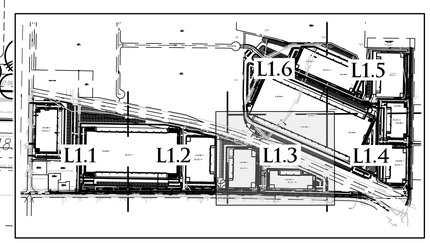
MAIN STREET

2008.80'
S88°45'54"E 2668.80'

PLANT SCHEDULE

SYMBOL	CODE
TREES	
	ACE OCT
	CED DEO
	CER FOR
	COR CHI
	EUC NIC
	LAG NAT
	LAU XSA
	PIN CAN
	PIN ELD
	PIS RED
	PLA COL
	QUE WIS
	RHA MAJ
	ULM DRA
	ZEL VIL

SEE SHEET L1.7 FOR FULL PLANT SCHEDULE



VICINITY MAP

NORTH

0' 100' 50' 200'

YAMASAKI
LANDSCAPE ARCHITECTURE

1223 HIGH STREET
AUBURN, CALIFORNIA 95603
530.885.0040
www.yamasaki-la.com

LANDSCAPE DEVELOPMENT PLANS

BRIDGEHEAD INDUSTRIAL

OAKLEY, CALIFORNIA

Client/Subconsultant

Project Mgr: JMA
Drawn By: JMA
Scale: 1"=50'-0"
Date: 6/7/24
File Name: PB PL

No.	Date	Revision
1	12/4/23	1st Planning Submittal
2	6/7/24	2nd Planning Submittal

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Seal

LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA #6571
12/24
6/7/24
STATE OF CALIFORNIA

Sheet Title

PLANTING PLAN C

Sheet No

L1.3

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SEE SHEET L 1.5
MATCH LINE

SEE SHEET L 1.3
MATCH LINE

SHRUBS AND GROUND COVER WILL BE INSTALLED IN ALL PLANTER AREAS. REFER TO PLANT SCHEDULE FOR POTENTIAL PLANT VARIETIES.
A 3" LAYER OF BARK MULCH WILL BE INSTALLED IN ALL PLANTERS UPON COMPLETION OF PLANTING.

BUILDING 1

BUILDING 4

BUILDING 5

PARKING LOT SHADE AREA
SHADE TREE COVERAGE

CRAPE MYRTLE TREES HIGHLIGHT THE ENTRY TO THE PROJECT.

BIOFILTRATION BASINS WILL BE PLANTED PRIMARILY WITH A FESCUE SOD GROWN SPECIFICALLY FOR WATER QUALITY FEATURES. THE PERIMETER OF THE BASIN WILL BE PLANTED WITH A VARIETY OF ORNAMENTAL GRASSES TO CREATE A MORE INFORMAL APPEARANCE TO THE BASIN.

SCREEN SHRUBS WILL BE PLANTED AROUND THE PERIMETER OF THE PROJECT.

LANDSCAPE SHRUBS WILL BE UTILIZED TO SCREEN ABOVE GROUND UTILITIES AND BACKFLOW PREVENTERS.

BIG BREAK ROAD

B.N.S.F. RAILWAY

MAIN STREET

PARCEL B 545 M 1

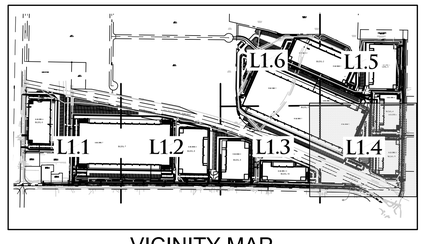
ROEL B 545 M 1

12"FS

PLANT SCHEDULE

SYMBOL	CODE
TREES	
	ACE OCT
	CED DEO
	CER FOR
	COR CHI
	EUC NIC
	LAG NAT
	LAU XSA
	PIN CAN
	PIN ELD
	PIS RED
	PLA COL
	QUE WIS
	RHA MAJ
	ULM DRA
	ZEL VIL

SEE SHEET L1.7 FOR FULL PLANT SCHEDULE



VICINITY MAP

NORTH

0' 100'
50' 200'

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LANDSCAPE DEVELOPMENT PLANS

BRIDGEHEAD INDUSTRIAL

OAKLEY, CALIFORNIA

Client/Subconsultant

Project Mgr: JMA
Drawn By: JMA
Scale: 1"=50'-0"
Date: 6/7/24
File Name: PB PL

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LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSE 4015
Signature
12/24
Renewal Date
6/1/24
STATE OF CALIFORNIA

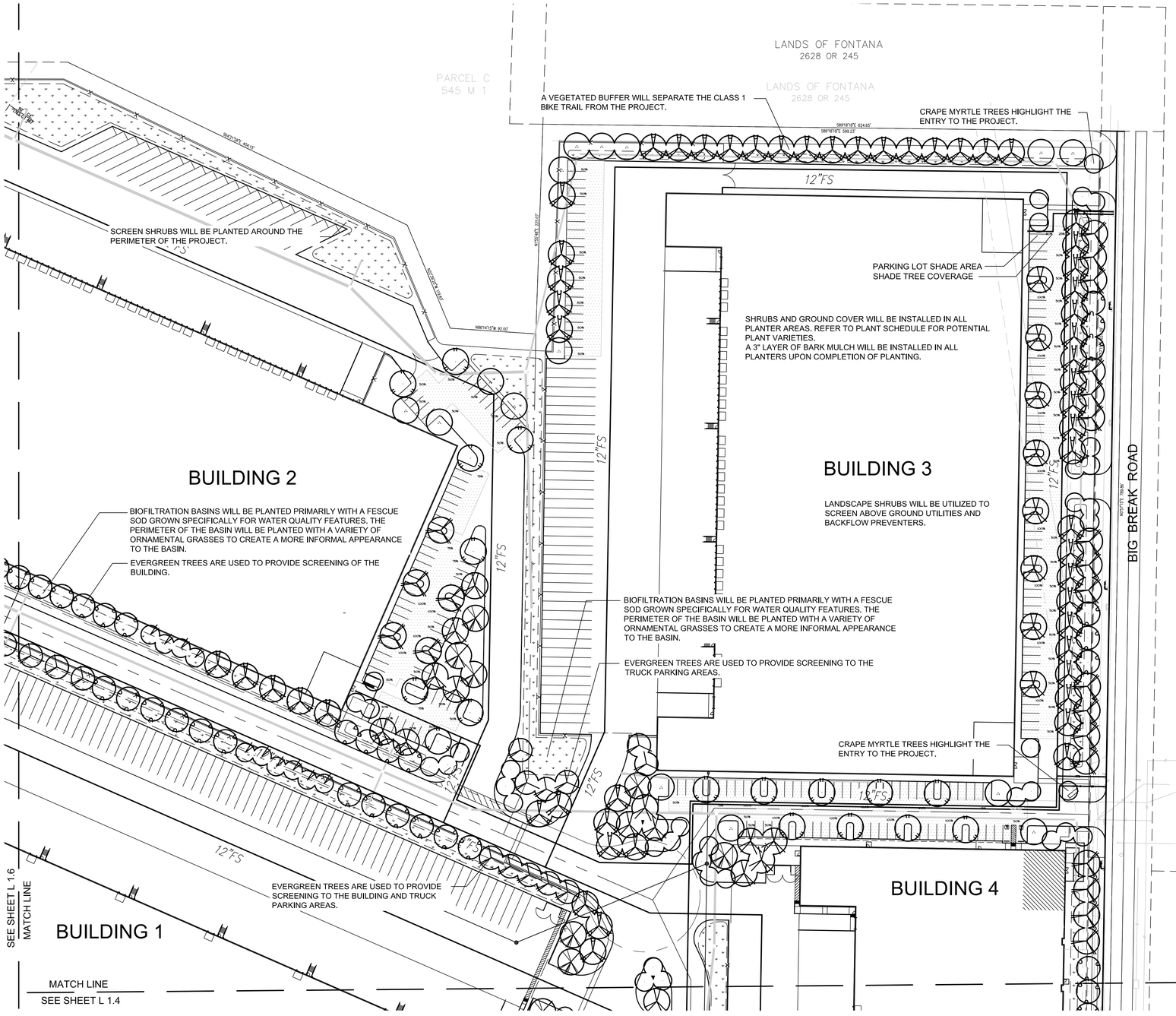
Sheet Title

PLANTING PLAN D

Sheet No

L1.4

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PLANT SCHEDULE

SYMBOL	CODE
TREES	
	ACE OCT
	CED DEO
	CER FOR
	COR CHI
	EUC NIC
	LAG NAT
	LAU XSA
	PIN CAN
	PIN ELD
	PIS RED
	PLA COL
	QUE WIS
	RHA MAJ
	ULM DRA
	ZEL VIL

SEE SHEET L1.7 FOR FULL PLANT SCHEDULE

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LANDSCAPE DEVELOPMENT PLANS

BRIDGEHEAD INDUSTRIAL

OAKLEY, CALIFORNIA

Client/Subconsultant

Project Mgr: JMA

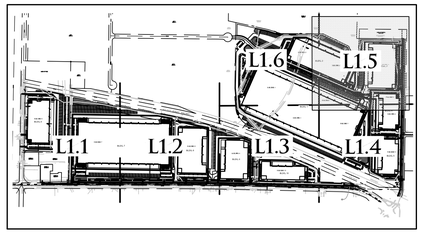
Drawn By: JMA

Scale: 1"=50'-0"

Date: 6/7/24

File Name: PB PL

No.	Date	Revision
1	12/4/23	1st Planning Submittal
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VICINITY MAP

NORTH

0' 100' 50' 200'

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LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA 6057
12/24
Renewal Date
6/1/24
Date
STATE OF CALIFORNIA

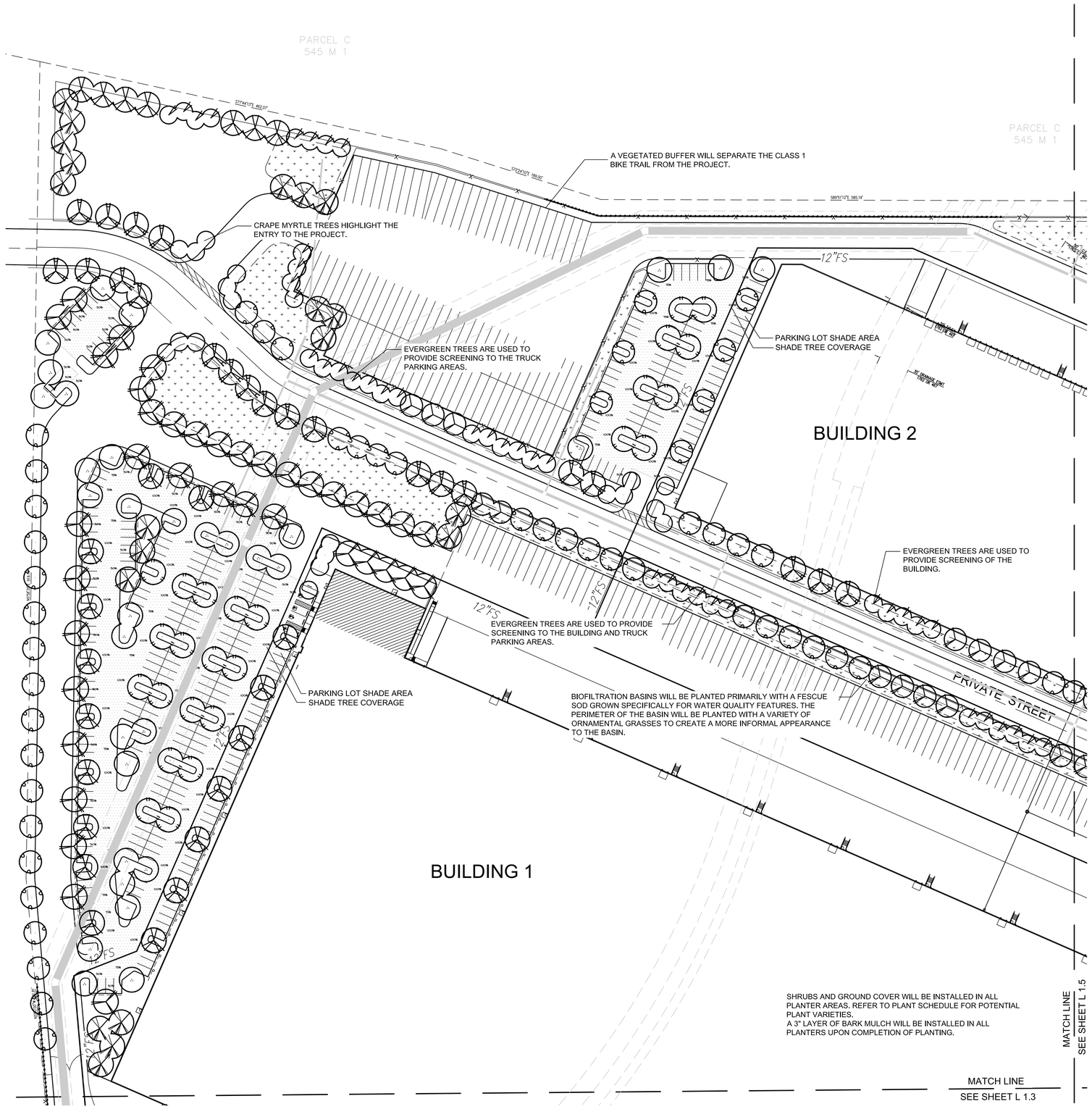
Sheet Title

PLANTING PLAN E

Sheet No

L1.5

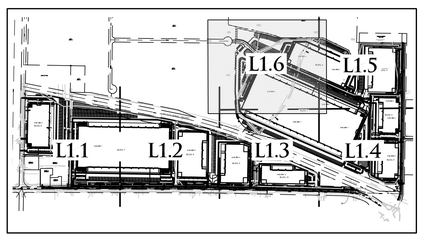
Drawing Project: P:\Projects\2021\21018\PB PL.dwg\L1.5\PB PL Jun 2024 - 4:17 PM by Jeff Ambrosia



PLANT SCHEDULE

SYMBOL	CODE
TREES	
	ACE OCT
	CED DEO
	CER FOR
	COR CHI
	EUC NIC
	LAG NAT
	LAU XSA
	PIN CAN
	PIN ELD
	PIS RED
	PLA COL
	QUE WIS
	RHA MAJ
	ULM DRA
	ZEL VIL

SEE SHEET L1.7 FOR FULL PLANT SCHEDULE



VICINITY MAP

NORTH

0' 100' 50' 200'

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LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSINI #3571
12/24
6/7/24
DATE
STATE OF CALIFORNIA

Sheet Title

PLANTING PLAN F

Sheet No

L1.6

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PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	H X W	WATER USE
TREES						
	ACE OCT		Acer rubrum `October Glory` / October Glory Red Maple	24" box	30`x25`	MED
	CED DEO		Cedrus deodara / Deodar Cedar	24" box	50`x30`	LOW
	CER FOR		Cercis canadensis `Forest Pansy` / Forest Pansy Eastern Redbud	24" box	18`x15`	MED
	COR CHI		Cornus florida 'Cherokee Chief' / Cherokee Chief Dogwood	24" box	20`x18`	MED
	EUC NIC		Eucalyptus nicholii / Nichol's Willow-leafed Peppermint	24" box	40`x20`	LOW
	LAG NAT		Lagerstroemia indica x fauriei 'Natchez' / Natchez Crape Myrtle	24" box	20`x20`	LOW
	LAU XSA		Laurus x 'Saratoga' / Saratoga Hybrid Laurel	24" box	20`x18`	LOW
	PIN CAN		Pinus canariensis / Canary Island Pine	24" box	40`x20`	LOW
	PIN ELD		Pinus eldarica / Afghan Pine	15 gal	50`x25`	LOW
	PIS RED		Pistacia x `Red Push` / Red Push Pistache	15 gal	35`x30`	LOW
	PLA COL		Platanus x acerifolia 'Columbia' / Columbia London Plane Tree	24" box	40`x30`	MED
	QUE WIS		Quercus wislizenii / Interior Live Oak	24" box	50`x30`	LOW
	RHA MAJ		Rhaphiolepis x 'Montic' / Majestic Beauty Indian Hawthorn	24" box	12`x12`	LOW
	ULM DRA		Ulmus parvifolia 'Drake' / Drake Lacebark Elm	15 gal	35`x30`	LOW
	ZEL VIL		Zelkova serrata 'Village Green' / Village Green Sawleaf Zelkova	24" box	35`x30`	LOW
POTENTIAL SHRUBS						
	CAL DWA		Callistemon viminalis `Little John` / Dwarf Weeping Bottlebrush	5 gal	4`x4`	LOW
	CIS PUR		Cistus x purpureus / Orchid Rockrose	5 gal	4`x4`	LOW
	DIE VEG		Dietes vegeta / African Iris	1 gal	3`x3`	LOW
	GRE NOE		Grevillea x `Noelliii` / Grevillea	5 gal	5`x5`	LOW
	LAU LIT		Laurus nobilis `Little Ragu` / Emerald Wave Sweet Bay	5 gal	6`x6`	LOW
	MAH AQU		Mahonia aquifolium / Oregon Grape	5 gal	3`x4`	LOW
	MAH SOF		Mahonia eurybracteata `Soft Caress` / Soft Caress Mahonia	5 gal	3`x4`	MED
	NAN GUL		Nandina domestica `Gulf Stream` / Heavenly Bamboo	5 gal	2`x2`	LOW
	PIT VAR		Pittosporum tobira `Variegata` / Variegated Mock Orange	5 gal	5`x5`	MED
	PRU COM		Prunus caroliniana `Compacta` / Compact Carolina Laurel Cherry	5 gal	8`x6`	LOW
	RHA EVE		Rhamnus californica `Eve Case` / California Coffeeberry	5 gal	6`x7`	LOW
	RHA BAL		Rhaphiolepis indica `Ballerina` / Ballerina Indian Hawthorn	1 gal	3`x4`	MED
	RHA JAC		Rhaphiolepis indica `Jack Evans` / Ballerina Indian Hawthorn	5 gal	4`x4`	MED
	SAL BEE		Salvia x `Bee`s Bliss` / Bee`s Bliss Sage	5 gal	2`x6`	LOW
	VIB DAV		Viburnum davidii / David Viburnum	5 gal	4`x4`	MED
	XYL COM		Xylosma congestum `Compacta` / Compact Xylosma	5 gal	6`x6`	LOW
POTENTIAL GRASSES						
	MUH CAP		Muhlenbergia capillaris `Regal Mist` TM / Muhly	1 gal	3`x3`	LOW
	MUH RIG		Muhlenbergia rigens / Deer Grass	1 gal	4`x4`	LOW
	PEN BUN		Pennisetum alopecuroides `Little Bunny` / Little Bunny Fountain Grass	1 gal	1`x2`	LOW
POTENTIAL VINES						
	FIC PUM		Ficus pumila / Creeping Fig	5 gal		MED

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	H X W	WATER USE	SPACING
POTENTIAL GROUND COVERS							
	ACA LOW		Acacia redolens `Low Boy` / Low Boy Bank Catclaw	1 gal	2`x6`	LOW	72" o.c.
	ARC ECP		Arctostaphylos x `Emerald Carpet` / Emerald Carpet Manzanita	1 gal@	1`x4`	LOW	48" o.c.
	COT LOW		Cotoneaster dammeri `Lowfast` / Lowfast Bearberry Cotoneaster	1 gal	1.5`x6`	LOW	60" o.c.
BIOSWALE							
	BIO HYD		Biofiltration Hydroseed / Drought Tolerant Fescue Blend	Hydroseed			

40% Nasella pulchra - Purple Needlegrass
30% Hordeum californicum - California Barley
30% Hordeum brachyantherum - Meadow Barley
30% Festuca rubra - Molate Fescue

Seed	300lbs/acre
Commercial Fertilizer (16-20-0)	350lbs/acre
Paper Fiber Mulch	2000lbs/acre
Fishstick Tacifier	100lbs/acre

SEED MIX MEETS THE REQUIREMENTS OF THE CONTRA COSTA CLEAN WATER GUIDE BOOK - 8th EDITION

LANDSCAPE AREA

NORTH SITE		3,813,914 S.F.
LANDSCAPE AREA		518,663 S.F.
LANDSCAPE PERCENTAGE	14%	
SOUTH SITE		3,328,475 S.F.
LANDSCAPE AREA		442,085 S.F.
LANDSCAPE PERCENTAGE	13%	
TOTAL PROJECT		7,142,389 S.F.
TOTAL LANDSCAPE		960,748 S.F.
TOTAL LANDSCAPE %	13.5%	

PLANTING DESIGN INTENT

The proposed landscape plant palette consists of low water use shrubs, groundcover, trees, and ornamental grasses that are considered low maintenance and hardy. Choice of plants is guided by considerations of solar exposure and climate conditions of the site. Plant selection aims for longevity by selecting plants that are long lived varieties of trees, shrubs, groundcover, and grasses.

Shrubs and groundcover are minimum #1 size. Trees are minimum #15 size. Plant materials shall be spaced to provide substantial cover, but also to allow adequate room to mature into their natural form and ultimate size without required pruning.

BUILDING 1 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	COUNT	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	17	75%	530	9010
ACE-OCT	6	100%	962	5772
ACE-OCT	17	50%	354	6018
CED-DEO	2	50%	481	962
LAG-NAT	1	25%	79	79
LAG-NAT	3	50%	157	471
PIS-RED	6	75%	722	4332
PIS-RED	27	100%	962	25974
PLA-COL	31	50%	481	14911
PLA-COL	17	100%	962	16354
ZEL-VIL	10	100%	962	9620
ZEL-VIL	4	75%	722	2888
ZEL-VIL	17	50%	481	2888
			TOTAL	99279

PARKING LOT AREA	155,036 s.f.
SHADE REQUIRED (50%)	77,518 s.f.
TOTAL SHADE	100,241 s.f.
PERCENT SHADE	65%

BUILDING 2 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	COUNT	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	3	75%	530	1590
ACE-OCT	5	50%	354	1770
EUC-NIC	7	100%	491	3437
LAG-NAT	4	50%	706	2824
PIS-RED	6	100%	962	5772
PIS-RED	5	50%	481	2405
PIS-RED	5	75%	722	3610
PLA-COL	5	50%	481	2405
ZEL-VIL	2	75%	722	1444
ZEL-VIL	4	100%	962	3848
			TOTAL	29105

PARKING LOT AREA	52,940 s.f.
SHADE REQUIRED (50%)	26,470 s.f.
TOTAL SHADE	29,105 s.f.
PERCENT SHADE	55%

BUILDING 3 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	COUNT	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	1	75%	530	530
ACE-OCT	3	50%	354	1062
LAG-NAT	2	50%	157	314
PIS-RED	1	75%	962	962
PIS-RED	4	100%	722	2888
PLA-COL	8	100%	481	3848
ULM DRA	1	25%	177	177
ULM DRA	24	50%	481	11544
			TOTAL	21325

PARKING LOT AREA	42,538 s.f.
SHADE REQUIRED (50%)	21,269 s.f.
TOTAL SHADE	21,325 s.f.
PERCENT SHADE	50%

BUILDING 4 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	COUNT	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	3	50%	354	1062
PIS-RED	1	50%	481	481
PIS-RED	7	100%	962	6734
PLA-COL	2	50%	481	962
ULM-DRA	1	75%	530	530
ULM-DRA	2	50%	354	708
ZEL-VIL	3	100%	962	2886
			TOTAL	13363

PARKING LOT AREA	22,249 s.f.
SHADE REQUIRED (50%)	11,125 s.f.
TOTAL SHADE	13,365 s.f.
PERCENT SHADE	60%

IRRIGATION DESIGN INTENT

The irrigation systems will be serviced by new points of connection. Landscape within the frontage rights of way will be irrigated and maintained by the development. Roadway medians will be irrigated and maintained by the City and will be designed to City standards.

The irrigation design will consist of low volume point source drip irrigation for shrubs and groundcover with a max. .25 GPM emission device. Proposed trees will utilize bubbler irrigation to encourage deep root watering. Design will include check valves on all drip irrigation to avoid low head drainage. The overall irrigation system will be designed with a smart irrigation controller. A weather sensor will be used to automatically adjust duration of application in accordance with recent weather conditions based on evapotranspiration. Maximum water allowance will be determined by State code. Slopes greater than 25% must be irrigated with devices less than 0.75 inches per hour. To also be consistent with the planting design, the irrigation design will create separate irrigation stations by hydrozone, locating plants of different water and solar needs on separate valves.

BUILDING 5 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	4	50%	354	1416
LAG-NAT	1	50%	157	157
PIS-RED	3	100%	962	2886
PIS-RED	1	50%	481	481
ULM-DRA	1	75%	530	530
ZEL-VIL	8	100%	962	7696
			TOTAL	13166

PARKING LOT AREA	24,016 s.f.
SHADE REQUIRED (50%)	12,008 s.f.
TOTAL SHADE	13,166 s.f.
PERCENT SHADE	55%

BUILDING 6 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
LAG-NAT	1	50%	157	157
PLA-COL	7	50%	481	3367
ACE-OCT	10	50%	354	3540
PIS-RED	16	100%	962	15392
			TOTAL	22456

PARKING LOT AREA	32,678 s.f.
SHADE REQUIRED (50%)	16,339 s.f.
TOTAL SHADE	22,456 s.f.
PERCENT SHADE	69%

BUILDING 7 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	1	75%	530	530
ACE-OCT	25	50%	354	8850
PIS-RED	35	100%	962	33670
LAG-NAT	4	50%	157	628
PLA-COL	24	50%	481	11544
			TOTAL	55222

PARKING LOT AREA	113490 s.f.
SHADE REQUIRED (50%)	56,745 s.f.
TOTAL SHADE	55,222 s.f.
PERCENT SHADE	49%

NOTE: PARKING LOT SHADE FALLS SHORT OF 50% AS SHADE TREES ARE PROHIBITED OVER PIPELINE EASEMENT.

BUILDING 8 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	7	50%	354	2478
PLA-COL	13	50%	962	12506
PIS-RED	19	100%	481	9139
			TOTAL	24123

PARKING LOT AREA	43,690 s.f.
SHADE REQUIRED (50%)	21,845 s.f.
TOTAL SHADE	24,123 s.f.
PERCENT SHADE	55%

BUILDING 9 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	9	50%	354	3186
PIS-RED	10	100%	962	9620
PLA-COL	3	50%	481	1443
			TOTAL	14249

PARKING LOT AREA	24,412 s.f.
SHADE REQUIRED (50%)	12,206 s.f.
TOTAL SHADE	14,249 s.f.
PERCENT SHADE	58%

BUILDING 10 PARKING LOT SHADE CALCULATIONS

TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-OCT	3	75%	530	1590
PIS-RED	7	50%	354	2478
PLA-COL	7	50%	481	3367
PIS-RED	9	100%	706	6354
ACE-OCT	15	50%	354	5310
			TOTAL	19099

PARKING LOT AREA	31,590 s.f.
SHADE REQUIRED (50%)	15,795 s.f.
TOTAL SHADE	23,308 s.f.
PERCENT SHADE	74%

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LANDSCAPE DEVELOPMENT PLANS

BRIDGEHEAD INDUSTRIAL

OAKLEY, CALIFORNIA

Client/Subconsultant

Project Mgr: JMA
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Seal



Sheet Title

PLANT SCHEDULE, NOTES & CALCULATIONS

Sheet No

L1.7

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Rendering of Building 1 - View from Main St

BRIDGEHEAD INDUSTRIAL

Oakley, CA | #22626 | 12. 04. 2023



Rendering of Building 4&5 - View from Big Break Rd

BRIDGEHEAD INDUSTRIAL

Oakley, CA | #22626 | 12. 04. 2023



Rendering of Building 4 - View from Big Break Rd

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HPA architecture 43 Years

JB2 PARTNERS



Rendering of Building 6 - View from Bridgehead Rd

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Rendering of Building 7 - View from Main St

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Oakley, CA | #22626 | 12. 04. 2023

HPA architecture 43 Years

JB2 PARTNERS

Memorandum

To: Ken Strelo, Community Development Director, City of Oakley

From: David Zehnder, Tom Martens and Chinmay Damle, Economic & Planning Systems

Subject: Oakley Bridgehead Industrial PUD Fiscal and Economic Impact Analysis
EPS #242140

Date: October 3, 2025

Introduction

Economic & Planning Systems, Inc (EPS) was retained by the City of Oakley to evaluate the fiscal and economic impacts of the proposed Bridgehead Industrial Planned Unit Development (Bridgehead PUD; Project).

Project Overview

The Bridgehead PUD includes 164 acres east of California Highway 160, north of Main Street and generally south of Wilbur and Industrial Avenues, as shown in **Figure 1**. The BNSF railroad right-of-way bisects the site, resulting in a North Development Area of 87.6 acres and a South Development Area of 76.4 acres.

Figure 1 Project Location



Source: David Babcock + Associates

The North Development Area, adjacent to the Contra Costa Logistics Center, is well-suited to larger floorplate development, such as warehouse and distribution or larger scale manufacturing uses. The South Development Area, accessed from Main Street and more proximate to residential areas, is envisioned for smaller-scale industrial or industrial/flex uses.

For the fiscal and economic impact analyses, the site is assumed to be developed with 3.1 million square feet of built space, per the Project Description prepared by David Babcock + Associates, dated June 10, 2024.

Key Findings

The key findings of fiscal and economic impact analyses are presented below in 2025$. The fiscal impact analysis findings are presented as a range to reflect the potential variability in City revenues and expenditures, depending upon whether Bridgehead end users skew towards manufacturers or distribution operations. The economic impacts (e.g.: indirect and induced multiplier effects) are based on a combination of manufacturing and distribution users. Additional results and discussions of methodology and assumptions for each analysis are detailed in the subsequent Fiscal Impact Analysis and Economic Impact Analysis sections.

Fiscal Impacts

1. ***At buildout, Bridgehead is estimated to yield a net fiscal surplus for the City's General Fund ranging from approximately $1.1 million to $1.4 million annually.***

   A comparison of annual revenues and expenditures is shown in **Table 1**. This net fiscal impact is based on several assumptions, described further in this report, including the Project's estimated total net assessed value and the number of workers at buildout. Based on these assumptions, the Project is estimated to generate between approximately $1.3 million and $2.1 million in General Fund revenues annually and require approximately $251,000 to $690,000 annually in General Fund project-related expenditures, depending upon the composition of end users.

2. ***The largest General Fund revenues generated by the Project, including $587,000 a year in property taxes and $619,000 annually in property tax in-lieu of vehicle license fees, are directly tied to new assessed value.***

   The proposed development is estimated to generate total secured assessed value (AV) of approximately $775 million, plus additional unsecured value, resulting in the above-referenced gains. Estimated annual sales tax revenues ranging from $16,000 to $489,000 include taxes from spending by on-site employees elsewhere in the City, along with potential on-site business taxable sales under a manufacturing-focused scenario.

3. ***Police costs are expected to make up the largest additional expenditure impact on the City's General Fund.***

   In the City's 2024-25 Adopted Budget, Police expenditures account for 54 percent of the City's annual General Fund expenditures (excluding transfers out). As such, police expenditures constitute the largest share of Bridgehead PUD's public service costs, at 63 percent. The Project's estimated impact on General Fund expenditures for Police ranges from approximately $158,000 per year under a distribution-focused scenario, with relatively fewer on-site employees, to $434,000 per year under a manufacturing-focused scenario, which would result in a higher number of employees on-site.

Table 1 provides a detailed summary of General Fund revenues and expenditures attributed to the Project at buildout and the resulting net fiscal impact to the City's General Fund. All results for the fiscal impact analysis are expressed in constant 2025 dollars and represent the impacts of the Project annually at buildout.

Table 1 Summary of Estimated Fiscal Impacts at Buildout (2025$)

General Fund Item	At Project Buildout: *Manufacturing Focused* Amount	*Manufacturing Focused* Percent	*Distribution Focused* Amount	*Distribution Focused* Percent
Annual Revenues [1]				
Property Tax	$586,800	27.6%	$586,800	44.7%
Property Tax in Lieu of VLF	$618,600	29.1%	$618,600	47.1%
Property Transfer Taxes	$21,300	1.0%	$21,300	1.6%
Sales Taxes	$733,491	34.5%	$24,248	1.8%
Franchise Tax	$102,400	4.8%	$37,300	2.8%
Transient Occupancy Taxes	$20,000	0.9%	$7,000	0.5%
Motor Vehicle In Lieu Tax	$1,800	0.1%	$600	0.0%
Traffic Fines	$2,900	0.1%	$1,000	0.1%
Business Licenses	$40,100	1.9%	$16,600	1.3%
Total General Fund Revenues	**$2,127,400**	**100.0%**	**$1,313,400**	**100.0%**
Annual Expenditures [2]				
City Council	$1,900	0.3%	$700	0.3%
City Clerk	$9,800	1.4%	$3,600	1.4%
City Attorney	$8,800	1.3%	$3,200	1.3%
City Manager	$500	0.1%	$200	0.1%
Finance	$21,500	3.1%	$7,800	3.1%
Human Resources	$4,100	0.6%	$1,500	0.6%
Facilities Maintenance	$16,100	2.3%	$5,900	2.4%
Information Technology	$0	0.0%	$0	0.0%
Economic Development	$8,400	1.2%	$3,000	1.2%
Building	$700	0.1%	$200	0.1%
Planning	$24,000	3.5%	$8,700	3.5%
Code Enforcement	$19,000	2.8%	$6,900	2.8%
Police	$433,500	62.9%	$157,600	62.9%
Public Works	$120,900	17.5%	$43,900	17.5%
Recreation	$20,400	3.0%	$7,400	3.0%
Total General Fund Expenditures	**$689,600**	**100.0%**	**$250,600**	**100.0%**
Annual General Fund Surplus/(Deficit)	**$1,437,800**		**$1,062,800**	

Source: City of Oakley FY 2024-25 Adopted Budget; EPS.

Note: Values are rounded to the nearest $100.

[1] See Table A-5 for details on revenue estimating procedures.
[2] See Table A-12 for details on expenditure estimating procedures.

In addition to the ongoing net fiscal impact at build out, discussed above, construction worker taxable spending and transient occupancy tax (TOT) is estimated to total approximately $196,000 (constant 2025 dollars), spread across the duration of the construction period.

Economic Impacts

Ongoing Annual Impacts at Buildout

1. ***Estimated on-site employment at buildout of about 2,000 jobs is estimated to generate approximately an additional 1,500 jobs throughout the County, for a total employment impact of approximately 3,500 jobs.***

   Direct employment onsite generates additional indirect and induced employment off-site elsewhere in the County through economic multiplier effects.

2. ***Estimated on-site economic output at buildout of $600 million is estimated to generate additional indirect and induced output of nearly $300 million countywide, for total ongoing economic output of approximately $900 million.***

   Indirect and induced output includes business-to-business activity and household spending of wages earned from direct and indirect jobs.

Table 2 summarizes the ongoing annual economic impact from operation. Impacts include the direct activity on-site, along with indirect and induced impacts throughout Contra Costa County.

Table 2 Summary of Ongoing Annual Economic Impacts at Buildout (2025$)

Effect	Ongoing (Annual) Economic Impact		
	Employment	Wages (millions)	Economic Output (millions)
Direct	1,976	$226.1 M	$603.0 M
Indirect	933	$72.9 M	$173.3 M
Induced	589	$40.4 M	$120.4 M
Bridgehead PUD Total	**3,497**	**$339.3 M**	**$896.7 M**

Source: Implan; EPS.

One-Time Construction Impacts

3. ***Estimated direct construction employment of about 2,700 annual jobs is estimated to generate approximately an additional 1,000 jobs throughout the County.*** [1]

   Direct construction employment associated with development of Bridgehead PUD generates additional indirect and induced employment through economic multiplier

[1] Economic impact modeling estimates employment over a one-year timeframe, with each job supported during the construction phase equaling one year of employment. Therefore, if the total construction period lasts 5 years, the average number of jobs in any given year would be the total divided by 5 (20% of the total).

effects, for an estimated total employment impact of about 3,700 jobs annual jobs over the construction period.

4. ***Estimated direct construction-related economic output of nearly $700 million is estimated to generate over $900 million in total countywide economic output from Bridgehead PUD construction.***

   Over $200 million in indirect and induced output includes business-to-business activity and household spending of wages.

Table 3 summarizes the one-time economic impact from construction, including direct impacts from on-site construction as well as indirect and induced multiplier effects.

Table 3 Summary of One-Time Economic Impacts from Construction (2025$)

	One-Time Economic Impact		
Effect	Employment	Wages (millions)	Economic Output (millions)
Direct	2,654	$260.9 M	$678.9 M
Indirect	417	$39.2 M	$117.6 M
Induced	597	$40.9 M	$122.1 M
Bridgehead PUD Total	**3,668**	**$341.0 M**	**$918.6 M**

Source: Implan; EPS.

Fiscal Impact Analysis

This Fiscal Impact Analysis examines the Project's estimated annual net fiscal impact on the City's General Fund budget. Specifically, the analysis estimates whether projected General Fund revenues from the Project, at buildout, will adequately cover the cost of delivering General Fund municipal services to the Project's employees. The Fiscal Impact Analysis assumes the City will provide all General Fund-allocated municipal services to the Project.

The following section describes the methodologies and assumptions used to calculate the fiscal impacts of the Project. The technical analysis, including data, assumptions, and detailed calculations underlying the Fiscal Impact Analysis, are provided in **Appendix A**.

Fiscal Impact Methodology and Assumptions

This section details the underlying methodology and assumptions used to estimate the fiscal impact of the Project on the City. It describes assumptions concerning municipal service delivery, land development, and General Fund budgeting. In addition, it details the methodology used to forecast the Project's annual General Fund revenues and municipal service expenditures at buildout. The municipal services analyzed in this Fiscal Impact Analysis comprise of ongoing General Fund services only. The Fiscal Impact Analysis excludes any services that may be funded privately, such as common area maintenance costs, as well as an analysis of any one-time revenues generated by the Project, such as development impact fees. Further, this Fiscal Impact Analysis does not address expenditure budgeted in other City Governmental Funds or Proprietary Funds (e.g., enterprise funds), nor does it include an evaluation of the costs of building and operating any Project-specific capital or public service facilities.

General Assumptions

The Fiscal Analysis is based on the City's Adopted Budget for Fiscal Year (FY) 2024-25, estimated citywide residential and employment populations as of the end of 2023, tax regulations and statutes as of the end of the 2023-24 Fiscal Year, and other general assumptions discussed herein. Each revenue item is estimated based on current State of California (State) legislation and current City practices. Future changes by either State or City legislation or practices may affect the revenues and expenditures estimated in this Fiscal Impact Analysis. All costs and revenues are shown in constant 2025 dollars. General fiscal and demographic assumptions are detailed in **Table A-1** in **Appendix A.**

EPS consulted the City's budget documents to develop forecasting methodologies for specific revenues and expenditures affected by new development in the proposed Project. This Fiscal Impact Analysis also uses information from the following sources: Project Applicant, City of Oakley, Contra Costa County Auditor-Controller, California Department of Finance (DOF), US Census, and subscription-based data sources (e.g., CoStar).

The actual fiscal impacts of new development in the Project will vary from those presented in this Fiscal Impact Analysis if development plans or other assumptions (e.g., assessed valuations, sales tax revenue assumptions) differ from those presented.

Development Assumptions

Listed below are summaries of land use and other development-related assumptions used in this Fiscal Impact Analysis:

- **Land Use:** The Project is proposed to accommodate an industrial use, based on information provided by the Applicant. Commercial square feet are shown in **Table A-3** in **Appendix A.**
- **Estimated Service Population:** Employment estimates for the Project are based on assumed employment densities for industrial land use. Based on firm experience analyzing industrial employment in other projects, EPS estimated that the Project would have an overall employment density of 1 employee per 800 square feet, under a manufacturing focused scenario, and 1 employee per 2,200 square feet under a distribution focused scenario. The actual employee density at buildout will likely fall somewhere between these two densities.

  In estimating certain annual revenues and expenditures (service demands) related to the Project, EPS developed a "persons-served" population estimate to approximate the impacts of an employee on City revenues and costs relative to a resident. Based on industry standards, EPS applied a service demand factor of 0.50 to the Project's projected employee population to derive the associated persons-served population. **Table A-3** in **Appendix A** shows the estimated employees and persons served generated by the Project's two use scenarios.

- **Assessed Value:** The Fiscal Impact Analysis relies on the Project's estimated assessed value to calculate property tax revenue to the City's General Fund. The Project's secured assessed value is based on the estimated value of Project site improvements and vertical construction of the Project (excluding soft costs and financing costs but including contingency). Additional unsecured assessed value for business personal property is assumed at 10 percent of the secured assessed value. EPS excludes the existing assessed value of the land on which the Project is being built, which is currently vacant. The assessed values for Project land uses are assumed to remain static—real growth in assessed value is not estimated in this analysis. The estimated assessed values are presented in **Table A-4** in **Appendix A**.
- **Vacancy Rates:** Estimates for employee population and for tax-generating commercial square footage incorporate an assumed vacancy factor. This factor reflects the vacancy rate reported for the City by CoStar. The vacancy rate is detailed in **Table A-4** in **Appendix A**.

General Fund Assumptions

This Fiscal Impact Analysis only considers discretionary General Fund revenues that will be generated by the Project. The analysis also accounts for offsetting revenues. Offsetting revenues are General Fund revenues dedicated to offsetting the costs of specific General Fund department functions and are excluded from this Fiscal Impact Analysis for both revenue and cost estimates. Offsetting revenues are indicated in **Table A-5** and **Table A-12** in **Appendix A**. These revenues include fees charged to new development that offset costs to the Planning Development related to processing those development projects; law enforcement fees charged to the Police Department; engineering fees charged to the Public Works Department; fees charged for park rentals that offset costs to the Recreation Department; and city administration fees charged that offset costs to the City Manager's Office.

Revenue-Estimating Methodology

EPS uses either an average-revenue approach or a marginal-revenue case-study approach to estimate Project-related General Fund and public safety revenues:

- The **average-revenue approach** uses the City's FY 2024-25 budgeted revenue amounts on a citywide per capita, per employee, or per-persons-served basis to forecast revenues derived from estimated Project persons served.
- The **marginal-revenue case-study approach** simulates actual revenue generation resulting from new development. The case-study approach for estimating sales tax revenues, for instance, forecasts taxable spending by the Project's new residents and employees, as well as from retail uses and any on-site business-to-business transactions. Case studies used in this Fiscal Impact Analysis are discussed in greater detail later in this section.

Revenue sources not expected to increase as a result of the Project are excluded from this Fiscal Impact Analysis. These sources of revenue are not affected by the Project because they are either one-time revenue sources not guaranteed to be available in the future or there is no direct relation between the Project's development and the revenue source. These excluded sources are indicated in **Table A-5**.

A listing of all City General Fund revenue sources and the corresponding estimating procedure used to forecast future Project revenues is shown in **Table A-5** in **Appendix A**. A summary of estimated annual General Fund revenues generated by the Project is provided in **Table A-6**. As shown, the Project is estimated to generate $1.3 million to $2.1 million in annual General Fund revenue at buildout. Property tax in-lieu of vehicle license fees, estimated at approximately $619,000 annually, is the largest source of Project-generated revenue. Property tax revenue, estimated at approximately $587,000, is the second-largest revenue source, followed by sales tax revenue, with an estimated range from $24,000 for distribution to $733,000 for manufacturing.

Average Revenue Categories

An average per employee revenue multiplier was used to estimate business licenses and business license tax revenue generated by the Project. An average per persons-served multiplier was used to estimate franchise tax and transient occupancy tax revenue. These revenue multipliers are calculated in **Table A-5** and the Project's impact on these revenue sources is shown in **Table A-6**.

Marginal-Revenue Categories

Property Tax

Estimated annual net property tax revenue resulting from development in the Project is presented in **Table A-7** in **Appendix A**. The property taxes the City will receive are derived from the estimated property value of the Project, shown in **Table A-15** in **Appendix A**, and the City General Fund's post-Educational Revenue Augmentation Fund (ERAF) share of the one percent ad valorem property tax rate, shown in **Table A-14**. The total assessed value represents the Project's estimated value based on the cost of the Project improvements, minus the current assessed value of the Project site. The entire Project is assumed to be subject to property tax. In this analysis, the estimated property values are allocated to the tax rate area. The estimated assessed value for Project is assumed to remain static; real growth is not estimated.

Property Tax In Lieu of Vehicle License Fee

The Fiscal Analysis uses a formula provided by the State Controller's Office to forecast Property Tax in Lieu of Vehicle License Fees (PTIL VLF). PTIL VLF is calculated by taking the percentage increase over the City's current overall assessed value (as reported by the Contra Costa County Auditor-Controller for fiscal year 2024-2025) that would result from the addition of the Project's assessed value and applying that percentage increase to the City's current State allocation of PTIL VLF revenue (as shown in the City's FY 2024-25 budget). This calculation of PTIL VLF based on the Project's estimated assessed values is shown in **Table A-7** in **Appendix A**.

Real Property Transfer Tax

Real property transfer tax is levied at the time of property sale at a rate of $0.55 per $1,000 of property value. Estimated annual real property transfer tax generated by the Project is based on the assumptions that the property will turnover approximately every 20 years, based on industry standard. Real property transfer tax revenue projections are identified in **Table A-8** in **Appendix A**.

Sales Tax

Sales tax revenue is based on estimated taxable sales and the local sales taxes levied in the City, as summarized in **Table A-9** in **Appendix A**. There are two sales taxes levied in Oakley: the Bradley Burns Local Sales tax (1 percent of taxable sales); and the City's Measure J local sales tax (0.5 percent of taxable sales). Both sources go towards the General Fund. EPS uses two methodologies to account for taxable sales generated by the

Project –sales generated by new workers, and sales generated by industrial business-to-business transactions, as follows:

Annual Taxable Sales from New Employees

The sales tax analysis also accounts for taxable retail expenditures made by the new workers of the Project's industrial tenants. Based on estimates from various surveys of worker spending during the workday, the on-site employees are estimated to spend $10 in taxable sales per workday on average over 240 annual workdays.

The analysis estimates the City will capture approximately 50 percent of taxable expenditures from the Project-based workers, accounting for spending outside the City. The analysis assumes that no workers' taxable spending would occur within the Project because there are no retail uses associated with the Project. Total sales revenues generated for the City by the Project's new workers and corresponding calculations are shown in **Table A-9A** in **Appendix A**.

Annual Taxable Sales from Industrial Use (Point of Sale Activity)

EPS also estimated annual sales tax revenue from the point-of-sale transactions of taxable goods and services at the Project itself. The analysis assumes that only manufacturing uses, but not warehouse or e-commerce uses, would generate point-of-sale activity. EPS used an estimated annual taxable sales-per-square-foot assumption of $15 per square foot of occupied industrial space, based on research and previous analysis of industrial developments. The estimated annual business-to-business taxable sales from Project development at buildout are shown in **Table A-9B**.

Transient Occupancy Tax Generated Off-Site

While the Project does not include an on-site hotel component, the future business activities on-site will likely attract business-related travel to the area. To develop an order-of-magnitude estimate of future business travel related to ongoing operations on-site at buildout, EPS estimated the ratio of business-traveler roomnights to jobs in the larger subregion stretching from Bay Point to Brentwood. The analysis focuses on midscale to upper-midscale class hotels since business travelers typically frequent hotels in this range and the existing and proposed hotels in Oakley near the Project fall into this range. Assuming that half the customer base for roomnights in this hotel range are business travelers, each job in the sub-region translates to 0.77 annual roomnights at midscale to upper-midscale hotel properties. The estimate assumes Oakley hotels will capture 50 percent of the additional roomnight demand. The estimated annual TOT off-site elsewhere in Oakley generated by business travel spurred by the Project development at buildout is shown in **Table 10**.

Business License Tax

Business license tax is calculated based on $10 per employee and $100 per business. As shown in **Table 11**, the higher number of employees in the manufacturing scenario results in higher estimated business license tax. For both scenarios, it is assumed the average

square footage per business is 100,000 square feet, resulting in an estimated 31 businesses.

Expenditure-Estimating Methodology

This Fiscal Impact Analysis shows estimates of General Fund expenditures associated with serving the Project. Expenditures that are expected to be affected by the Project are forecasted using an average-cost approach, which uses the City's FY 2024-25 budgeted expenditures on a citywide per person-served basis to forecast expenditures required to serve new service population generated by the Project.

A listing of all City General Fund expenditures and the corresponding estimating procedure used to forecast future Project expenditures is shown in **Table A-12** in **Appendix A**. An adjustment factor is applied to the average-cost multipliers for all expenditure categories to reflect the percentage of departmental expenditures that are variable and likely to increase based on new development of singular projects, recognizing that some departmental costs are fixed and less impacted by service population growth. These factors are based on EPS's experience working in other cities. The adjustment factor for Animal Control, City Council, City Clerk, City Attorney, City Manager, Finance, Human Resources, Facilities Maintenance, Information Technology, and Recreation expenditures is 50 percent of costs; while factor for Economic Development, Building, Planning, Code Enforcement, Police, and Public Works is 75%.

A summary of estimated annual General Fund expenditures required to serve the Project at buildout is provided in **Table A-13** in **Appendix A**. As shown, the Project is estimated to result in about $251,000 to $690,000 in annual General Fund costs at buildout. Police is the largest General Fund expenditure category, with estimated annual expenditures of approximately $158,000 to $434,000.

Temporary Tax Generation from Construction Employees

The construction-related employment is estimated to generate additional temporary City tax revenues, separate from the ongoing annual tax generation at buildout discussed above. Temporary tax revenues during construction include daytime taxable spending by workers, transient occupancy tax from a portion of construction workers that stay in lodging, and evening taxable spending from those staying in lodging. (Sales taxes include the Bradley Burns local option 1.0 percent plus 0.50 percent for Measure J.) The total estimated worker tax generation over the duration of the construction period is summarized below.[2]

- Local option sales tax from construction worker daytime spending: $48,000
- Transient occupancy tax from construction workers in lodging: $143,000
- Local option sales tax from evening spending by workers in lodging: $5,000
- **Total temporary tax revenue from construction workers: $196,000**

Over a 10-year buildout, annual revenues from construction worker spending would be about $20,000 per year; over a 5-year buildout, annual revenues would be about $39,000 per year.

[2] Assumptions include: 2,.654 annual construction jobs; 240 days of employment per year; average daytime taxable spending of $10; 5% of workers in lodging; $90 average daily room rate per person including some doubling up and short-term rentals; $20 evening taxable spending for overnights; 50% capture of stays and spending in Oakley.

Economic Impact Analysis

Economic impacts include ongoing annual impacts from the operation of the planned development in Bridgehead PUD (modeled at buildout) and the one-time impacts from construction of the Project. The ongoing and one-time economic impacts are presented separately.

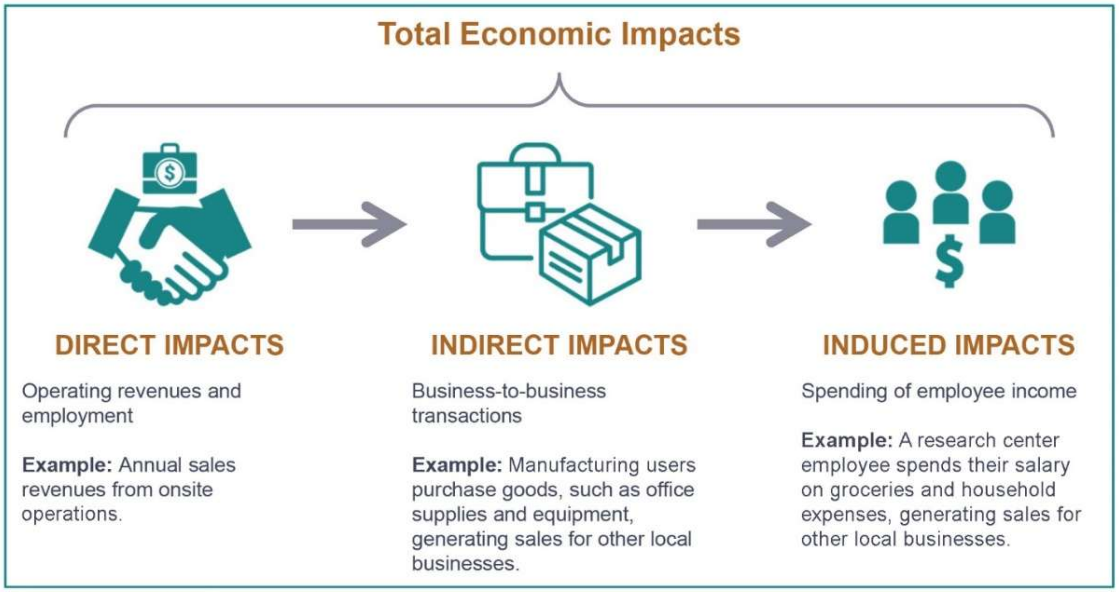
The direct activity occurring within the Project (both the ongoing activity after completion and one-time construction activity) will generate additional economic activity throughout the local economy, resulting in the multiplier effects described below.

Overview of Economic Multiplier Effects

The direct economic activity in Bridgehead PUD will generate additional indirect economic effects in the surrounding region through business-to-business activities. In addition, on-site employees will generate induced economic activity in the surrounding region through daytime spending. For this study, the larger region analyzed for economic multiplier effects is Contra Costa County.

Figure 4 summarizes the definition of direct, indirect, and induced economic multiplier effects.

Figure 4 Economic Multiplier Effects



Source: Economic & Planning Systems, Inc.

EPS relies on Implan Economic Input-Output software to calculate economic multiplier effects. Implan is a nationally recognized leader in economic impact modeling.

Economic Impact Methodology and Assumptions

This section details the underlying methodology and assumptions used to estimate the economic impacts. Assumptions for development density and resulting square footage are the same as those described above for the fiscal impact analysis. However, while the fiscal impacts provided a range, representing manufacturing at one end and distribution at the other, the economic impacts are presented as a blend of both end uses, with employee density equating to one worker per 1,500 square feet.

Ongoing economic impacts from operations at buildout are estimated assuming a variety of industrial space-using sectors will occupy space in Bridgehead PUD. Due to the speculative nature of future occupants, each included sector has been assigned an equal weighting. Sectors included in the estimate of ongoing economic impacts include:

- Warehousing and Storage
- Truck Transportation
- Wholesale – Other Durable Goods
- Miscellaneous Manufacturing
- Data Processing, Hosting, and Related
- Miscellaneous Professional, Scientific, and Technical

Estimated construction cost assumptions used to calculate the one-time economic impacts from the construction phase include:

- Site Development and Infrastructure Costs of $27.9 million
- Vertical Construction Costs of $651 million

Economic multiplier effects from site development and infrastructure spending are derived based on the Implan sector "Construction of New Highways and Streets," which corresponds to the activities and inputs for land development. Multiplier effects for vertical construction are based on aggregated Implan sectors for both manufacturing and commercial structures: "Construction of New Manufacturing Structures" and "Construction of New Commercial Structures," with equal weighting given to each sector.

Detailed economic impact assumptions and calculations are located in **Appendix B**.

Appendix A

Fiscal Impact Analysis

Table A-1	General Assumptions
Table A-2	Proposed Land Use Development Plan
Table A-3	Estimated Service Population
Table A-4	Land Use Assumptions
Table A-5	Revenue-Estimating Procedures Based on City of Oakley FY 2024-25 Adopted Budget (2025$)
Table A-6	Estimated Annual Project Revenues at Buildout (2025$)
Table A-7	Estimated Property Tax Revenues (2025$)
Table A-8	Real Property Transfer Tax at Buildout (2025$)
Table A-9	Estimated Taxable Sales and Use Tax Revenue (2025$)
Table A-9A	Estimated Annual Taxable Sales, Hybrid Market Support Method (2025$)
Table A-9B	Estimated Annual Taxable Sales Generated from On-site Industrial Use (2025$)
Table A-10	Estimated Transient Occupancy Tax at Buildout (2025$)
Table A-11	Business License Tax (2025$)
Table A-12	Expenditure-Estimating Procedures Based on City of Oakley FY 2024-25 Adopted Budget (2025$)
Table A-13	Estimated Annual Project Expenditures at Buildout (2025$)
Table A-14	Preliminary Property Tax Allocations
Table A-15	Estimated Assessed Valuation at Buildout (2025$)

Table 1
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Revenue and Expenditure Summary Comparison (2025$)

	At Project Buildout			
	Manufacturing Focused		*Distribution Focused*	
General Fund Item	Amount	Percent	Amount	Percent
Annual Revenues [1]				
Property Tax	$586,800	27.6%	$586,800	44.7%
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City Manager	$500	0.1%	$200	0.1%
Finance	$21,500	3.1%	$7,800	3.1%
Human Resources	$4,100	0.6%	$1,500	0.6%
Facilities Maintenance	$16,100	2.3%	$5,900	2.4%
Information Technology	$0	0.0%	$0	0.0%
Economic Development	$8,400	1.2%	$3,000	1.2%
Building	$700	0.1%	$200	0.1%
Planning	$24,000	3.5%	$8,700	3.5%
Code Enforcement	$19,000	2.8%	$6,900	2.8%
Police	$433,500	62.9%	$157,600	62.9%
Public Works	$120,900	17.5%	$43,900	17.5%
Recreation	$20,400	3.0%	$7,400	3.0%
Total General Fund Expenditures	**$689,600**	**100.0%**	**$250,600**	**100.0%**
Annual General Fund Surplus/(Deficit)	**$1,437,800**		**$1,062,800**	

Source: City of Oakley FY 2024-25 Adopted Budget; EPS.

Note: Values are rounded to the nearest $100.

[1] See Table A-5 for details on revenue estimating procedures.
[2] See Table A-12 for details on expenditure estimating procedures.

Table A-1
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
General Assumptions

Item	Assumption
General Assumptions	
Base Fiscal Year [1]	FY 2024-25
General Demographic Characteristics	
City of Oakley	
Population [2]	45,736
Employees	5,748
City of Oakley Persons Served [3]	**48,610**
Business-Oriented Persons Served [4]	**28,616**

Source: U.S. Census Longitudinal Employer-Household Dynamics (LEHD); California Department of Finance (DOF); JobsEQ; EPS.

[1] Reflects the City of Oakley Fiscal Year 2024-25 Adopted Budget. Revenues and expenditures are in 2024 dollars. This analysis does not reflect changes in value resulting from inflation or appreciation.
[2] DOF Table 2: E-5 City of Oakley population estimate as of 1/1/2024.
[3] Service population (Persons Served) counts Oakley residents at 100% and employees working within the City at 50%, to account for the lower level of service needs for daytime/employee populations and their associated customers/clients.
[4] Business-oriented persons served multiplier based on 50% of residents and 100% of employees to reflect stonger impact from local employment and more moderate impact from local residents on changes in revenue generation from general business activity in the City.

Table A-2
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Proposed Land Use Development Plan

Land Use	Buildout		
	Acreage	Average Density	Bldg Sq. Ft.
Bridgehead Industrial PUD		*FAR*	
Industrial	164.00	0.43	3,100,000

Source: JB2; EPS.

Table A-3
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Service Population

Land Use	Buildout: Occupied Building Square Feet [1]	Buildout: Service Population [1] *Manufacturing Focused*	Buildout: Service Population [1] *Distribution Focused*
Bridgehead Industrial PUD	*Occupied Bldg Sq. Ft.*	*Employees*	*Employees*
Industrial	2,963,600	3,705	1,347
		(800 emp/sq ft)	*(2,200 emp/sq ft)*
Persons Served [2]		**1,852**	**674**

Source: Campus Land Use Plan Northeast Quadrant Specific Plan (NEQSP), dated May 15, 2024; EPS.

[1] Based on vacancy rate and employment density assumptions in Table A-4.
[2] On-site employees are counted at 50% for determination of service population.

Table A-4
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Land Use Assumptions

Land Use	Assessed Value (Rounded) [1]	Annual Turnover Rate [2]	Employee Density (SF/Emp)		Vacancy Rate [3]
			Manufacturing Focused	*Distribution Focused*	
Nonresidential	*Per Sq. Ft.*				
Secured	$210				
Unsecured	$40				
Total	$250	5.0%	800	2,200	4.4%

Source: California Department of Finance; U.S. Census Bureau, 2022 American Community Survey 1-Year Estimates; U.S. Bureau of Labor Statistics; CoStar; Saylor; EPS.

[1] Assumptions reflect both secured and
[2] Annual Turnover Rate based on assumption that industrial properties turnover once in every 20 years.
[3] Estimated nonresidential vacancy rates based on 2025 data obtained from CoStar for the Antioch/Pittsburgh submarket.

Table A-5
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Revenue-Estimating Procedures Based on City of Oakley FY 2024-25 Adopted Budget (2025$)

Item	Estimating Procedure	Case Study Reference	FY 2024-25 Budgeted Revenues	Existing Service Population	Current Revenue Multiplier
General Fund Revenues					
Property Tax	Case Study	Table A-7	$5,270,000	NA	-
Property Tax in Lieu of VLF	Case Study	Table A-7	$5,245,000	NA	-
Sales Taxes	Case Study	Table A-9	$3,050,000	NA	-
Franchise Tax	Persons Served Multiplier	-	$2,688,634	48,610	$55.31
Transient Occupancy Taxes	Case Study	Table A-10	$250,000	NA	-
Motor Vehicle In Lieu Tax	Persons Served Multiplier	-	$46,000	48,610	$0.95
Property Transfer Taxes		Table A-10	$150,000	NA	-
Traffic Fines	Persons Served Multiplier	-	$75,000	48,610	$1.54
Interfund Charges for Services	[2]	-	$12,365,142	NA	-
Developer Fees	[2]	-	$1,549,200	NA	-
Intergovernmental Revenues	[2]	-	$330,384	NA	-
Business Licenses	Case Study	-	$125,000	28,616	$4.37
Other Revenue	[1]	-	$592,590	NA	-
Other Financing Sources	[1]	-	$400,000	NA	-
Subtotal General Fund Revenues			**$32,136,950**		**$62.17**
Less Offsetting Revenues	[3]		$14,837,316		
Net General Fund Operating Revenues			**$17,299,634**		

Source: City of Oakley FY 2024-25 Adopted Budget; EPS.

[1] This revenues source is not expected to be affected by the Project and therefore no revenue multipliers are estimated in this analysis.
[2] This analysis assumes that all or part of these revenues are fully dedicated to specific General Fund departmental costs (offsetting revenues). Because these revenues are budget-neutral and are not discretionary, they are not included in estimating discretionary Project revenues.
[3] Represents the sum of offsetting revenues dedicated to General Fund department functions. These revenues are budget neutral and are netted from both total revenues and total costs (shown in Table C-1). Amounts exclude one-time grant revenues.

Table A-6
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Annual Project Revenues at Buildout (2025$)

Item	Estimating Procedure	Source	Annual Project Revenues at Buildout (rounded)			
			Manufacturing Focused		*Distribution Focused*	
			Amount	Percent	Amount	Percent
Annual General Fund Revenues						
Property Tax	Case Study	Table A-7	$586,800	27.6%	$586,800	44.7%
Property Tax in Lieu of VLF	Case Study	Table A-7	$618,600	29.1%	$618,600	47.1%
Property Transfer Taxes	Case Study	Table A-8	$21,300	1.0%	$21,300	1.6%
Sales Taxes	Case Study	Table A-9	$733,491	34.5%	$24,248	1.8%
Franchise Tax	Persons Served Multiplier	Table A-5	$102,400	4.8%	$37,300	2.8%
Transient Occupancy Taxes	Case Study	Table A-10	$20,000	0.9%	$7,000	0.5%
Motor Vehicle In Lieu Tax	Persons Served Multiplier	Table A-5	$1,800	0.1%	$600	0.0%
Traffic Fines	Persons Served Multiplier	Table A-5	$2,900	0.1%	$1,000	0.1%
Business Licenses	Case Study	Table A-11	$40,100	1.9%	$16,600	1.3%
Annual General Fund Revenues			**$2,127,400**	**100.0%**	**$1,313,400**	**100.0%**

Source: City of Oakley FY 2024-25 Adopted Budget; EPS.

Note: Values are rounded to the nearest $100.

Table A-7
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Property Tax Revenues (2025$)

Item	Assumptions	Formula	Project Buildout
1% Property Tax			
Total Secured Assessed Value of Project [1]	$775,000,000	*a*	$775,000,000
Total Unsecured Assessed Value @ 10% of Secured AV	10.00%	*b = a * 10%*	$77,500,000
Total Estimated Assessed Value		*c = a + b*	$852,500,000
Property Tax Revenue (1% of Assessed Value)	1.00%	*d = a * 1.00%*	$8,525,000
Estimated Property Tax Allocation			
City of Oakley	6.88%	*e = d * 6.88%*	**$586,774**
Contra Costa County	12.66%	*f = d * 12.66%*	$1,079,216
Other Agencies	80.46%	*g = d * 80.46%*	$6,859,010
Property Tax In Lieu of Vehicle License Fee Revenue (VLF)			
Total Citywide Assessed Value [2]		*h*	$7,228,081,187
Total Assessed Value of Project		*i = c*	$852,500,000
Total Assessed Value		*j = h + i*	$8,080,581,187
Percentage Change in AV		*k = i / h*	11.79%
Property Tax In Lieu of VLF [3]	$5,245,000	*l = k * $5,245,000*	**$618,610**

Source: Contra Costa County Auditor-Controller; City of Oakley FY 2024-25 Adopted Budget; EPS.

[1] For assumptions and calculation of assessed value, refer to Table A-15.
[2] Year 2024-25 Contra Costa County Assessment Roll Values for City of Oakley. Includes citywide secured, unsecured, and homeowner exemption.
[3] Property tax in lieu of VLF amount derived from the City of Oakley FY 2024-25 Adopted Budget. See Table A-5.

Table A-8
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Real Property Transfer Tax at Buildout (2025$)

Description	Source/ Assumption	Project Buildout
Assumptions		
Rate per $1,000 of AV [1]	$0.55	
Turnover Rate		
Nonresidential Sq. Ft.	5.0%	
Assessed Value [2]		
Industrial - Secured		$775,000,000
Total Secured Assessed Value		**$775,000,000**
Annual Transfer Tax Revenue		
Industrial - Secured		$21,313
Total Annual Transfer Tax Revenue		**$21,313**

Source: City of Oakley; EPS.

[1] Based on California Revenue and Taxation Code, §§ 11911-11929, which authorizes cities and counties to levy a real estate transfer tax at a rate of $0.55 per $1,000 value.
[2] Assessed Values (AV) derived in Table A-15 note that assessed values are based on 24/25 valuation and include no real AV growth.

Table A-9
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Taxable Sales and Use Tax Revenue (2025$)

Item	Assumptions	Formula	Project Buildout: *Manufacturing Focused*	Project Buildout: *Distribution Focused*
Estimated Annual Taxable Sales (Rounded)				
Annual Taxable Sales from New Market Support	**Table A-9A**		$4,445,400	$1,616,509
Annual Taxable Sales from Onsite Industrial Use	**Table A-9B**		$44,454,000	$0
Total Annual Taxable Sales		*a*	**$48,899,400**	**$1,616,509**
Annual Sales Tax Revenue				
Bradley Burns Local Sales Tax Rate	1.0000%	*b = 1.0000% * a*	$488,994	$16,165
Measure J Sales Tax Rate [1]	0.5000%	*c = 0.5000% * a*	$244,497	$8,083
Total Sales Tax Revenue		***d = b + c***	**$733,491**	**$24,248**

Source: City of Oakley; EPS.

[1] Measure J, approved in 2004, levies an additonal half-cent sales tax to support transportation related purposes.

Table A-9A
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Annual Taxable Sales, Hybrid Market Support Method (2025$)

Item Description	Source/ Assumption	Project Buildout	
		Manufacturing Focused	*Distribution Focused*
Annual Taxable Sales from New Employees	*Table A-3*		
New Employees		3,705	1,347
Average Daily Taxable Sales per New Employee	*$10*		
Work Days per Year	*240*		
Estimated Retail Capture in City of Oakley	*50%*		
Total City Taxable Sales from New Employees		**$4,445,400**	**$1,616,509**
Total Annual City Taxable Sales from Market Support		**$4,445,400**	**$1,616,509**
Taxable City Sales inside Project Area [1]	*0%*	$0	$0
Taxable City Sales outside Project Area [1]	*100%*	$4,445,400	$1,616,509

Source: BLS; Consumer Expenditure Survey; and EPS.

Table A-9B
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Annual Taxable Sales Generated from On-site Industrial Use (2025$)

On-Site Industrial Development	Formula	Project Buildout: *Manufacturing Focused*	Project Buildout: *Distribution Focused*
Occupied Building Sq. Ft. [1]	*a*	2,963,600	2,963,600
Average Taxable Sales per Sq. Ft. [2]	*b*	$15.00	$0.00
Annual Taxable Sales from On-Site Industrial Dev.	*c = a * b*	**$44,454,000**	**$0**

Source: EPS.

[1] Assumed vacancy rate for industrial use is detailed in Table A-3.

[2] A taxable sales per square foot assumption representing taxable industrial sales activity, based on research of similar industrial development. This assumptions take into account use tax, which is paid to the State by in-state businesses on purchases made from out-of-state businesses. The average sales per sq ft assumes limited taxable sales from most users and higher volumes from a small share. Distribution users not anticipated to generate sales/use tax.

Table A-10
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Transient Occupancy Tax at Buildout (2025$)

Category	Formula	Per Job Roomnight Multiplier	Project Buildout *Manufacturing Focused*	Project Buildout *Distribution Focused*
5-City Submarket Business Travel Sector Roomnight Demand [1]				
Jobs EQ Five Cities Employment	*a*	67,841		
Five Cities - Midscale to Upper Midscale Hotels				
Hotel Rooms	*b*	478		
Occupancy	*c*	60%		
Average Daily Rate	*d*	$141		
Total Annual Midscale to Upper Midscale Occupied Roomnights	*e = b * c * d*	104,682		
Assumed Share of Roomnight Demand From Business Travelers	*f*	50%		
Annual Midscale to Upper Midscale Business Sector Roomnights	*g = e * f*	52,341		
Ratio of Annual Business Roomnight Demand to Local Employment	*h = g / a*	0.77152		
Estimated Project-Generated Midscale to Upper Midscale Roomnights				
Onsite Employment Estimate	*i*		3,705	1,347
Roomnight Demand from Onsite Employment	*j = I * h*		2,858	1,039
Assumed Oakley Capture of Project Roomnight Demand	*k*		50%	50%
Estimated Annual Roomnights Captured in Oakley	*l = j * k*		1,429	520
Average Nightly Roomnight Demand	*m = l / 365*		3.9	1.4
Annual Room Revenue in Oakley due to Project	*n = l * d*		$201,497	$73,272
Annual Project Generated TOT at Buildout (rounded)	*o = n * 10%*		**$20,000**	**$7,000**

Source: JobsEQ; Costar; EPS.

[1] The larger subregion, consisting of Bay Point, Pittsburg, Antioch, Oakley, and Brentwood, was used for hotel performance metrics and calculation of the ratio of local employment to business-driven roomnight demand.

Table A-11
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Business License Tax at Buildout (2025$)

Category	Project Buildout	
	Manufacturing Focused	*Distribution Focused*
Total Industrial Square Footage	3,100,000	3,100,000
Estimated Average Sq Ft per Business	100,000	100,000
Estimated Number of Businesses	31	31
Business License Tax Per Business	$100	$100
Per Business License Tax	**$3,100**	**$3,100**
Number of Employees	3,705	1,347
Business License Tax Per Employee	$10	$10
Per Employee License Tax	**$37,045**	**$13,471**
Total Annual Estimated Business License Tax	**$40,145**	**$16,571**

Source: City of Oakley; EPS.

Table A-12
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Expenditure-Estimating Procedures Based on City of Oakley FY 2024-25 Adopted Budget (2025$)

Item	Estimating Procedure	FY 2024-25 Subtotal Expenditures	Less Offsetting Revenue [1]	FY 2024-25 Net City Expenditures	Population or Persons Served	Net Expenditure Multiplier	Adjustment Factor [2]	Adjusted Expenditure Multiplier
General Fund Expenditures								
Animal Control	Persons Served Multiplier	$491,325	-	$491,325	48,610	$10.11	50%	$5.05
City Council	Persons Served Multiplier	$98,537	-	$98,537	48,610	$2.03	50%	$1.01
City Clerk	Persons Served Multiplier	$513,657	-	$513,657	48,610	$10.57	50%	$5.28
City Attorney	Persons Served Multiplier	$460,521	-	$460,521	48,610	$9.47	50%	$4.74
City Manager	Persons Served Multiplier	$1,007,656	$983,284	$24,372	48,610	$0.50	50%	$0.25
Finance	Persons Served Multiplier	$1,130,932	-	$1,130,932	48,610	$23.27	50%	$11.63
Human Resources	Persons Served Multiplier	$215,214	-	$215,214	48,610	$4.43	50%	$2.21
Facilities Maintenance	Persons Served Multiplier	$845,818	-	$845,818	48,610	$17.40	50%	$8.70
Information Technology	Persons Served Multiplier	-	-	-	48,610	$0.00	50%	$0.00
Non-Departmental	[3]	$100	NA	NA	NA	NA	NA	NA
Economic Development	Persons Served Multiplier	$292,475	-	$292,475	48,610	$6.02	75%	$4.51
Building	Persons Served Multiplier	$1,086,131	$1,063,300	$22,831	48,610	$0.47	75%	$0.35
Planning	Persons Served Multiplier	$863,258	$23,500	$839,758	48,610	$17.28	75%	$12.96
Code Enforcement	Persons Served Multiplier	$663,922	-	$663,922	48,610	$13.66	75%	$10.24
Police	Persons Served Multiplier	$15,309,796	$140,050	$15,169,746	48,610	$312.07	75%	$234.05
Public Works	Persons Served Multiplier	$4,253,299	$24,400	$4,228,899	48,610	$87.00	75%	$65.25
Recreation	Persons Served Multiplier	$1,244,067	$237,640	$1,006,427	45,736	$22.01	50%	$11.00
Land Purchases	[3]	-	-	-	NA	NA	NA	NA
Totals		**$28,476,708**	**$2,472,174**	**$26,004,434**		Persons Served Multiplier:		**$361.20**
Transfers Out		$6,288,200		$6,288,200				
Total Annual General Fund Expenditures		**$34,764,908**	**$2,472,174**	**$32,292,634**				

Source: City of Oakley FY 2024-25 Adopted Budget; EPS.

[1] Represents departmental revenues identified for specific General Fund department functions in the City's fiscal budget. Non-departmental offsets allocated to related departments.
[2] Adjustment factor recognizes some department costs are fixed.
[3] Not expected to be affected by the Project and is not evaluated in this analysis.

Table A-13
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Annual Project Expenditures at Buildout (2025$)

Expenditures	Estimating Procedure	Source	Annual Cost at Buildout (rounded)			
			Manufacturing Focused		*Distribution Focused*	
			Amount	Percent	Amount	Percent
General Fund						
City Council	Persons Served Multiplier	Table A-12	$1,900	0.3%	$700	0.3%
City Clerk	Persons Served Multiplier	Table A-12	$9,800	1.4%	$3,600	1.4%
City Attorney	Persons Served Multiplier	Table A-12	$8,800	1.3%	$3,200	1.3%
City Manager	Persons Served Multiplier	Table A-12	$500	0.1%	$200	0.1%
Finance	Persons Served Multiplier	Table A-12	$21,500	3.1%	$7,800	3.1%
Human Resources	Persons Served Multiplier	Table A-12	$4,100	0.6%	$1,500	0.6%
Facilities Maintenance	Persons Served Multiplier	Table A-12	$16,100	2.3%	$5,900	2.4%
Information Technology	Persons Served Multiplier	Table A-12	$0	0.0%	$0	0.0%
Economic Development	Persons Served Multiplier	Table A-12	$8,400	1.2%	$3,000	1.2%
Building	Persons Served Multiplier	Table A-12	$700	0.1%	$200	0.1%
Planning	Persons Served Multiplier	Table A-12	$24,000	3.5%	$8,700	3.5%
Code Enforcement	Persons Served Multiplier	Table A-12	$19,000	2.8%	$6,900	2.8%
Police	Persons Served Multiplier	Table A-12	$433,500	62.9%	$157,600	62.9%
Public Works	Persons Served Multiplier	Table A-12	$120,900	17.5%	$43,900	17.5%
Recreation	Persons Served Multiplier	Table A-12	$20,400	3.0%	$7,400	3.0%
Annual General Fund Expenditures			**$689,600**	**100.0%**	**$250,600**	**100.0%**

Source: City of Oakley FY 2024-25 Adopted Budget; EPS.

Note: Values are rounded to the nearest $100.

Table A-14
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Property Tax Allocations

	Post-ERAF Shift Allocation for TRA 19091
COUNTY GENERAL	0.1265943
CITY OF OAKLEY	0.0688298
COUNTY LIBRARY	0.0195254
CONTRA COSTA FIRE	0.1455376
C C FLOOD CONTROL	0.0022912
CO WATER AGENCY	0.0004669
CC RES CONSV	0.0002118
CO CO MOSQUITO ABA	0.0020807
CONTRA COSTA WATER	0.0062047
BART	0.0082621
BAY AREA AIR MGMNT	0.0024083
EAST BAY REGNL PK	0.0392817
OAKLEY POLICE SVC	0.0120574
OAKLEY RDA PROJ 2	0.0000000
CO SUPT SCHOOLS	0.0236705
K-12 SCHOOLS ERAF	0.1217966
ANTIOCH UNIFIED	0.3424725
CO CO COMM COLLEGE	0.0601732
COMM COLLEGE ERAF	0.0181353
Total	**1.0000000**

Source: Contra Costa County Auditor-Controller; EPS.

[1] Represents the percentage allocation of the 1% ad valorem property

Table A-15
Bridgehead Industrial PUD - Oakley
Fiscal Impact Analysis
Estimated Assessed Valuation at Buildout (2025$)

Item	Assessed Value per Unit/Bldg Sq. Ft.	Buildout Development	Total Assessed Value [1]
Bridgehead Industrial PUD	*Per Sq. Ft.*	*Bldg Sq. Ft.*	
Industrial	$250	3,100,000	$775,000,000
Total Assessed Value			**$775,000,000**

Source: EPS.

[1] Note that assessed values (AV)s are expressed in 2025$ and include no real AV growth.

Appendix B

Economic Impact Analysis

Table B-1 Ongoing Operations Economic Multiplier Calculations

Table B-2 Ongoing Annual Economic Impact Multipliers

Table B-3 One-Time Construction Economic Multiplier Calculations

Table B-4 One-Time Construction Economic Impact Multipliers

Appendix Table B-1
Bridgehead Economic Impact Analysis
Ongoing Operations Economic Multiplier Caclulations

Impact Category	Multiplier Impacts			
	Direct	Indirect	Induced	Annual Total
Activity/Input [1]				
Ongoing Employment at Buildout	*1,976 jobs*			
Contra Costa County Impacts				
Industry Output [2]	$602,962,138	$173,285,323	$120,427,079	**$896,674,540**
per Direct Employee	*$305,184*	*$87,707*	*$60,953*	*$453,844*
Employee Compensation [3]	$226,088,592	$72,858,093	$40,394,066	**$339,340,751**
Employee Compensation per Employee	*$114,430*	*$78,094*	*$68,612*	*$97,025*
Employment [4]	1,976	933	589	**3,497**
Multiplier (Rounded)	*1.00*	*0.47*	*0.30*	*1.77*

Source: Implan; EPS.

[1] For impact modeling purposes, Industrial Employment is assumed to be comprised of 16.667% Warehousing and Storage; 16.667% Truck Transportation; 16.667% Wholesale - Other Durable Goods; 16.667% Miscellaneous Manufacturing; 16.667% Data Processing, Hosting, and Related; 16.667% Misc. Professional, Scientific, Technical.
[2] Reflects business expenditures on goods and services retained in the local economy. Inclusive of employee compensation reported below.
[3] Includes worker wages, benefits, and proprietor's income.
[4] Reflects full-time and part-time workers.

Appendix Table B-2
Bridgehead Economic Impact Analysis
Ongoing Annual Economic Impact Multipliers

Activity/Sectors	Assumed Share	Input Type	Divisor	Direct Employ-ment	Direct Income	Direct Output	Indirect Employ-ment	Indirect Income	Indirect Output	Induced Employ-ment	Induced Income	Induced Output
Ongoing Operations												
Warehousing and Storage	16.7%	Industry Employment	Per 1,000	1,000	$83,820,293	$122,865,344	160.92	$12,807,205	$31,455,312	186.52	$12,808,479	$38,187,507
Truck Transportation	16.7%	Industry Employment	Per 1,000	1,000	$39,728,621	$167,799,168	637.48	$37,159,468	$96,387,632	154.55	$10,595,531	$31,587,321
Wholesale - Other Durable Goods	16.7%	Industry Employment	Per 1,000	1,000	$111,513,202	$392,066,806	831.48	$61,784,468	$134,070,352	336.10	$23,069,571	$68,778,704
Miscellaneous Manufacturing	16.7%	Industry Employment	Per 1,000	1,000	$203,080,074	$462,221,347	279.29	$31,033,320	$79,996,895	450.53	$30,936,606	$92,235,092
Data Processing, Hosting, and Related	16.7%	Industry Employment	Per 1,000	1,000	$117,857,255	$360,712,522	615.05	$51,442,003	$118,726,671	344.87	$23,647,033	$70,496,871
Misc. Professional, Scientific, Technical	16.7%	Industry Employment	Per 1,000	1,000	$130,583,304	$325,401,999	308.95	$27,027,998	$65,593,638	315.27	$21,610,928	$64,425,813
Ongoing Operations Consolidated Multipliers	**100.0%**	**Industry Employment**	**Per 1,000**	**1,000**	**$114,430,458**	**$305,177,864**	**472.20**	**$36,875,744**	**$87,705,084**	**297.97**	**$20,444,691**	**$60,951,885**

Source: Implan; EPS.

Appendix Table B-3
Bridgehead Economic Impact Analysis
One-Time Construction Economic Multiplier Caclulations

Impact Category	Multiplier Impacts			
	Direct	Indirect	Induced	Total
Activity/Input [1]				
Site Development and Infrastructure	$27,880,000			
Industrial Vertical Development	$651,000,000			
Total Development Cost	**$678,880,000**			
Contra Costa County Impacts				
Industry Output [2]				
Site Development and Infrastructure	$27,880,000	$4,950,087	$5,620,441	$38,450,528
Industrial Vertical Development	$651,000,000	$112,669,927	$116,446,896	$880,116,823
Total	**$678,880,000**	**$117,620,014**	**$122,067,337**	**$918,567,351**
Multiplier (Rounded)	*1.00*	*0.17*	*0.18*	*1.35*
Employee Compensation [3]				
Site Development and Infrastructure	$12,244,483	$1,591,997	$1,885,266	$15,721,746
Industrial Vertical Development	$248,644,564	$37,596,539	$39,059,925	$325,301,028
Total	**$260,889,047**	**$39,188,536**	**$40,945,191**	**$341,022,774**
Employee Compensation per Employee	*$98,313*	*$94,019*	*$68,559*	*$92,980*
Employment [4]				
Site Development and Infrastructure	121.28	16.45	27.60	165.33
Industrial Vertical Development	2,532.39	400.37	569.63	3,502.38
Total	**2,653.67**	**416.81**	**597.23**	**3,667.71**
Multiplier (Rounded)	*1.00*	*0.16*	*0.23*	*1.38*

Source: Implan; EPS.

[1] Development cost assumptions include site prep and infrastructure at $170,000/ac and vertical construction cost of $210/sf for 3.1M sq ft.
[2] Reflects business expenditures on goods and services retained in the local economy. Inclusive of employee compensation reported below.
[3] Includes worker wages, benefits, and proprietor's income.
[4] Reflects full-time and part-time workers.

Appendix Table B-4
Bridgehead Economic Impact Analysis
One-Time Construction Economic Impact Multipliers

Activity/Sectors	Input Type	Divisor	Direct Employ-ment	Direct Income	Direct Output	Indirect Employ-ment	Indirect Income	Indirect Output	Induced Employ-ment	Induced Income	Induced Output
Site Development and Infrastructure											
Construction of New Highways and Streets	Industry Output	Per $1,000,000	4.35	$439,185	$1,000,000	0.59	$57,102	$177,550	0.99	$67,621	$201,594
Industrial Vertical Development											
Construction of New Manufacturing Structures	Industry Output	Per $1,000,000	3.53	$350,740	$1,000,000	0.66	$62,233	$184,903	0.82	$56,352	$167,998
Construction of New Commercial Structures	Industry Output	Per $1,000,000	4.25	$413,145	$1,000,000	0.57	$53,271	$161,241	0.93	$63,648	$189,750
Aggregated Industrial Development Multpliers	**Industry Output**	**Per $1,000,000**	**3.89**	**$381,942**	**$1,000,000**	**0.62**	**$57,752**	**$173,072**	**0.88**	**$60,000**	**$178,874**

Source: Implan; EPS.

Green Jobs & Clean Communities
P.O. Box 79222
Corona, CA 92877

City of Oakley
Planning Division

MAR 3, 2026

RECEIVED

March 3, 2026

Ken Strelo
Community Development Director
City of Oakley

Re: Bridgehead Industrial Project, SCH No. 2024050471

Dear Mr. Strelo:

On behalf of the Golden State Environmental Justice Alliance ("GSEJA"), I am writing to you regarding the Bridgehead Industrial Project, SCH No. 2024050471 ("Project").

GSEJA is withdrawing its comment letter and opposition to the Project. The Project's developer has addressed GSEJA's concerns about environmental mitigation.

Golden State Environmental Justice Alliance

Joe Bourgeois
Executive Director

March 3, 2026

Advocates for the Environment

A non-profit public-interest law firm
and environmental advocacy organization



Ken Strelo
Community Development Director
City of Oakley
3231 Main Street
Oakley, CA 94561

Via email to strelo@ci.oakley.ca.us

re: Withdrawal of comment letter on the Bridgehead Industrial Project, SCH No. 2024050471

Dear City of Oakley:

On November 14, 2025, Advocates for the Environment submitted a CEQA comment letter regarding the proposed the Bridgehead Industrial Project, to be developed in the City of Oakley.

We have reached a settlement with the developer of that project, and withdraw the comments we submitted in our November 14,, 2025 letter. We no longer oppose the Bridgehead Industrial Project.

Sincerely,

Dean Wallraff, Attorney at Law
Executive Director, Advocates for the Environment

City of Oakley
Planning Division

MAR 3, 2026

RECEIVED

10211 Sunland Blvd., Shadow Hills, CA 91040. (818) 650-0030 X101 dw@aenv.org

PLANNING COMMISSION
RESOLUTION NO. 2-26

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKLEY RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION CERTIFYING THE BRIDGEHEAD INDUSTRIAL PROJECT ENVIRONMENTAL IMPACT REPORT (SCH. NO. 2024050471), MAKE CERTAIN FINDINGS CONCERNING MITIGATION MEASURES, ADOPT A MITIGATION MONITORING AND REPORTING PROGRAM, MAKE FINDINGS CONCERNING ALTERNATIVES, AND ADOPT A STATEMENT OF OVERRIDING CONSIDERATIONS

Section 1. Background

WHEREAS, the City of Oakley (the "City") prepared a Draft Environmental Impact Report (the "Draft EIR") for the Bridgehead Industrial Project, which involves the development of 10 light industrial buildings.

The approximately 164-acre project site, identified by Assessor's Parcel Numbers ("APNs") 037-020-007, 037-040-007, and -015, is bounded by Big Break Road to the east, Bridgehead Road to the west, and Main Street to the south in the City of Oakley, California. The Burlington Northern Santa Fe ("BNSF") railroad tracks bisect the project site, which is split into an approximately 87.6-acre North Development Area (APN 037-020-007) and an approximately 76.4-acre South Development Area (APNs 037-040-007 and -015). The North and South Development Areas are used primarily for vineyard production. Existing on-site buildings associated with the vineyards are located within the North Development Area. The South Development Area is located within the River Oaks Crossing Specific Plan Area. The City of Oakley General Plan designates the North Development Area as Light Industrial ("LI") and the South Development Area as Commercial ("CO"). The North Development Area is zoned Business Park Low ("BPL") District and the South Development Area is zoned River Oaks Crossing Specific Plan ("SP-2") District.

The proposed project would include the removal of the existing vineyard and associated buildings and subsequent construction of 10 light industrial buildings totaling approximately 3,117,777 square feet ("sf") of new building space, including approximately 3,045,777 sf of warehouse space and 72,000 sf of office space, as well as associated internal roadways, parking, landscaping, utilities, and other improvements.

The project requires the following discretionary approvals from the City: General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign Program, and Development Agreement; and

WHEREAS, the Draft EIR addresses the potential environmental effects associated with the project; and

WHEREAS, the City of Oakley Planning Commission the ("Planning Commission") recommends the City Council of the City of Oakley (the "City Council") adopt the findings, recommendations, and a statement of overriding considerations set forth below (the "Findings") as the City's findings under the California Environmental Quality Act ("CEQA") (California Public Resources Code ["PRC"] Sections 21000-21177) and the CEQA Guidelines (California Code of Regulations ["CCR"], Title 14, Sections 15000-15387) relating to the project. The Findings provide the written analysis and conclusions of this City Council regarding the project's environmental impacts, mitigation measures, alternatives to the project, and the overriding considerations, which, in this City Council's view, justify approval of the project, despite its environmental effects; and

WHEREAS, on May 10, 2024, the City published a Notice of Preparation ("NOP") for the project, which identified potentially significant environmental impacts attributable to the project, on which basis the City determined that an EIR was required; and

WHEREAS, the NOP provided notice of the City's determination, and solicited public input on the proposed scope and content of the EIR for the project; and

WHEREAS, on May 20, 2024, the City held a public scoping meeting to receive public comments on the scope and content of the EIR; and

WHEREAS, a Draft EIR with Technical Appendices, and a Notice of Availability, were prepared by the City and released for public review on September 19, 2025; and

WHEREAS, the Draft EIR was available for public comment for a period of at least 45 days as required by Section 21091 of CEQA, the close of the public comment period being November 3, 2025; and

WHEREAS, during the public comment period, the City received three letters commenting on the Draft EIR; and

WHEREAS, the City prepared the Final EIR for the Bridgehead Industrial Project, which included written responses to the comments received on the Draft EIR, pursuant to Section 15089 of the CEQA Guidelines; and

WHEREAS, the Final EIR and Draft EIR make up the Bridgehead Industrial Project EIR; and

WHEREAS, the Final EIR was distributed and made available to the public at City Hall and on the City website on January 9, 2026, and consists of a list of commenters, copies of all written comments received, responses to those comments that raise environmental issues, and any revisions to the text of the Draft EIR made in response to the comments, as required by Section 15132 of the CEQA Guidelines; and

WHEREAS, the project under consideration would include approval of the following:

- Approval of a General Plan Amendment (GPA 02-23) to redesignate the General Plan land use designation for the 76.4-acre South Development Area from CO to LI;
- Approval of a Rezone (RZ 04-23) to reclassify the zoning district for the North Development Area from BPL District to Planned Unit Development (P-1) District, and reclassify the zoning district for the South Development Area from SP-2 District to P-1 District;
- Approval of a Tentative Map (TM 10-23) to subdivide the three existing parcels, totaling 164 acres, into 10 lots;
- Approval of Design Review (DR 11-23) for site development and building architecture;
- Approval of a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and
- Approval of a Development Agreement (DA 2025-01).

WHEREAS, CEQA requires that, in connection with the approval of a project for which an EIR has been prepared which identifies one or more significant environmental effects, the decision-making agency make certain findings regarding those effects; and

WHEREAS, the EIR identifies potentially significant environmental impacts and related mitigation measures and a Mitigation Monitoring and Reporting Program has been prepared; and

WHEREAS, the EIR also identifies potentially significant environmental impacts that cannot be avoided by mitigation and for which the City must adopt a Statement of Overriding Considerations pursuant to CEQA; and

WHEREAS, the EIR reflects the City's independent judgment and analysis on the potential for environmental impacts; and

WHEREAS, the Draft EIR and Final EIR are separately bound documents, incorporated herein by reference, and are available for review in the City’s Planning Division; and

WHEREAS, the City has received and considered the project EIR, made up of the Draft EIR and Final EIR, for the Bridgehead Industrial project (SCH No. 2024050471), that analyzed the potential environmental effects of the project; and

WHEREAS, on January 20, 2026 the Planning Commission held a duly noticed public hearing on the project, recommending City Council approval of the project, including certification of the Draft EIR and Final EIR, and the project’s requested entitlements (General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign

Program, and Development Agreement), at which time all interested persons and parties had the opportunity to be heard; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the project, shall continue in full force and effect unless amended or modified by the City.

Section 2. Findings

THEREFORE, BE IT RESOLVED that the Planning Commission recommends the City Council make the following findings:

Changes to Mitigation Measures. As described in the Final EIR (Chapter 3, Revisions to the Draft EIR Text) and in the responses to comments, Mitigation Measures 4.4-1 and 4.7-2(b) have been modified. The revision to Measure 4.4-1 serves to clarify that construction, surveys, and subsequent mitigation would be required if special-status plant species are found. The revision to Mitigation Measure 4.4-1 is for clarification only and does not affect the conclusions of the Draft EIR. The revision to Mitigation Measure 4.7-2(b) clarifies that groundwater testing shall be required if lead or asbestos are detected during soil sampling. The revisions to Mitigation Measure 4.7-2(b) would not affect the analysis or conclusions of the Draft EIR. Therefore, in accordance with CEQA and the CEQA Guidelines, recirculation of the EIR is not necessary based on changes or additions to the mitigation measures in the Final EIR.

Other Changes. Various minor changes and edits have been made to the text and tables of the Draft EIR, as described in the Final EIR. The changes represent minor clarifications and amplifications of the analysis contained in the Draft EIR and do not constitute significant new information that, in accordance with CEQA Guidelines Section 15088.5, would trigger the need to recirculate portions or all of the Draft EIR. The City Council finds that these changes are of a minor, non-substantive nature and do not require recirculation of the EIR.

1) That, based on review and analysis of the EIR and other information in the record and the City has considered the information contained therein, including the written and oral comments received at the public hearings on the EIR, prior to acting upon or approving the project, the EIR has been completed in compliance with CEQA; and that the EIR represents the independent judgment of the City; and

2) That the EIR contains discussion of the potential impacts, level of significance of each impact, proposed mitigation for any impact found to be potentially significant, and factual findings relating to potential environmental impacts that could result from implementation of the project. The City Council hereby refers to the EIR as support for findings and recommendations made by the Council as the City's findings under

CEQA (PRC Section 21000 *et seq.*) and the CEQA Guidelines (CCR, Title 14, Section 15000 *et seq.*) relating to the project; and

3) That the EIR provides the written analysis and conclusions of the City Council regarding the project's environmental impacts, mitigation measures, and alternatives to the project, and shall be referenced as findings for all impacts found to have no impact, be less than significant without mitigation incorporated, or be less than significant with mitigation incorporated; and

4) That pursuant to PRC Section 21081 and CEQA Guidelines Sections 15091 *et seq*., the City Council adopt and make the following statement of overriding considerations regarding the remaining unavoidable impacts of the project and the anticipated economic, social and other benefits of the project.

a) <u>Significant Unavoidable Impacts</u>

With respect to the foregoing findings, and in recognition of those facts which are included in the record, the City has determined the following:

- The project could result in significant and unavoidable impacts related to the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use (Chapter 4.2, Agricultural Resources, Impact 4.2-1 of Draft EIR); and

- The project could result in significant and unavoidable impacts related to a conflict with or obstruction of implementation of the applicable air quality plan during project operation (Chapter 4.3, Air Quality and Greenhouse Gases, and Energy, Impact 4.3-2 of Draft EIR); and

- The project could result in cumulatively considerable, significant and unavoidable impacts related to a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors) (Chapter 4.3, Air Quality and Greenhouse Gases, and Energy, Impact 4.3-6 of Draft EIR).

The above impacts cannot be avoided or substantially reduced by feasible changes or alterations to the project, other than the changes or alterations already adopted.

b) <u>Alternatives</u>

Summary of Discussion of Alternatives in the Final EIR

Pursuant to Section 15126.6 of the CEQA Guidelines, the EIR evaluated five potential alternatives to the project. The EIR examined the environmental impacts

of each alternative in comparison with the project and the relative ability of each alternative to satisfy project objectives.

Findings Relating to Alternatives

In making these findings, the City Council certifies that it has independently reviewed and considered the information on alternatives provided in the EIR, including the information provided in comments on the Draft EIR and the responses to those comments in the Final EIR. The Draft EIR describes and evaluates in detail five alternatives to the project. A summary of each alternative, its relative characteristics, and documentation of the City Council's findings in support of rejecting the alternatives as infeasible are presented below.

The City Council finds that the alternatives are unable to satisfy the project objectives to the same degree as the project. The City Council further finds that, on balance, none of the remaining alternatives have environmental advantages over the project that are sufficient to justify approval of such an alternative instead of the project, in light of each such alternative's inability to satisfy the project objectives to the same degree as the project. Accordingly, based on impacts identified in the EIR, the City Council determines to approve the project instead of approving one of the remaining alternatives.

Description of Project Objectives

The project objectives are as follows:

- To construct and operate light industrial and logistics buildings and potentially data centers to provide for an underserved local demand.
- To construct a project that has access to existing infrastructure.
- To construct a project that provides short-term construction and long-term employment opportunities to local and regional residents thereby improving the City's job/housing balance.
- To develop a project that is developed in a visually pleasing manner.
- To develop a project that increases contributions to the City's tax base and diversifies the local economy.
- To develop a project that attracts high quality customers and tenants to the City thereby diversifying the local economy.

Discussion and Findings Relating to the Alternatives Evaluated in the Draft EIR

Chapter 7, Alternatives Analysis, of the Draft EIR evaluates the following five alternatives, which are summarized below:

1) No Project (No Build) Alternative;

2) No Project (Buildout Pursuant to General Plan) Alternative;

3) Agricultural Resource Preservation Alternative;

4) Mixed-Use Alternative; and

5) Reduced Intensity Alternative.

1) No Project (No Build) Alternative.

The City has decided to evaluate a No Project (No Build) Alternative, which assumes that the current conditions of the project site would remain, and the site would not be developed. As described in the Draft EIR, the site consists of generally flat land cultivated with vineyards in the City of Oakley. Existing on-site buildings associated with the vineyards are located within the North Development Area. An existing 84-inch storm drain line runs north-to-south within the North Development Area and an existing 54-inch storm drain line runs north-south within the South Development Area. An existing 35-foot drainage easement and an overlapping 45-foot temporary construction easement are centered in the middle of the existing pipe within the North Development Area. An existing 15-foot easement for the existing pipe and a 45-foot temporary construction easement are located within the South Development Area. The No Project (No Build) Alternative would not meet any of the project objectives.

The environmental benefits that would be achieved with this Alternative are outweighed by its failure to achieve any of the project objectives, and the City rejects this alternative.

2) No Project (Buildout Pursuant to General Plan) Alternative.

The No Project (Buildout Pursuant to General Plan) Alternative would consist of buildout of the project site according to the current City of Oakley General Plan land use designations. The City of Oakley General Plan designates the North Development Area as LI and the South Development Area as CO. The amount of light industrial area would be reduced under the Alternative by 76.4 acres (164 acres versus 87.6 acres) in comparison to the proposed project, and the Alternative would result in 76.4 acres of commercial uses. Specifically, the North Development Area would include a total of 1,639,484 sf of industrial development, and the South Development Area would include a total of 770,000 sf of commercial development, for a total building area of 2,409,484 sf. Development of the South Development Area with commercial uses was previously analyzed in the River Oaks Crossing Specific Plan EIR. Under the Alternative, the South Development Area would be built out pursuant to the land uses included therein, including retail, restaurant, and potentially hotel uses.

Because the No Project (Buildout Pursuant to General Plan) Alternative would include development of the project site with the same uses included in the proposed project for the North Development Area, all project objectives would generally be met. Furthermore, because the Alternative would be developed with

a greater variety of uses that could increase contributions to the City's tax base and diversify the local economy as compared to the proposed project, the Alternative would satisfy Objective #5 to a greater extent than the proposed project. However, Objective #1 would be satisfied to a lesser extent than the proposed project, given that the alternative would result in a reduction in industrial uses as compared to the project.

Overall, the Alternative would result in similar impacts in seven of the nine issue areas as compared to the project, but would result in greater impacts related to air quality, greenhouse gases, and energy. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. Therefore, the Alternative's ability to meet project objectives would be outweighed by its failure to reduce impacts, and the City rejects this alternative.

3) Agricultural Resource Preservation Alternative.

The Agricultural Resource Preservation Alternative would consist of a similar buildout of the components of the proposed project on a reduced development footprint in order to avoid, to the extent feasible, development of on-site vineyards with non-agricultural uses. Unlike the proposed project, the Agricultural Resource Preservation Alternative would not include buildout of Building 1 and Building 2. As such, the Agricultural Resource Preservation Alternative would include the development of a total of approximately 99.27 acres of industrial uses, and would include approximately 64.73 acres of preserved vineyards. The total building area would be reduced to approximately 1,911,906 sf.

For environmental review purposes under CEQA, the categories of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland constitute "agricultural land." Pursuant to the California Department of Conservation Important Farmland Finder, the entire 164-acre project site is designated as Farmland of Statewide Importance. Because the Agricultural Resource Preservation Alternative would include development of the project site with the proposed uses for the majority of the site, all project objectives would be met. However, because the Agricultural Resource Preservation Alternative would include the development of fewer industrial uses than the proposed project, the Alternative would not satisfy Objective #3 to the same extent as the proposed project.

The Draft EIR determined that the Agricultural Resource Preservation Alternative would result in fewer impacts than the proposed project related to seven of the nine issue areas, and would result in similar impacts as the proposed project for the remaining two issue areas for which project impacts were identified. In addition, because the Agricultural Resource Preservation Alternative would not include development in the northwestern portion of the project site, impacts to wetlands would not occur. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. Overall, the Alternative was determined to be the environmentally superior alternative.

However, because the Agricultural Resource Preservation Alternative would include the development of fewer industrial uses than the proposed project, the Alternative would not satisfy Objective #3 to the same extent as the proposed project. Therefore, the City rejects this alternative.

4) Mixed-Use Alternative.

The Mixed-Use Alternative would consist of buildout of all both industrial and commercial uses within the same development footprint as the proposed project. Under the Alternative, the areas designated for development of Buildings 3, 4, 5, 9, and 10 under the proposed project would instead be developed with commercial uses. Development of commercial uses in such areas would avoid development of industrial uses adjacent to the existing single-family residences located to the north and east of the North Development Area and to the south of the South Development Area. The Mixed-Use Alternative would include the development of a total of approximately 39.7 acres of commercial uses and a total of approximately 122.57 acres of industrial uses. Specifically, Buildings 3, 4, 9, and 10 would include a total of 744,613 sf of commercial development, and Buildings 1, 2, 6, 7, and 8 would include a total of 2,373,164 sf of industrial development. Because the Mixed-Use Alternative would include development of the project site with the same uses included in the proposed project, with the addition of commercial uses, all project objectives would generally be met. Furthermore, because the Alternative would be developed with a greater variety of uses that could increase contributions to the City's tax base and diversify the local economy as compared to the proposed project, the Alternative would satisfy Objective #5 to a greater extent than the proposed project.

The Draft EIR determined that the Mixed-Use Alternative would result in similar impacts to the project in several resource areas, but would result in greater impacts to air quality, greenhouse gases, and energy. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. Therefore, despite the Alternative's ability to meet project objectives, the City rejects this alternative.

5) Reduced Intensity Alternative.

The Reduced Intensity Alternative would include development of the project site with industrial uses at a reduced intensity as compared to the proposed project. The Alternative would reduce the overall development footprint in order to preserve cultivated vineyards along Bridgehead Road, Main Street, and Big Break Road. Preservation of vineyards along project area roadways would result in less visual impact as compared to the proposed project. Under the Alternative, Buildings 3, 4, and 5 would be eliminated for a total reduction of approximately 443,613 sf of industrial development in the North Development Area. In the South Development Area, Building 7 would be reduced by approximately 75,770 sf, Building 8 would be reduced by approximately 56,750 sf, and Building 10 would be reduced by approximately 61,500 sf. Overall, the Reduced Intensity Alternative would result in

a total of approximately 2,480,144 sf of industrial development. Because the Reduced Intensity Alternative would include development of the project site with the same uses included in the proposed project, all project objectives would be generally met. Because the Alternative would include preservation of existing views of vineyards from project area roadways, the Alternative would satisfy Objective #4 to a greater extent than the proposed project. However, because the Reduced Intensity Alternative would include the development of fewer industrial uses than the proposed project, the Alternative would not satisfy Objective #3 to the same extent as the proposed project.

The Draft EIR determined that the Reduced Intensity Alternative would result in fewer impacts than the project in several resource areas. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. The environmental benefits that might be achieved with this alternative are outweighed by its failure to satisfy Objective #3 to the same extent as the proposed project. Therefore, the City rejects this alternative.

Findings Regarding Reasonable Range of Alternatives

The City Council finds that the range of alternatives evaluated in the EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the project's environmental effects, while accomplishing most but not all of the project objectives. The City Council finds that the alternatives analysis is sufficient to inform the City Council and the public regarding the tradeoffs between the degree to which alternatives to the project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder the City's ability to achieve the project objectives.

c) Statement of Overriding Considerations

The City Council specifically adopts and makes this Statement of Overriding Considerations that this project includes all feasible measures that would eliminate or substantially lessen the significant impacts of the project on the environment, and that the remaining significant, unavoidable impacts of the project are acceptable in light of the environmental, economic, social and other considerations set forth herein because the benefits of the project outweigh the significant and adverse impacts of the project. The City Council finds that each of the overriding considerations set forth below in part "d) Benefits of Proposed Project") constitutes a separate and independent ground for finding that the benefits of the project outweigh its significant adverse environmental impacts and sets forth an overriding consideration warranting approval of the project. These matters are supported by evidence in the record.

d) Benefits of Proposed Project

The City Council has considered the EIR, the public record of proceedings on the proposed project and other written materials presented to the City as well as oral

and written testimony at all public hearings related to the proposed project, and does hereby determine that implementation of the project would result in the substantial public benefits set forth below.

i) **Economic Growth:** The project would induce local economic growth by developing 10 light industrial buildings totaling approximately 3,117,777 sf. The project is anticipated to create approximately 3,103 new jobs for the region.

ii) **Generation of Taxes:** Approval of the project would generate long-term sustainable property taxes, franchise taxes, and business license taxes for the City of Oakley by way of industrial development of the project site.

iii) **Energy Efficiency:** The project would be built in compliance with all applicable regulations related to energy consumption and fuel efficiency, which would ensure that the proposed project would be designed to be energy efficient to the maximum extent possible and would result in the new development being more efficient than existing industrial buildings in the region.

iv) **Provision of Industrial Uses:** Approval of the project would provide for the construction and operation of light industrial and logistics buildings with access to existing infrastructure to provide for an underserved local demand.

5) The Mitigation Monitoring and Reporting Program for the Bridgehead Industrial Project is incorporated and adopted as part of this resolution and attached herein as Exhibit A. The Program identifies impacts of the project, corresponding mitigation, designation of responsibility for mitigation implementation and the agency responsible for the monitoring action.

6) The City Council hereby finds and recognizes that the Final EIR contains additions, clarifications, modifications and other information in the responses to comments on the Draft EIR. This Council hereby finds and determines that such changes and additional information are not significant new information as that term is defined under the provisions of CEQA, because such changes and additional information do not indicate that any new significant environmental impacts not already evaluated would result from the project and do not reflect any substantial increase in the severity of any environmental impact; that feasible mitigation measures considerably different from those previously analyzed in the Draft EIR have not been proposed that would lessen significant environmental impacts of the project; and that feasible alternatives considerably different from those analyzed in the Draft EIR have not been proposed that would lessen significant environmental impacts of the project. Accordingly, this Council hereby finds and determines that recirculation of the Draft EIR for further public review and comment is not warranted; and

7) The City Council does hereby designate the Community Development Director of the City of Oakley, located at 3231 Main Street, Oakley, California 94561, as the custodian of documents and record of proceedings on which the decision is based; and

8) The City Council does hereby make the foregoing findings with respect to the significant effects on the environment of such project, as identified in the project EIR,

with the stipulations that all information in these findings is intended as a summary of the full administrative record supporting the project EIR, which full administrative record should be consulted for the full details supporting these findings, and that any mitigation measures and/or alternatives that were suggested by commenters to the Draft EIR and were not adopted as part of the project EIR are hereby expressly rejected for the reasons stated in the responses to the comments set forth in the Final EIR, and elsewhere in the record.

Section 3. Approval

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings, the Planning Commission hereby recommends that the City Council certify the Bridgehead Industrial Project Environmental Impact Report.

PASSED AND ADOPTED by the Planning Commission of the City of Oakley this 20th day of January 2026 by the following vote:

AYES: Goudie, Ireland, Price
NOES: Harvey, Oliveros
ABSTENTION:
ABSENT:

APPROVED:
Leonard Price

Leonard Price, Chair

ATTEST:
Kim Snodgrass

Kim Snodgrass, City Clerk

1/23/2026
Date

Exhibit A – Bridgehead Industrial Project Mitigation Monitoring and Reporting Program

4.1 INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) requires all State and local agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a "mitigated negative declaration" or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Bridgehead Industrial Project (proposed project). The intent of the MMRP is to ensure implementation of the mitigation measures identified within the Environmental Impact Report (EIR) for the proposed project. Unless otherwise noted, the cost of implementing the mitigation measures as prescribed by this MMRP shall be funded by the applicant.

4.2 COMPLIANCE CHECKLIST

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the EIR prepared for the proposed project. This MMRP is intended to be used by City staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the EIR.

The EIR presents a detailed set of mitigation measures that will be implemented throughout the lifetime of the project. Mitigation is defined by CEQA Guidelines, Section 15370, as a measure that:

- Avoids the impact altogether by not taking a certain action or parts of an action;
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; or
- Compensates for the impact by replacing or providing substitute resources or environments.

The intent of the MMRP is to ensure the implementation of adopted mitigation measures. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

Monitoring and documenting the implementation of mitigation measures will be coordinated by the City of Oakley. The table attached to this report identifies the mitigation measures, the monitoring action for each mitigation measure, the responsible party for the monitoring action, and timing of the monitoring action. The applicant will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP. The City will be responsible for monitoring compliance.

4.3 MITIGATION MONITORING AND REPORTING PROGRAM

The following table indicates the mitigation measure number, the impact the measure is designed to address, the measure text, the monitoring agency, implementation schedule, and an area for sign-off indicating compliance.

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
Chapter 4.3 – Air Quality, Greenhouse Gas Emissions, and Energy					
4.3-2	Conflict with or obstruct implementation of the applicable air quality plan during project operation.	*4.3-2 Prior to the approval of building permits, the project applicant shall implement the following measures, to the satisfaction of the City of Oakley Planning Division:* *1. All architectural coatings, paints, finishes and adhesives used within the project site during project construction and operations shall be zero-VOC emitting. Furthermore, all future leases signed for proposed structures or operational spaces within the project site must contain binding language informing future tenants of the requirement that only zero-VOC architectural coatings, paints, finishes and adhesives may be used within the project site.* *2. The project applicant shall require all tenants of the on-site industrial uses to use zero-emission forklifts.* *3. The project applicant shall require that three percent of the medium- and heavy-duty vehicle fleet be zero emission by full buildout of the proposed project. In the event there is a disruption in the manufacturing of zero emission vehicles/trucks or that sufficient vehicles/trucks are not commercially available for the intended application, the "clean fleet requirements" may be adjusted as minimally as possible by the City's*	City of Oakley Planning Division	Prior to the approval of building permits	

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		Planning Division to accommodate the manufacturing disruption or unavailability of commercially available vehicles/trucks. *4. Natural gas use on-site shall be prohibited. Natural gas infrastructure may be allowed if the applicant implements alternative methods that reduce the project's emissions in an equally effective or superior manner as would exist without natural gas emission infrastructure.*			
4.3-6	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).	*4.3-6 Implement Mitigation Measure 4.3-2.*	See Mitigation Measure 4.3-2	See Mitigation Measure 4.3-2	
4.3-8	Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy, or regulation adopted for	*4.3-8(a) Consistent with the BAAQMD's Buildings criterion a, prior to issuance of building permits for the proposed project, the project applicant shall demonstrate via project design and/or notation included on project design that natural gas infrastructure shall be prohibited. Natural gas infrastructure may be allowed if the applicant implements alternative methods that reduce the project's greenhouse gas*	City of Oakley Planning Division	Prior to issuance of building permits	

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	the purpose of reducing the emissions of GHGs.	*emissions in an equally effective or superior manner as would exist without natural gas emission infrastructure, or purchases off-site mitigation credits or forecasted mitigation units ("FMUs") (collectively, "GHG credits") for project-related GHG emissions from the component(s) using natural gas instead of electric. The emissions from the use of natural gas shall be calculated by a qualified professional utilizing BAAQMD-, CARB-, or the USEPA-approved emissions models and quantification methods available and submitted to the City for review and approval, which shall include third-party review by a qualified consultant of the City's selection and be subject to applicant reimbursement of consultant costs.* *Any and all GHG credits to off-set for the use of natural gas must be created through a CARB-approved registry. These registries are currently the ACR, CAR, and Verra, although CARB may accredit additional registries in the future. These registries use robust accounting protocols for all GHG credits created for their exchange, including the six currently approved CARB protocols. This mitigation measure specifically requires GHG credits created for the project originate from a CARB-approved protocol or a protocol that is equal to or more rigorous than CARB requirements under 17 CCR 95972. The selected protocol must demonstrate that the GHG-emissions reductions are real, permanent, quantifiable,*			

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		verifiable, enforceable, and additional. Definitions of these terms from 17 CCR 95802(a) are provided below. *(1) Real: GHG reductions or enhancements result from a demonstrable action or set of actions and are quantified using appropriate, accurate, and conservative methodologies that account for all GHG emissions sources, GHG sinks, and GHG reservoirs within the [GHG credit] project boundary and account for uncertainty and the potential for activity-shifting and market-shifting leakage.* *(2) Additional: GHG reductions or removals that exceed any GHG reduction, or removals otherwise required by law, regulation, or legally binding mandate, and that exceed any GHG reductions or removals that would otherwise occur in a conservative BAU scenario.* *(3) Permanent: GHG reductions and removal enhancements are not reversible or, when GHG reductions and GHG-removal enhancements may be reversible, mechanisms are in place to replace any reversed GHG-emission reductions and GHG-removal enhancements to ensure that all credited reductions endure for at least 100 years.*			

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		(4) Quantifiable: The ability to accurately measure and calculate GHG reductions or GHG-removal enhancements relative to a project baseline in a reliable and replicable manner for all GHG emission sources, GHG sinks, or GHG reservoirs included within the [GHG credit] project boundary, while accounting for uncertainty. activity-shifting, and market-shifting leakage. *(5) Verifiable: A [GHG credit] project report assertion is well-documented and transparent such that it lends itself to an objective review by an accredited verification body.* *(6) Enforceable: The authority for CARB to hold a particular party liable and take appropriate action if any of the provisions of this article are violated. Note that this definition of enforceability is specific to the Cap-and-Trade regulation, where CARB holds enforcement authority, but this measure will employ GHG credits from the voluntary market, where CARB has no enforcement authority. Applying the definition to this mitigation measure means that GHG reductions must be owned by a single entity and backed by a legal instrument or contract that defines exclusive ownership.*			

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		Geographic Prioritization of GHG Credits *GHG credits from reduction projects in Contra Costa County will be prioritized before projects in larger geographies (i.e., northern California, California, United States, and international). The applicant will inform brokers of the required geographic prioritization for the procurement of GHG credits. GHG credits from reduction projects identified in the County that are of equal or lesser cost compared to the settlement price of the latest Cap-and-Trade auction must be included in the transaction. GHG credits from reduction projects outside of the County may be purchased if adequate credits cannot be found in the County or if they exceed the maximum price identified above. The economic and geographic analysis undertaken to inform the selection of GHG credits must be provided by the applicant to the County as part of the required documentation discussed below under Plan Implementation and Reporting.* ***Types of GHG Credits*** *GHG credits may be in the form of GHG offsets for prior reductions of GHG emissions verified through protocols or FMUs for future committed GHG emissions meeting protocols. Because emissions reductions from GHG offsets have already occurred, their benefits are immediate and can be used to compensate for an equivalent quantity of project-generated emissions at any time. GHG credits from FMUs must be funded and implemented within*			

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		5 years of project GHG emissions to qualify as a GHG credit under this measure (i.e., there can only be a maximum of 5 years lag between project emissions and their real-world reductions through funding a FMU in advance and implementing the FMU on the ground). Any use of FMUs that result in a time lag between project emissions and their reduction by GHG credits from FMUs must be compensated through a prorated surcharge of additional FMUs proportional to the effect of the delay. Because emissions of CO2 in the atmosphere reach their peak radiative forcing within 10 years, a surcharge of 10 percent for every year of lag between project emissions and their reduction through a FMU will be added to the GHG credit requirement (i.e., 1.10 FMUs would be required to mitigate 1 metric ton of project GHG emissions generated in the year prior to funding and implementation of the FMU). ***Verification and Independent Review of GHG Credits*** *All GHG credits will be verified by an independent verifier accredited by the ANSI National Accreditation Board (ANAB) or CARB, or an expert with equivalent qualifications to the extent necessary to assist with the verification. Following the standards and requirements established by the accreditation board (i.e., ANAB or CARB), the verifier will certify the following.*			

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		• *GHG credits conform to a CARB-approved protocol or a protocol that is equal to or more rigorous than CARB requirements under 17 CCR 95972. Verification of the latter requires certification that the credits meet or exceed the standards in 17 CCR 95972.* • *GHG credits are real, permanent, quantifiable, verifiable, enforceable, and additional, as defined in this measure.* • *GHG credits are purchased according to the geographic prioritization standard defined in this measure under Geographic Prioritization of GHG Credits.* *Verification of GHG offsets must occur as part of the certification process for compliance with the accounting protocol. Because FMUs are GHG credits that will result from future projects, additional verification must occur beyond initial certification is required. Verification for FMUs must include initial certification and independent verification every 5 years over the duration of the FMU generating the GHG credits. The verification will examine both the GHG credit realization on the ground and its progress toward delivering future GHG credits. The applicant will retain an independent verifier meeting the qualifications described above to certify reductions achieved*			

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		by FMUs are achieved following completion of the future reduction project. *Conformance with the foregoing requirement shall be confirmed through review and approval of building permit plans by the City of Oakley Planning Division.*			
		4.3-8(b) Consistent with the BAAQMD's Transportation criterion c., prior to the approval of project improvement plans, the applicant shall indicate that EV capable parking spaces and EV capable spaces with EVSE shall be installed throughout the project site consistent with current CalGreen Tier 2 standards. Compliance with this measure shall be ensured by the City of Oakley Planning Division.	City of Oakley Planning Division	Prior to the approval of project improvement plans	
Chapter 4.4 – Biological Resources					
4.4-1	Have a substantial adverse effect, either directly or through habitat modifications, on special-status plant species.	***Non-East Contra Costa County HCP/NCCP Plants*** *4.4-1 Prior to the commencement of construction, surveys and subsequent mitigation, if plants are found, shall follow the ECCC HCP/NCCP guidelines for covered plant species, if either Contra Costa wallflower, Hoover's cryptantha, or Antioch Dunes evening-primrose are identified on-site, the project applicant shall contact USFWS and CDFW to determine if an incidental take permit is necessary for potential project impacts to either species. USFWS and CDFW shall determine if additional mitigation is required, or if the requirements of the ECCC HCP/NCCP would be satisfactory. Written verification of the USFWS and CDFW*	U.S. Fish and Wildlife Service (USFWS) California Department of Fish and Wildlife (CDFW) City of Oakley Planning Division	Prior to commencement of construction, if plants are found If either Contra Costa wallflower, Hoover's cryptantha, or Antioch Dunes evening-primrose, are identified on-site	

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		determination shall be provided to the City of Oakley Planning Division.			
4.4-2	Have a substantial adverse effect, either directly or through habitat modifications, on Crotch's bumble bee.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-2 Prior to the commencement of construction, a qualified entomologist shall conduct a take avoidance survey for active bumble bee colony nesting sites in any previously undisturbed areas, if project construction occurs during the flying season (March through August). Surveys shall take place during the flying season when the species is most likely to be detected above ground. The surveys shall occur when temperatures are above 60 degrees Fahrenheit, on sunny days with wind speeds below eight miles per hour, and at least two hours after sunrise and three hours before sunset, as such conditions are the best to detect bumble bees. Surveyors shall conduct transect surveys focusing on detection of foraging bumble bees and underground nests using visual aids such as binoculars. Survey results, including negative findings, shall be submitted for review and approval to the City of Oakley Planning Division prior to the start of ground-disturbing activities. If Crotch's bumble bees or potential Crotch's bumble bees are not detected, further mitigation shall not be required. If potential Crotch's bumble bees are seen, but cannot be identified, the applicant shall obtain authorization from CDFW to use non-lethal netting methods to capture bumble bees to identify the bumble bees to species. If*	City of Oakley Planning Division CDFW	Prior to commencement of construction, if project construction occurs during the flying season (March through August)	

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		protected bumble bee nests are found, a plan to protect bumble bee nests and individuals to ensure no take of Crotch's bumble bee shall be developed by a qualified entomologist in consultation with the CDFW and City of Oakley Planning Division.			
4.4-3	Have a substantial adverse effect, either directly or through habitat modifications, on California glossy snake and Northern California legless lizard.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-3 Prior to commencement of construction, a qualified biologist shall conduct coverboard surveys on the project site for both California glossy snake and Northern California legless lizard. Flattened cardboard boxes and pieces of plywood shall be placed abundantly throughout the project site one month prior to the start of project construction. The qualified biologist shall survey the project site and check the coverboards regularly to search for the presence of either species. Coverboards placed over sandy soil shall be lifted and carefully hand-raked approximately 15 inches deep in search of the Northern California legless lizard. Written verification of survey results shall be submitted to the City of Oakley Planning Division.* *If neither species is identified on-site, further mitigation shall not be required and project construction may proceed, provided all other applicable permits and authorizations are obtained. However, if the California glossy snake or Northern California legless lizard are identified on the project site, CDFW shall be*	City of Oakley Planning Division CDFW	Prior to commencement of construction	

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		contacted for further guidance prior to the start of project construction. Proof of correspondence with CDFW and implementation of CDFW recommendations shall be submitted to the City of Oakley Planning Division.			
4.4-4	Have a substantial adverse effect, either directly or through habitat modifications, on western pond turtle.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-4 A western pond turtle survey shall be conducted by a qualified biologist, at most, 48 hours prior to construction within the portion of the North Development Area where construction activities overlap with wetland habitats, and within 150 feet of wetlands. The results of the survey shall be submitted to the City of Oakley Planning Division. If western pond turtles or their nests are not found, further mitigation shall not be necessary.* *If a western pond turtle is observed within the proposed impact area, a qualified biologist shall relocate the individual to habitat of equivalent or greater value (e.g., riparian wetlands or riparian woodlands adjacent to a perennial creek or intermittent drainage) outside of the proposed impact area prior to construction. If a western pond turtle nest is observed within the proposed impact area, the nest shall be fenced off and avoided until the eggs hatch. The exclusion fencing shall be placed, at a minimum, 25 feet from the nest. A qualified biologist shall monitor the nest daily during construction to ensure that hatchlings*	City of Oakley Planning Division	48 hours prior to construction within the portion of the North Development Area where construction activities overlap with wetland habitats, and within 150 feet of wetlands	

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		do not disperse into the construction area. Relocation of hatchlings shall occur as stipulated above, if necessary.			
4.4-5	Have a substantial adverse effect, either directly or through habitat modifications, on Swainson's hawk.	***Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-5(a) Prior to the commencement of construction, the project applicant shall mitigate for the loss of suitable Swainson's hawk foraging habitat by implementing the following measure:* • *One acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed outside of the ECCC HCP/NCCP Permit Area. Protection shall be through purchase of mitigation bank credits or other land-protection mechanism acceptable to CDFW.* *Proof of purchase of mitigation credits as required per the above mitigation options shall be provided to the Oakley Planning Division for review and approval prior to initiation of ground disturbance for any portion of the project site.* *4.4-5(b) The project applicant shall implement the following avoidance measures for potential effects on Swainson's hawk nests during construction:* • *Prior to commencement of construction during the nesting season (March 15 through September 15), a qualified biologist shall conduct*	City of Oakley Planning Division CDFW City of Oakley Planning Division CDFW	Prior to commencement of construction During construction Prior to commencement of construction during the nesting season (March 15 through September 15)	

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		a preconstruction survey, at most, one month prior to construction to establish whether occupied Swainson's hawk nests occur on or within 1,000 feet of the area of proposed construction. The results of the survey shall be submitted to the City of Oakley Planning Division. If occupied nests are not found, then further mitigation shall not be required. • *If occupied nests are found, project construction activity shall not occur within a 1,000-foot buffer zone distance from the nest unless a lesser buffer zone is approved by the City in consultation with CDFW. During the nesting season, construction activities shall be avoided within the established buffer zone to prevent nest abandonment. Construction monitoring shall be required to ensure adherence to the established buffer zone. If young fledge prior to September 15, construction activities can proceed normally without a buffer zone. If an active nest site is present, but shielded from view and noise by other development or other features, the City may waive this avoidance measure (establishment of a buffer zone), if approved by the CDFW.* • *All nest trees shall be preserved on site, if feasible. Nest trees that cannot be preserved may only be removed*		If occupied nests are found	

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		outside of the nesting season (i.e., nest trees may only be removed September 16 through March 14), and subject to the requirements of ECCC HCP/NCCP Section 6.4.3.			
4.4-6	Have a substantial adverse effect, either directly or through habitat modifications, on white-tailed kite.	***East Contra Costa County HCP/NCCP Permit Area*** *4.4-6(a) Prior to any ground disturbance related to Covered Activities that occur during the nesting season for white-tailed kite (March 15 to August 31), a qualified biologist shall conduct a preconstruction survey, at most, one month prior to construction to establish whether white-tailed kite is nesting in trees within or visible from the site. In the event active nests are found, an initial 300-foot buffer shall be established around the nest tree. Ground disturbance related to covered activities within the buffer shall either be delayed until a qualified biologist determines nesting is complete, or until the applicant consults with the ECCC HCP/NCCP Implementing Entity and CDFW and implements CDFW-approved measures to minimize potential disturbance. A report detailing the methodology and results of the survey and, if applicable, compliance with the provisions established herein shall be submitted for review and approval to the City of Oakley Planning Division.* ***Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-6(b) Implement Mitigation Measure 4.4-8.*	City of Oakley Planning Division See Mitigation Measure 4.4-8	Prior to any ground disturbance related to Covered Activities that occur during the nesting season for white-tailed kite (March 15 to August 31) See Mitigation Measure 4.4-8	

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4.4-7	Have a substantial adverse effect, either directly or through habitat modifications, on western red bat.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-7 A bat survey shall be conducted 15 days prior to the commencement of construction (including tree removal). All bat surveys shall be conducted by a biologist with known experience surveying for bats. Both tree canopies and understories shall be examined for evidence of bat roosting. Written verification of survey results shall be submitted to the City of Oakley Planning Division. If western red bats or other special-status bat species are not found, further mitigation for special-status bats shall not be required.* *If special-status bats are found, a determination shall be made by the qualified biologist young are present. If young are found roosting in any tree, impacts to the tree(s) shall be avoided until the young have reached independence of the tree. A non-disturbance buffer fenced with orange construction fencing shall also be established around the maternity site. The size of the buffer zone shall be determined by a qualified bat biologist at the time of the surveys. If adults are found roosting in a tree or building on the project site, but maternal sites are not found, the following measures shall be undertaken to avoid impacting the bats:* • *Tree trimming and/or removal shall only be conducted during seasonal*	City of Oakley Planning Division	15 days prior to the commencement of construction (including tree removal)	

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		periods of bat activity: between August 31 and October 15, when bats would be able to fly and feed independently, and between March 1 and April 15 to avoid hibernating bats, and prior to the formation of maternity colonies. • *Any trees that will be removed and that the biologist has identified as having potentially suitable bat roost habitat shall be removed using a two-day phased removal method:* ○ *On day one, in the afternoon, limbs and branches shall be removed using chainsaws only. Limbs with cavities, crevices, and deep bark fissures shall be avoided.* ○ *On day two, the rest of the tree shall be removed under the direct supervision of the biologist.* *If tree removal must occur outside of the seasonal activity periods mentioned above (i.e., between October 16 and February 28/29, or between April 16 and April 30), then a qualified biologist with at least two years of experience surveying for bats shall conduct preconstruction surveys within 14 days of starting work. If the qualified biologist finds evidence of bat presence during the surveys, then the biologist shall develop a plan for*			

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		removal and exclusion, in conjunction with CDFW.			
4.4-8	Have a substantial adverse effect, either directly or through habitat modifications, on other nesting birds and raptors protected under the MBTA and CFGC, including loggerhead shrike.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-8 A nesting survey shall be conducted by a qualified biologist within seven days of commencement of project construction if the work would commence between February 1st and August 31st. The nesting survey shall include an examination of the coast live oak trees, eucalyptus and pine trees, shrubs, and ground vegetation on the project site and within 200 feet of the entire project site (i.e., within a zone of influence of nesting birds). The zone of influence shall include the areas outside the project site where birds could be disturbed by earth-moving vibrations and/or other construction-related noise. Written verification of survey results shall be submitted to the City of Oakley Planning Division. If active nests are not found, further mitigation for nesting birds and raptors shall not be required.* *If birds are identified nesting within the zone of influence, a qualified biologist shall establish a temporary protective nest buffer around the nest(s). The nest buffer shall be staked with orange construction fencing. The buffer shall be of sufficient size to protect the nesting site from construction-related disturbance and shall be established by a qualified ornithologist or biologist with extensive experience working with nesting birds near and on construction*	City of Oakley Planning Division	Within seven days of commencement of project construction if the work would commence between February 1st and August 31st	

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		sites. Nesting buffers shall be 50 feet from the nest site or nest tree dripline for passerine birds and 300 feet for sensitive nesting birds, including raptor species known from the region of the project site. *Construction or earth-moving activity shall not occur within any established nest-protection buffer prior to September 1, unless determined by a qualified ornithologist/biologist that the young have fledged and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed. At the end of the nesting cycle, and fledging from the nest has occurred, as determined by a qualified biologist, temporary nesting buffers may be removed, and construction may commence in established nesting buffers without further regard for the nest site.*			
4.4-10	Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-10(a) Prior to the commencement of construction in the North Development Area, the project proponent shall submit a formal Aquatic Resources Delineation to the U.S. Army Corp of Engineers (USACE) for verification purposes and determination as to whether the project activities will require a Clean Water Act (CWA) Section 404 permit. The Aquatic Resources Delimitation shall be conducted according to the wetland types and wetland delineation provisions described in Table 9-5,*	U.S. Army Corp of Engineers (USACE) City of Oakley Planning Division	Prior to commencement of construction in the North Development Area	

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		Wetland Fee and Acreage Determination Methods, of the ECCC HCP/NCCP. The Aquatic Resources Delineation shall also document the expected impact on the jurisdictional wetlands and waters that would result from the project. A copy of the USACE's determination shall be submitted to the City of Oakley Planning Division.			
		4.4-10(b) If a Clean Water Act (CWA) Section 404 permit is determined to be necessary, prior to the issuance of grading permits, the project applicant shall apply for a Section 404 permit from the USACE. Waters that would be lost or disturbed shall be restored, replaced or rehabilitated on a "no-net-loss" basis. Habitat restoration, rehabilitation, and/or replacement shall be at a location and by methods acceptable to the USACE. In the event that a Section 404 permit is required, the project applicant shall also apply for a Section 401 water quality certification from the Regional Water Quality Control Board (RWQCB) prior to the issuance of grading permits and adhere to the certification conditions therein.	USACE Regional Water Quality Control Board (RWQCB)	Prior to issuance of grading permits	
4.4-12	Conflict with any local policies or ordinances protecting biological resources, such as the City of Oakley's Heritage and Protected Tree standards.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-12 Prior to project-related tree removal, the project applicant shall be required to comply with the standards included in Section 9.1.1112 of the City's Municipal Code by implementing one of the options provided in Section 9.1.1112(g)(11)(a), to the satisfaction*	Director of the Community Development Department or the Planning Commission	Prior to project-related tree removal	

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		of the Director of the Community Development Department or the Planning Commission, as applicable.			
Chapter 4.5 – Cultural and Tribal Resources					
4.5-2	Cause a substantial adverse change in the significance of a unique archeological resource pursuant to CEQA Guidelines, Section 15064.5 or disturb human remains, including those interred outside of dedicated cemeteries.	*4.5-2(a) Prior to initiation of ground-disturbing activities, a qualified archaeologist shall conduct a short awareness training session for all construction workers and supervisory personnel. The course shall explain the importance of, and legal basis for, the protection of significant archaeological resources. Each worker shall also learn the proper procedures to follow in the event cultural resources or human remains/burials are uncovered during construction activities, including work curtailment or redirection and to immediately contact their supervisor and the archaeological monitor. The worker education session shall include visuals of artifacts (precontact and historic) that might be found in the project vicinity and take place on the construction site immediately prior to the start of construction. Documentation of the training (i.e., a sign-in sheet) shall be retained at the site and shall be submitted with applicable reports to the City of Oakley Planning Division.*	City of Oakley Planning Division	Prior to initiation of ground-disturbing activities	
		4.5-2(b) During project construction, a qualified Native American monitor shall be allowed to observe earth-moving activities. If archaeological resources are discovered during project construction, then all work shall halt within a 100-foot radius of the discovery. A qualified archaeologist, meeting the Secretary of the	City of Oakley Planning Division	During project construction	

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		Interior's Professional Qualification Standards for precontact and historic archaeologists, shall be called to evaluate the significance of the find. Work shall not continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the National Register of Historic Places (NRHP)/California Register of Historical Resources (CRHR). If a potentially eligible resource is encountered, then the archaeologist and the City of Oakley Planning Division shall arrange for either 1) total avoidance of the resource, if possible; 2) test excavations or total data recovery; or 3) other alternative forms of mitigation. The determination shall be formally documented in writing and submitted to the City of Oakley Division as verification that the provisions in CEQA for managing unanticipated discoveries have been met.			
		4.5-2(c) *In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, further excavation at the site or any nearby area*	Native American Heritage Commission (NAHC) City of Oakley Planning Division	In the event of the accidental discovery or recognition of any human remains	

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		suspected to contain human remains shall not occur until the county coroner has been notified to determine if an investigation into the cause of death is required. In the case of the proposed project, if the Contra Costa County Coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission (NAHC), which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. The potential exists that the NAHC may be unable to identify a most likely descendant, the most likely descendant fails to make a recommendation within 48 hours after notification by the NAHC, or the landowner or his/her authorized agent rejects the recommendation by the most likely descendant and mediation by the NAHC fails to provide a measure acceptable to the landowner. In such case, the landowner or an authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the NAHC shall be submitted for review and approval to the City of Oakley Planning Division.	Contra Costa County Coroner		
4.5-3	Cause a substantial adverse change in the significance of a tribal cultural resource, as	*4.5-3* *Implement Mitigation Measures 4.5-2(a) through 4.5-2(c).*	See Mitigation Measures 4.5-2(a) through 4.5-2(c)	See Mitigation Measures 4.5-2(a) through 4.5-2(c)	

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	defined in PRC Section 21074.				
Chapter 4.6 – Geology and Soils					
4.6-3	Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse, or be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code.	*4.6-3* *Prior to issuance of a grading permit, the applicant/developer shall incorporate the recommendations of a design-level geotechnical report into the Improvement Plans for approval by the City Engineer. The recommendations shall include, but are not limited to, the options available to reduce impacts related to lateral spreading, liquefaction, and subsidence/settlement. Once final grading plans are designed, the project's geotechnical engineers shall determine the appropriate methods of mitigating the effects of lateral spreading, liquefaction, and subsidence/settlement, such as:* • *Remove and replace potentially liquefiable soils and/or expansive and corrosive soils;* • *Strengthen foundations (e.g., post-tensioned slab, reinforced mat or grid foundation, or other similar system) to resist excessive differential settlement associated with seismically-induced liquefaction;* • *Support the proposed structures on an engineered fill pad (minimum of 5 feet thick) in order to reduce differential settlement resulting from seismically-induced liquefaction and post-seismic pore pressure dissipation; and/or*	City Engineer Director of Public Works Chief Building Official Qualified Geotechnical Engineer	Prior to issuance of a grading permit	

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			• *Densify potentially liquefiable soils with an in-situ ground improvement technique such as deep dynamic compaction, vibro-compaction, vibro-replacement, compaction grouting, or other similar methods.* *All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the Director of Public Works/City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the geotechnical report are properly incorporated and utilized in the project design.*			
4.6-4	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	*4.6-4*	*Should construction or grading activities result in the discovery of unique paleontological resources, all work within 100 feet of the discovery shall cease. The City of Oakley Community Development Department shall be notified, and the resources shall be examined by a qualified archaeologist, paleontologist, or historian, at the developer's expense, for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist, paleontologist, or historian shall submit to the City of Oakley Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Work may only resume in the area of discovery when*	City of Oakley Community Development Department	Should construction or grading activities result in the discovery of unique paleontological resources	

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			the preceding requirements have been implemented. The language of this mitigation measure shall be included on any future grading plans, utility plans, and/or improvement plans approved by the City of Oakley.			
Chapter 4.7 – Hazards and Hazardous Materials						
4.7-1	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	*4.7-1*	*Prior to issuance of Certificate of Occupancy, future building tenant(s) shall disclose any use or disposal of hazardous materials that would occur as part of project operations to the City of Oakley Planning Division and the Contra Costa County Fire Protection District (CCCFPD). In the event that project operations would include such actions, the future building tenant(s) shall notify the Contra Costa Health Services Hazardous Materials Program (CCHSHMP) of the hazardous materials that would be handled during operations and file a Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) to CCHSHMP. The HMMP and HMIS shall consist of general business information, basic information on the location, type, quantity, and health risks of hazardous materials, and emergency response and training plans. Any and all requirements enforced by CCHSHMP shall be adhered to with a report documenting proof of compliance submitted to the City of Oakley Planning Division and CCHSHMP.*	City of Oakley Planning Division Contra Costa County Fire Protection District (CCCFPD) Contra Costa Health Services Hazardous Materials Program (CCHSHMP)	Prior to issuance of a Certificate of Occupancy	
4.7-2	Create a significant hazard to the public or the environment through	*4.7-2(a)*	*Prior to issuance of building permits, a qualified Environmental Engineer firm shall review the building plans to determine the vapor intrusion*	City Engineer	Prior to issuance of building permits	

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	reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment.	*risk factor. If potential health risks are identified in exceedance of the applicable environmental screening levels (ESLs) established by the Regional Water Quality Control Board (RWQCB), building plans shall be revised to incorporate a vapor intrusion mitigation system (VIMS). The VIMS shall be required to demonstrate that potential health risks related to vapor intrusion are adequately reduced to below the applicable ESLs. For example, measures required to reduce the potential for vapor intrusion may include a vapor barrier to block vapors, passive or active subsurface system to capture and divert potential vapors, and/or other equivalent measures. The VIMS shall be submitted to the City Engineer for review and approval.*			
		4.7-2(b) *Prior to approval of grading permits, a surficial soil sample laboratory analysis shall be conducted in the vicinity of the existing buildings within the project site by a qualified Environmental Engineer in accordance with the California Department of Toxic Substances Control (DTSC) Interim Guidance for Sampling Agricultural Properties dated August 7, 2008. Once the soils are collected, the soils shall be tested for lead and asbestos. If encountered during soil sampling, the groundwater shall also be tested. If soil or groundwater contaminates are not found, further action is not required; however, if lead or asbestos is found to be higher than the allowable thresholds, the assessment shall include the*	City of Oakley Planning Division	Prior to approval of grading permits	

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		appropriate mitigation including, but not limited to, soil remediation to an acceptable total threshold limit concentration (TTLC) level per applicable State and federal regulations by excavation of the contaminated soil, and subsequent transportation and disposal off-site at an appropriate Class I or Class II facility permitted by DTSC; or by properly capping the contaminated soil, in compliance with DTSC regulations (e.g., placing soils underneath project roadways, etc.). Materials containing more than one (1) percent asbestos that is friable are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one (1) percent friable asbestos shall be completed in accordance with BAAQMD Section 11-2-303. All recommended mitigation measures shall be implemented by the project applicant, subject to review and approval by the City of Oakley Planning Division.			
Chapter 4.8 – Hydrology and Water Quality					
4.8-1	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during construction.	*4.8-1* *Prior to issuance of any grading permits, the contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the Central Valley RWQCB. The contractor shall file the Notice of Intent (NOI) and associated fee to the SWRCB. The SWPPP shall serve as the framework for identification, assignment, and implementation of BMPs. The contractor shall implement BMPs to reduce pollutants in stormwater discharges to the maximum extent practicable. Construction (temporary) BMPs for the project*	Central Valley RWQCB City of Oakley Public Works Director/City Engineer	Prior to issuance of any grading permits	

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		may include, but are not limited to: fiber rolls, straw bale barrier, straw wattles, storm drain inlet protection, velocity dissipation devices, silt fences, wind erosion control, stabilized construction entrance, hydroseeding, revegetation techniques, and dust control measures. The SWPPP shall also be submitted to the City of Oakley Public Works Director/City Engineer for review and approval and shall remain on the project site during all phases of construction. Following implementation of the SWPPP, the contractor shall subsequently demonstrate the SWPPP's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable.			
4.8-2	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during operation.	*4.8-2 As part of the Improvement Plan submittal process, the preliminary Stormwater Control Plan provided during environmental review shall be submitted in final format for the review and approval of the City of Oakley Public Works Director/City Engineer. The final Stormwater Control Plan will be reviewed in concert with the Improvement Plans to confirm conformity between the two. The report shall be prepared by a Registered Civil Engineer and shall, at a minimum, include: A written text addressing existing conditions, the effects of the proposed improvements, all appropriate calculations, watershed maps, changes in flows and patterns, and proposed on- and off-site improvements to accommodate flows from*	City of Oakley Public Works Director/City Engineer	During the Improvement Plan submittal process	

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		this project. The report shall identify water quality protection features and methods to be used during construction, as well as long-term post-construction water quality measures. The final Stormwater Control Plan shall be prepared in conformance with the requirements of the C.3 Guidebook that are in effect at the time of Improvement Plan submittal.			
4.8-4	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: substantially increase the rate or amount of surface runoff in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; or create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or	*4.8-4* *Prior to approval of final project improvement plans, a final drainage plan shall be submitted to the City of Oakley Public Works Director/City Engineer for review and approval demonstrating the project's compliance with all State stormwater standards and requirements. The final drainage plan shall identify the water quality treatment and source control measures needed to ensure that stormwater runoff from the proposed project is adequately treated and peak flows do not exceed the capacity of the receiving storm drainage system.*	City of Oakley Public Works Director/City Engineer City of Oakley Engineering Department	Prior to approval of final project improvement plans	

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	provide substantial additional sources of polluted runoff.				
4.8-5	Substantially alter the existing drainage pattern of the site or area in such a manner as to impede or redirect flood flows, or in flood hazard, tsunami, or seiche zone, risk release of pollutants due to project inundation.	*4.8-5* *Prior to grading activities, the Improvement Plans shall show that the building pads of Building 2 and Building 3 are raised above the 100-year base flood elevation. A Hydrology Study shall be submitted for the review and approval of the City of Oakley Public Works Director/City Engineer. The Hydrology Study shall be reviewed in concert with the Improvement Plans to determine if the fill required as part of the proposed project would result in a base flood elevation increase of greater than one foot at surrounding properties.* *Should the Hydrology Study determine that a base flood elevation increase of greater than one foot would occur at surrounding properties, as part of the Improvement Plan submittal process, the project applicant shall obtain a Conditional Letter of Map Revision Based on Fill from FEMA for the placement of Building 2 and Building 3 within the FEMA-identified Flood Hazard Zone AE within the North Development Area. A copy of the Conditional Letter of Map Revision Based on Fill from FEMA shall be submitted to the Public Works and Engineering Department prior to issuance of certificates of occupancy for Building 2 and Building 3.*	City of Oakley Public Works Director/City Engineer	Prior to approval of Improvement Plans	

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Chapter 4.10 - Noise					
4.10-2	Generation of a substantial permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.	*4.10-2(a) Prior to approval by the City Engineer of the final Improvement Plans for the proposed project, the Improvement Plans shall include the following requirements:* • *Eight-foot-tall sound walls shall be constructed along portions of the northern boundary of the North Development Area, in the location indicated in Figure 4.10-5 and the Environmental Noise Assessment.* • *The noise barrier wall shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials or equivalent materials, as approved by the City engineer, that achieve the required total height and acoustical attenuation. Wood shall not be used due to eventual warping and degradation of acoustical performance. The barrier height shall be relative to the commercial building pads or the nearby residences, whichever is greater.*	City Engineer	Prior to approval by the City Engineer of final Improvement Plans	
		4.10-2(b) Prior to approval by the City Engineer of the final Improvement Plans for the proposed project, the Improvement Plans shall indicate that development of the proposed project includes installation of quiet pavement at the following roadway segments, as indicated in Figure 4.10-6 and the Environmental Noise	City Engineer	Prior to approval of Improvement Plans	

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			Assessment prepared for the proposed project by Saxelby Acoustics: *1. Main Street from Bridgehead Road to Sandy Lane; and* *2. Big Break Road, north of the at-grade railroad crossing.* *The pavement would be required for any portion of the roadway passing a noise-sensitive use, and for a distance of 100 feet on either side of the sensitive-use.*			
4.10-4	Generation of a substantial permanent increase in ambient noise levels associated with development of the proposed project in combination with future development.	*4.10-4*	*Implement Mitigation Measures 4.10-2(a) and 4.10-2(b).*	See Mitigation Measures 4.10-2(a) and 4.10-2(b)	See Mitigation Measures 4.10-2(a) and 4.10-2(b)	
Chapter 4.12 – Transportation						
4.12-1	Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.	*4.12-1*	*Prior to the issuance of grading and building permits, the project applicant shall prepare a Construction Traffic Management Plan for review and approval by the City Engineer. The requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:* • *A project staging plan to maximize on-site storage of materials and equipment;* • *A set of comprehensive traffic control measures, including scheduling of*	City Engineer	Prior to issuance of grading and building permits	

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		major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drivers; and designation of construction access routes; • *Provisions for maintaining adequate emergency access to the project site;* • *Permitted construction hours, per City of Oakley standards;* • *Designated locations for construction staging areas;* • *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations;* • *Signs posted at the entrances to the construction sites noting who to contact if there are questions or concerns, along with a contact phone number; and* • *Provisions for street sweeping to remove construction-related debris on public streets.*			
4.12-2	Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.	*4.12-2* *Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:* • *In accordance with the 2022 California Green Building Code:* ○ *Short-term bicycle parking (bicycle racks) for at least five percent of the number of*	City Engineer	Prior to approval of Improvement Plans	

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		vehicle parking spaces shall be provided onsite; and ○ *Long-term bicycle parking (bicycle lockers) for at least five percent of the tenant employees working onsite shall be provide onsite.* • *Consistent with Figure 3-8 Bikeway Network Plan of the City of Oakley General Plan:* ○ *A Class I bicycle path shall be installed along the project's Big Break Road frontage;* • *Crosswalks and actuated pedestrian signals shall be installed at the intersection of Live Oak Avenue and Main Street on all four approaches;* • *Crosswalks shall be installed at the intersection of Big Break Road and Vintage Parkway on all four approaches;* • *The proposed sidewalk on Main Street shall be extended from the eastern edge of the project site to the intersection of Main Street and Big Break Road; and* • *Sidewalks shall be provided along all primary internal roadways.* ○ *A Class II bicycle lane shall be along the project's Bridgehead Road frontage, consistent with Figure 3-8 Bikeway Network Plan of the*			

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		City of Oakley's General Plan; and ○ *Class IV separated bikeway along the project's Main Street frontage.* *Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City Engineer.*			
4.12-4	Substantially increase hazards to vehicle safety due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	*4.12-4(a) Prior to Improvement Plan approval, the Improvement Plan for the proposed project shall be reviewed by the City Engineer to ensure that adequate sight distance is maintained at all project driveways. Objects greater than three feet in height (i.e., landscaping, monument signs, etc.) shall not be allowed within the sight distance triangles at project driveway intersections. Particular attention should be given to the northern project driveway on Bridgehead Road.* *4.12-4(b) Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:* • *The proposed westernmost driveway on Main Street shall be relocated to the east. The driveway shall have a minimum separation of 250 feet from the existing Dutch Bros. Coffee driveway to provide for adequate and safe operations without conflicts;*	City Engineer City Engineer	Prior to approval of Improvement Plans Prior to approval of Improvement Plans	

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		• *The proposed internal "horseshoe shaped" intersection located north of the intersection of Main Street and Live Oak Avenue shall be redesigned to include a 90-degree intersection of internal streets with the maximum amount of throat depth possible. The intersection shall have a minimum throat depth of 200 feet;* • *The two proposed eastern driveways on Main Street shall be relocated to align with existing streets on the south side of the roadway to eliminate turning conflicts and clarify right of way; and* • *R5-2 "No Trucks" signs shall be installed on internal roadways at the locations illustrated on Figure 4.12-4. Installation of the signs shall be required to prevent trucks from exiting the project site by way of Big Break Road during project operation, where heavy trucks are prohibited.* *Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City of Oakley City Engineer.*			

PLANNING COMMISSION
RESOLUTION NO. 3-26

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKLEY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF OAKLEY ADOPT THE NECESSARY ORDINANCES AND RESOLUTION MAKING FINDINGS AND APPROVING THE PROJECT KNOWN AS "BRIDGEHEAD INDUSTRIAL PROJECT (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)"

WHEREAS, on December 13, 2023, Oxfoot Oakley LLC ("Applicant") filed an application requesting approval of:

1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI);

2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan;

3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots;

4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet;

5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and

6) a Development Agreement (DA 2025-01) ("Project").

Certification of the Project's Environmental Impact Report (SCH# 2024050471) will also be considered. The northern and southern portions are bisected by the BNSF railroad tracks and known as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015).

WHEREAS, on March 26, 2025, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project site is designated Light Industrial (LI) (North Development Area) and Commercial (CO) (South Development Area) on the Oakley General Plan Land Use Map, and zoned BPL (Business Park Low) District (North Development Area) and SP-2 (River Oaks Crossing Specific Plan) District (South Development Area); and

WHEREAS, on or before January 9, 2026, the Notice of Public Hearing for the Project was duly noticed in the East Bay Times, a newspaper of general distribution, was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site, and was mailed and emailed out to outside agencies, interested parties, and to parties requesting such notice; and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted this resolution to recommend approval of the Tentative Map Extension to the City Council; and

WHEREAS, as part of the Project recommendation to the City Council, the Planning Commission adopted Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the Planning Commission makes the following additional findings in support of the Project approval:

A. Regarding the application requesting approval of a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI), the Planning Commission finds that:

   1. Redesignation of the South Development Area from CO to LI would not result in any internal inconsistencies within the General Plan, in that the LI designation is an existing designation in the General Plan and it exists on the North Development Area and on the Oakley Logistics Center project located north and west of the Project site; and

2. The General Plan Amendment would align with applicable existing goals, policies and implementation programs in the General Plan:

   a. The South Development Area lies within an area identified in the General Plan as the "Northwest Oakley Special Planning Area", which the General Plan envisions as the primary employment center within Oakley; and

   b. The General Plan indicates that the Light Industrial designation is intended to accommodate a wide variety of light manufacturing and warehousing and distribution uses, providing the City with the flexibility to accommodate a broader array of employment uses than the Business Park designation;

   c. The Amendment would align with General Plan Policy 2.1.6: Promote the placement of the most intensive non-residential development (Commercial, Business Park, and Light Industrial) in the Northwest Oakley Planning Area, in that the amendment would allow for the proposed project to exist on the South Development Area which is located in the Northwest Oakley Special Planning Area.

   d. The Amendment would align with General Plan Policy 2.4.1: Encourage the development and intensification of employment centers, including high quality, professional office campuses, business parks, and industrial parks, along with related mixed-use development and open spaces. The centers shall be located in areas fully served by public facilities and services, located along major arterials with easy freeway access and with access from public transit, and accessible to bicyclists and pedestrians, in that the amendment would allow the South Development Area to be developed with the project. The South Development Area is located on Main Street, a major arterial within the City, and it is located near easy freeway access.

   e. The Amendment would align with General Plan Policy 2.4.2: Ensure there is adequate land available to accommodate desired industrial development. This includes light industrial and utility energy uses in appropriate locations, and excludes heavy industrial uses, in that the amendment would increase the availability of developable light industrial land with access to utilities with the vision to be developed with desirable, job producing light industrial uses.

3. The Amendment would allow for the entirety of the project to come to fruition, which would provide for additional light industrial land in an area envisioned by the Oakley General Plan for such land use, mainly due to its proximity to other similar uses, access the Main Street, and proximity to State Route 160.

4. The Amendment would place an existing Land Use Designation on the property thereby maintaining internal consistency within the General Plan. It would not inherently create detrimental conditions for the community's public health, safety, and welfare in that the types of uses permitted in the Light Industrial designation are not inherently more detrimental than those permitted in the Commercial designation (i.e. each proposed use is unique in its impact on surrounding uses and the environment and this entire project has been analyzed under the California Environmental Quality Act).

B. Regarding the application requesting approval of a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan, the Planning Commission finds that:

1. Consistent with the applicable evaluation criteria found in Oakley Municipal Code section 9.1.1002 Planned Unit Development (P-1), part h.4.c:

   a. Given favorable market conditions, the applicant intends to start construction within two years from the effective date of the zoning change and plan approval;

   b. The proposed planned unit development is consistent with the General Plan, in that the Rezone to P-1 (Planned Unit Development) District would allow for a consistent set of development and use regulations throughout the entire project in a manner consistent with the existing and proposed Light Industrial Land Use Designation; and

   c. The proposed planned unit development is fully in conformity with the applicable performance standards therein, and will constitute an efficient and well organized development, with adequate provisions for truck access service and necessary storage.

2. Consistent with the applicable standards pertaining to Rezone applications found in Oakley Municipal Code section 2.4.012 Rezoning, part d:

a. The change proposed will substantially comply with the General Plan, in that the planned unit develop will include uses and development regulations applicable to light industrial development at the scale proposed by the project, which would comply with the underlying General Plan designation of Light Industrial (existing and as proposed);

b. The uses authorized or proposed in the land use district are compatible within the district and to uses authorized in adjacent districts, in that the types of uses permitted in the Proposed P-1 District include truck and trailer parking and storage, general warehousing, high-cube warehousing, cold storage warehousing, fulfillment center, parcel hub, automated sorting center, distribution and logistics facility, transload facility, general manufacturing, office, data center, and industrial battery storage. The PUD also includes definitions and characteristics of each of those uses;

c. Community need, but not necessarily future financial success, has been demonstrated for the use proposed, in that the City of Oakley General Plan envisions the area the project lies within as an employment center and the proposed P-1 District will allow for a planned development with consistent design and internal circulation, and uses compatible with light industrial job creation.

C. Regarding the application requesting approval of a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots, the Planning Commission finds that:

1. The proposed Tentative Map (Subd. 9694) has been reviewed for compliance with all applicable codes in the Subdivision Map Act and City's Subdivision Ordinance. The applicant has proposed the P-1 District which allows the project to develop its own unique development standards. The Final Development Plan (part of the applicant's plans and proposed PUD document) lists the specific development standards applicable to the project. The Tentative Map, as proposed meets all applicable codes and regulations.

2. The proposed Tentative Map, together with the provisions of its design and improvements, is consistent with the Zoning Code and Project's P-1 District, and applicable General Plan land use designations, in that it allows for orderly development in a light industrial area that meets the vision of the General Plan;

3. The site is physically suitable for the project, in that it is accessible from two streets identified in the General Plan as a Major Arterial (Main Street and Bridgehead Road) and one as a Minor Arterial (Big Break Road);

4. The site is not physically constrained, in that the site is relatively flat and is large enough in size to accommodate all required parking, landscaping, and stormwater treatment facilities;

5. The design of the subdivision and type of improvements are not likely to cause serious public health problems. Construction and grading of the project are subject to building or grading permits, and violations of any such permits are subject to appropriate enforcement;

6. The design of the subdivision includes the construction of improvements within public right-of-way that are consistent with the City's design standards; and

7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

D. Regarding the application requesting approval of a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet, pursuant to the Standards for Design Review Applications (Oakley Municipal Code section 9.1.1604 Design Review, part f), the Planning Commission finds that:

1. Site planning, including building siting (location), setback and orientation; entries, circulation and parking; landscape setbacks and buffers; and location of trash, loading and service areas, and mechanical equipment have all been analyzed and found to be consistent with the City of Oakley Commercial and Industrial Design Guidelines and the P-1 District regulations for the proposed project;

2. Architecture will comply with the Design Guidelines, in that the conceptual building designs show tilt-up concrete buildings that will feature unique design and detailing between the North and South Development Areas in a manner that complement each other. Building facades along Main Street, Bridgehead Road and Big Break Road will feature additional architectural detailing to create a more visually interesting appearance. This includes office area offsets, added variation in articulation and colors, and a higher glass to wall ratio at the corner where there are typically building entrances.

3. Landscaping and site elements will comply with the Design Guidelines, in that significant landscaping, including trees for screening and parking lot shade, is proposed throughout the site, along the adjacent roadways, and in general landscape areas. Vinyl clad fencing will be used for a majority of the perimeter with the exception of a portion of the northern boundary where a masonry, or similar material, sound wall will be installed; and

4. Streetscapes will be improved along the project frontages in compliance with the City of Oakley Standard Details, including curb, gutter, and sidewalk along the project's Main Street, Bridgehead Road, and Big Break Road frontages.

E. Regarding the application requesting approval of a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances, the Planning Commission finds that:

1. The proposed Master Sign Program complies with the General Standards for Approval for sign permits, pursuant to Oakley Municipal Code section 9.5.116 Sign Permits, part b, in that:

a. The materials, colors, design, height, size and scale of the signs are visually compatible with the structures, site, and uses to which the signs correspond, and the neighborhood in which the sign is located;

b. The placement and size of the signs will not threaten or impair the safety of pedestrians, bicyclists, or motorists;

c. The signs are of professional quality and are clear and legible;

d. The height and size of the letters and graphics on the signs enable pedestrians and motorists to readily identify the messages, facility or site from a sufficient distance that will enable them to safely and conveniently read the message or access the facility or the site;

e. The signs do not unreasonably impair the visibility of existing signs on adjacent property; and

f. The signs comply with the purpose and standards of the City's Sign Ordinance (Chapter 9.5 of the Oakley Municipal Code).

F. Regarding the application requesting approval of a Development Agreement (DA 2025-01), pursuant to Oakley Municipal Code section 9.3.016 Determination By Planning Commission, the Planning Commission finds that the Proposed Development Agreement:

1. Is consistent with the objective, policies, general land uses and programs specified in the General Plan;

2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;

3. Is in conformity with public convenience, general welfare and good land use practice;

4. Will not be detrimental to the health, safety and general welfare; and

5. Will not adversely affect the orderly development of property.

G. The Project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the resolution recommending the City Council certify the Project EIR, the above Findings and the Record, the Planning Commission recommends the City Council approves the Applicant's request for approval of the project titled, "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)," subject to the following Conditions of Approval:

Conditions of Approval

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the Applicant's Plans date stamped received by the Planning Division on July 22, 2024, the Applicant's Project Description dated March 25, 2025, the Applicant's Planned Unit Development dated March 20, 2025, and the Development Agreement attached to the Project Staff Report, as well as additional information acquired since that time and made a part of the project file.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED (BOLD CONDITIONS ADDED OR AMENDED AT PUBLIC HEARING):

Planning Division Conditions

General:

1. This project is approved, as shown on the Applicant's Plans date stamped received by the Planning Division on July 22, 2024, the Applicant's Project Description dated March 25, 2025, the Applicant's Planned Unit Development dated March 20, 2025, and the Development Agreement attached to the Project Staff Report, all as conditioned herein.

2. This approval shall be effectuated within the term of the Development Agreement executed for the project. Should the Development Agreement not be executed, the approvals shall be subject to the applicable terms for each entitlement included in the Oakley Municipal Code. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the applicable section of the Oakley Municipal Code.

3. All construction drawings and plot plans submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council and as conditioned herein.

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

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

6. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.

7. All mitigation measures addressed in the Project's certified Environmental Impact Report ("EIR") (SCH No. 2024050471), consisting of the Draft EIR and Final EIR, shall be implemented as outlined in the Mitigation Monitoring Program included in the Final EIR, per the review and approval of the Community Development Director or other assigned monitoring party.

8. The Applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

9. All development regulations and use allowances for the project shall be subject to the Project's approved Rezone consisting of a P-1 District and accompanying Planned Unit Development document. In the event a development regulation or use is not covered in the P-1 District, the LI (Light Industrial) District shall be used, subject to the final determination by the Community Development Director.

Planned Unit Development:

10. **Section 7 "Permitted and Conditionally Permitted Uses" of the Project's Planned Unit Development (PUD) shall be modified so the use of "Data Center" is listed as a Conditionally Permitted Use as opposed to a Permitted Use. This can be done by replacing the "P" in Table 2 to "CUP" and for additional clarity, including information explaining what "P" and "CUP" represent.**

Site Plan:

11. All passenger vehicle parking spaces shall be double striped. Width for each parking space may be measured from the center point of the double striping. Double striping shall have a minimum four-inch gap between stripes.

12. Parking stalls and drive aisles shall comply with the regulations found in OMC section 9.1.1402 "Off-Street Parking," subject to review and approval by the Community Development Director.

13. A final lighting and photometric plan shall be submitted with the building permit plans. The minimum requirement shall be one foot of candlelight within public parking areas and pedestrian pathways.

14. Details for onsite light poles shall be included in the building permit plans submittal and shall include spec sheets showing maximum height of the poles. Bases shall be textured and painted to complement the building architecture. Light poles shall be a maximum height 30 feet and shall provide glare shields where adjacent to other properties or near existing residences, per the review and approval of the Community Development Director.

15. Trash enclosures shall match Oakley Disposal and City standards and shall provide adequate space to accommodate both trash and recycling. Also, trash enclosures shall be constructed with a roof to match the building design and materials, have metal gates, and when appropriate be surrounded by screening landscaping and/or climbing vines on three sides per the review and approval of the Community Development Director.

16. Storage shall be contained inside the respective buildings. Storage containers are not allowed and pallets, boxes, cardboard etc. shall not be stored outside.

17. The sound wall to be installed along a portion of the northern property line of the North Development Area shall be decorative in design and color to match the general architecture and colors of the main buildings. Smooth-surfaced, concrete-colored CMU is not permitted.

Architectural Details:

18. Roof-mounted equipment shall be architecturally screened from view.

19. All exterior light fixtures shall be of the same or similar design to those proposed in the Applicant's Plans, subject to the review and approval of the Community Development Director. Specs for the exterior fixtures, including building lights, shall accompany the construction drawings for building permits, and be subject to review and approval of the Community Development Director.

Landscaping:

20. A landscaping and irrigation plan for all front yard, right-of-way, parks, open space, and trail landscaping shall conform to the Oakley Water Efficient Landscape Ordinance ("WELO"), and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance by including the following signed statement on the cover sheet or same sheet as the WELO calculations in a visible text box: "These plans are certified to conform to the Oakley Water Efficiency Landscape Ordinance."

21. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of 15-gallon and 24-inch box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.

22. All landscaped areas not covered by shrubs or groundcover shall be covered with bark or acceptable alternative as reviewed and approved by the Community Development Director. On slopes greater than 3 to 1, the Applicant shall use an alternative to bark per the review and approval of the Community Development Director. Areas covered with bark shall use a weed barrier.

23. The Applicant shall maintain all private landscaping until occupancy, or as specifically indicated elsewhere in these conditions of approval.

Signage:

24. All signage shall be consistent with the adopted Master Sign Program. Signs that comply with a Master Sign Program are still subject to Planning review and building permits. Modifications to the Master Sign Program may be subject to City Council approval.

Waste Management Plan:

25. The Applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

Building Division Conditions

26. The Applicant shall provide proof of compliance with CalGreen Code related to the total number and type of electric vehicle (EV) capable spaces and electric vehicle charging stations (EVCS) for the entire shopping center. The proposed project is subject to the nonresidential standards set forth in Section 5.106.5.3.1 and 5.106.5.3.2 of the CALGreen Code. Pursuant to Section 5.106.5.3.1 and 5.106.5.3.2, the proposed project would be required to provide the number of EV capable and EVCS spaces based on the total number of parking spaces in accordance with table 5.106.5.3.1. The Applicant may exercise the alternative power allocation method in section 5.106.5.3.6 which may result in a lower criterion for the total number of EV capable and EVCS spaces required to meet CALGreen standards in accordance with table 5.106.5.3.6. Modifications to the EV parking and charging spaces may be approved by the Community Development Director provided that compliance with the CalGreen Code requirements are maintained.

27. Plans shall meet the currently adopted California Codes as well as the newest T-24 Energy requirements from the State of California Energy Commission. To confirm the most recently adopted codes please contact the Building Division at (925) 625-7005.

28. Prior to requesting a Certificate of Occupancy from the Building Division, all Conditions of Approval required for occupancy must be completed. When the Public Works Division and the Planning Division place Conditions of Approval on the project, those divisions will sign off on the project prior to the request for a Building division final inspection. Similarly, if the Health Department and/or Fire Department reviewed and approved the original plans, those departments must sign off on the project prior to the request for a final inspection by the Building Division.

PUBLIC WORKS AND ENGINEERING CONDITIONS OF APPROVAL

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE APPROVAL OF AN ENCROACHMENT AND/OR GRADING PERMIT:

29. GENERAL. All public improvements shall be made according to the latest adopted City Standard Drawings and Specifications. All work shall conform to the applicable City ordinances. The adjacent public right-of-way shall be kept clear of all job-related dirt and debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless a special permit is

issued. The developer's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the City performing the required maintenance at the developer's expense. All conditions of approval shall be satisfied by the owner(s)/developer(s). All costs associated with compliance with the conditions shall be at the owner(s)/developer(s)'s expense.

30. ENCROACHMENT PERMIT. All work in the public right-of-way, including any blockage or partial closure of sidewalks will require an Encroachment Permit. Special provisions such as limitations on work hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.

31. GRADING PERMIT. All earthwork must comply with the City's Grading Ordinance. A Grading Permit must be issued by the public works department prior to site disturbance.

32. PUBLIC WORKS INSPECTIONS. The developer or their representative shall notify the Engineering Inspector at least forty-eight (48) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all improvements in approved plans. Failure to do so will result in rejection of work that was completed without inspection.

33. PRECONSTRUCTION MEETING. Prior to issuance of any permit or the commencement of any site work, the general contractor shall:

    a. Along with the project applicant, attend a pre-construction meeting with the City Engineer to discuss the project conditions of approval, working hours, site maintenance and other construction matters.

    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them prior to commencing work and that a copy of the project conditions of approval will be posted on site at all times during construction.

34. CONSTRUCTION STREET PARKING. No vehicle having a manufacturer's rated gross vehicle weight exceeding ten thousand (10,000) pounds shall be allowed to park on the portion of a street which abuts property in a residential zone without prior approval from the City Engineer.

35. EROSION CONTROL. Interim and final erosion control plans shall be prepared and submitted to the Public Works Department. A Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the State SMARTS system for projects disturbing more than one acre and obtain a WDID number. A maximum of two weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season.

Interim erosion control measures, to be carried out during construction and before installation of the final landscaping shall be included. Interim erosion control method shall include, but are not limited to: silt fences, fiber rolls (with locations and details), erosion control blankets, City standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months. The grading, drainage, erosion control plans and SWPPP shall comply with applicable measures contained in the City of Oakley's NPDES Permit.

36. DUST CONTROL. Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the City, or a minimum of three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites to ensure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets will be cleaned by street sweepers or by hand as often as deemed necessary by the City Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept daily during the workweek to the satisfaction of the City. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed 25 MPH. All trucks hauling soil, sand, or other loose debris shall be covered.

37. FIRE CONTROL. The project developer shall keep the site free of fire hazards from the start of construction until final inspection. The plan must adhere to the satisfaction of the Contra Costa Fire District.

38. SILT AND MUD IN PUBLIC RIGHT-OF-WAY. It is the responsibility of contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up daily. Mud, silt, concrete, and other construction debris SHALL NOT be washed into the City's storm drains. Construction entrances must be in place per the Erosion Control Plan.

39. TRAFFIC CONTROL PLAN. The project sponsor will be required to work with the Public Works Department to develop a traffic control plan per the current California MUTCD. This plan will include, but not be limited to, the following measures:

    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, and special events. The schools located on the haul route shall be contacted

to help with the coordination of the trucking operation to minimize traffic disruption.

b. Flag persons shall be placed at locations necessary to control one-way traffic flow, if required. All flag persons shall have the capability of communicating with each other to coordinate the operation.

c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation and lane closures on main arterial and collector streets, and will be permitted only between the hours of 8:30AM to 2:30PM on M, T, TH & F. 8:30AM to 12:00PM on W.

d. The traffic control plan shall be reviewed for compliance with the project's Haul Route, approved by the City of Oakley.

e. A full road closure will require a detour plan and a road closure permit issued by the Public Works Department.

40. CONSTRUCTION MANAGEMENT PLAN. The Applicant shall submit a construction management plan that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, construction trailer, and proposed outhouse locations. The public street shall not be used for any construction related activities, including parking for workers and storage of vehicles. The Traffic Control Plan shall be consistent with the Construction Traffic Plan as required in the Project EIR Mitigation Measure 4.12-1.

41. RESTORATION OF PUBLIC IMPROVEMENTS. The developer shall repair or replace all existing improvements not designated for removal that are damaged or removed because of developer's operations. Improvements such as, but not limited to: curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc. shall be repaired and replaced to a condition equal to or better than the original condition. Existing improvement to be repaired or replaced shall be at the direction of the Public Works & Engineering Inspector and shall comply with all Title 24 Disabled Access provisions. Developer shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.

42. SIDEWALK REPAIR. The developer shall repair and replace to existing City standards any sidewalk damaged now or during construction of this project. Sidewalk repair shall match existing color, texture, and design, and shall be constructed per City Standard Details. The limits of sidewalk repair will be determined by the Public Works Inspector during the construction phase of the project.

43. CURB AND GUTTER. The developer shall repair and replace, to existing City standards, any curb and gutter damaged now or during construction of this project. New curb and gutter shall be constructed per City Standard Details. The limits of curb and gutter repair will be determined by the Public Works Inspector during the construction phase of the project.

44. CONSTRUCTION NOISE. Between the hours of 7:30 a.m. to 5:30 p.m., weekdays and 9:00 a.m. to 5:30 p.m. weekends and holidays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA. Pickup and delivery of materials and equipment is restricted to the hours listed above unless prior written approval is obtained by the Public Works Department.

45. GOOD HOUSEKEEPING. Good housekeeping practices shall be observed at all times during the course of construction. Superintendence of construction shall be diligently performed by a person or persons authorized to do so at all times during working hours. The storing of goods and/or materials on the sidewalk and/or the street will not be allowed unless a special permit is issued by the Engineering Division. The adjacent public right-of-way shall be kept clear of all job-related dirt and debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless a special permit is issued. The developer's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the City performing the required maintenance at the developer's expense.

46. SITE SUPERVISION. The General Contractor shall provide qualified supervision on the job site at all times during construction.

47. TREE REMOVAL. Copies of all necessary tree removal permits shall be provided prior to issuance of a grading permit.

48. EASEMENTS. Owner/Applicant/Developer shall provide copy of recorded Grant of Easements and/or land acquisitions and duly executed rights of entry for all permanent and temporary construction of improvements required for the project and shall fully comply with their requirements.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE APPROVAL OF THE GRADING PLAN:

49. EXISTING WELLS. All abandoned or inactive wells on the subject site shall be destroyed in accordance with the required abandonment wells standards by the agencies responsible for the wells. Provide documentation that any gas wells located onsite have been abandoned per regulations.

50. GEOLOGY AND SOIL MITIGATION MEASURES. A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. The soils report shall include specific criteria and standards governing site grading, drainage, pavement design, retaining wall design, and erosion control. All recommendations of the investigation shall be incorporated into project plans. One copy of the geologic report shall be submitted with the grading permit and public improvement application. Prior to issuance of any permit, the applicant's soils engineer shall review the final grading and drainage plans to ensure that designs for foundations, retaining walls, site grading, and site drainage are in accordance with their recommendations. The applicant's soils engineer's approval shall then be conveyed to the City either by letter or by signing the plans.

51. GRADING.

    a. Grade any slopes with a vertical height of four (4) feet or more at a slope of 3H to 1V. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.

    b. Retaining wall or other suitable option acceptable by the City Engineer is required where the grade differential between property or adjacent lots are greater than 6". Retaining walls are required to be identified on the grading plans and shall have a note stating a separate building permit is required for retaining wall greater than four (4) feet in height, measured from the bottom of footing to top of wall.

    c. At least one week prior to commencement of grading, the applicant shall post at the site and mail to the owners of property within 300 feet to the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with their name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall always be kept current and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility.

The names of the individual responsible for noise and litter control shall be expressly identified in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.

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

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

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

52. NPDES – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM. Comply with all rules, regulations and procedures of the NPDES for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, the Regional Water Quality Control Board (Central Valley – Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at www.cccleanwater.org

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

- Offer pavers for household driveways and/or walkways as an option to buyers.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City Standards.

- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.
- Prepare an Operations and Maintenance Manual for the project's storm water control measures.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE APPROVAL OF THE IMPROVEMENT PLAN:

53. PUBLIC IMPROVEMENTS. Construct the project streets within public right of way to City public road standards and as shown on the Tentative Map with the following exceptions:

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

    b. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree turns of project entrances can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic, then they shall be included in the improvement plans. Provide a minimum outside turning radius of 45 feet and a minimum inside turning radius of 28 feet within each cul-de-sac or knuckle. Show truck turning radius for garbage truck for garbage pickup.

54. PRIVATE IMPROVEMENTS. Private onsite improvement plans shall be prepared by a California registered civil engineer, reviewed, and approved by the City.

55. ROADWAY IMPROVEMENTS. The following improvements shall be installed by the developer. Plans for those improvements shall be prepared by a California registered civil engineer, reviewed, and approved by the City, to the satisfaction of the City Engineer.

    a. Main Street shall be improved to its ultimate roadway width including a landscaped median island per the City of Oakley Standard Plans. The developer must notify all affected businesses in the area with the installation of the median island. The developer may request to enter into a reimbursement agreement for construction costs related to the improvements associated with the landscaped median island per the Traffic Impact Fee Program.

b. Bridgehead Road shall be improved to its ultimate roadway width along the project frontage per the City of Oakley Standard Plans.

c. Big Break Road shall be improved to its ultimate roadway width along the project frontage per the City of Oakley Standard Plans.

d. Traffic Signal Improvements:

i. Modify the existing traffic signal at the intersection of Main Street and Live Oak Avenue to serve the access road to the project.

ii. Submit a traffic warrant for Bridgehead Road and the project site intersection based on build-out conditions. If a signal is deemed warranted, construct the necessary improvements to signalize the intersection to the satisfaction of the City Engineer.

iii. Submit a traffic warrant for Big Break Road and Vintage Parkway intersection based on build-out conditions. If a signal is deemed warranted, construct the necessary improvements to signalize the intersection to the satisfaction of the City Engineer.

e. Developer shall have a Traffic Engineer analyze the appropriate pedestrian safety improvements for the trail crossing Big Break Road to connect to the Big Break Regional Trail. The Traffic Engineer's analysis and proposed improvements shall be submitted to the City Engineer for review and approval. Upon approval by the City Engineer, the Developer shall construct the proposed trail crossing improvements prior to occupancy of the first building in the North Development Area.

f. Developer shall have a Traffic Engineer analyze the appropriate pedestrian safety improvements at the railroad crossing on Big Break Road. The Traffic Engineer's analysis and proposed improvements shall be submitted to the City Engineer for review and approval. Upon approval by the City Engineer, the Developer shall construct the proposed pedestrian railroad crossing improvements prior to occupancy of the first building in the North Development Area.

56. DRIVEWAYS AND DESIGN GEOMETRY. Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:

- The proposed westernmost driveway on Main Street shall be relocated to the east. The driveway shall have a minimum separation of 250 feet from the existing Dutch Bros. Coffee driveway to provide for adequate and safe operations without conflicts;

- The proposed internal “horseshoe shaped” intersection located north of the intersection of Main Street and Live Oak Avenue shall be redesigned to include a 90-degree intersection of internal streets with the maximum amount of throat depth possible. The intersection shall have a minimum throat depth of 200 feet;
- The two proposed eastern driveways on Main Street shall be relocated to align with existing streets on the south side of the roadway to eliminate turning conflicts and clarify right of way; and
- R5-2 “No Trucks” signs shall be installed on internal roadways at the locations illustrated on Figure 4.12-4. Installation of the signs shall be required to prevent trucks from exiting the project site by way of Big Break Road during project operation, where heavy trucks are prohibited.

Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City of Oakley City Engineer and be consistent with implementation of the Project EIR Mitigation Measure 4.12-4(b).

57. PEDESTRIAN AND BYCICLE FACILITIES. Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:

- In accordance with the 2022 California Green Building Code:
  - Short-term bicycle parking (bicycle racks) for at least five percent of the number of vehicle parking spaces shall be provided onsite; and
  - Long-term bicycle parking (bicycle lockers) for at least five percent of the tenant employees working onsite shall be provide onsite.
- Consistent with Figure 3-8 Bikeway Network Plan of the City of Oakley General Plan:
  - A Class I bicycle path shall be installed along the project’s Big Break Road frontage;
- Crosswalks and actuated pedestrian signals shall be installed at the intersection of Live Oak Avenue and Main Street on all four approaches;
- Crosswalks shall be installed at the intersection of Big Break Road and Vintage Parkway on all four approaches;
- The proposed sidewalk on Main Street shall be extended from the eastern edge of the project site to the intersection of Main Street and Big Break Road; and
- Sidewalks shall be provided along all primary internal roadways.
  - A Class II bicycle lane shall be along the project’s Bridgehead Road frontage, consistent with Figure 3-8 Bikeway Network Plan of the City of Oakley’s General Plan; and
  - Class IV separated bikeway along the project’s Main Street frontage.

Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City Engineer and be consistent with implementation of the Project EIR Mitigation Measure 4.12-2.

58. DRAINAGE IMPROVEMENTS.

a. Collect and convey all stormwater entering and /or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse.

b. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater basins to the City Engineer for review and approval. The report shall include an analysis of the downstream storm drain facilities to confirm adequate capacity exists to convey post construction flows. The report must include a narrative that describes the project's proposed overland release for storm water runoff. In the event of a failure of the project's storm drain system, the overland release path shall convey storm water runoff to a public street right-of-way or drainage channel. All structure finished floor elevations shall be designed to be a minimum of 12 inches above the 100-year storm elevation, or the overland release elevation.

c. The hydrology and hydraulic report must be submitted to and reviewed by the Contra Costa County Flood Control District. This project is subject to drainage improvements intended for Drainage Area 29H.

d. If runoff from the proposed project cannot be directed to flow into public street rights-of-way, the project will be required to obtain surface drainage easements from the adjacent private properties.

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

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

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

h. Dedicate a public storm drainage easement as required for the proposed relocation of the existing 84" storm drain.

i. On-site parking area and driveways shall not surface drain across public sidewalk or driveway aprons.

j. Proposed Buildings 2 and 3 must be protected from or removed from the Flood Zone. If this is to be accomplished by the placement of fill, a CLOMR must be processed with FEMA pursuant to the Project EIR Mitigation Measure 4.8-5.

59. SIGHT DISTANCE. For the project driveways' ingress and egress, provide an exhibit that will analyze the sight distance required for the appropriate speed limit identified with this project as required by the City Engineer.

Prior to Improvement Plan approval, the Improvement Plan for the proposed project shall be reviewed by the City Engineer to ensure that adequate sight distance is maintained at all project driveways. Objects greater than three feet in height (i.e., landscaping, monument signs, etc.) shall not be allowed within the sight distance triangles at project driveway intersections. Particular attention should be given to the northern project driveway on Bridgehead Road.

60. DESIGN CHANGES. The Applicant's registered Engineer shall notify the City Engineer, in writing, at least 72 hours in advance of all differences between the proposed work and the design indicated on the plans. Any proposed changes shall be subject to the approval of the City before altered work is started. A plan revision must be submitted for approval by the City Engineer.

61. JOINT TRENCH PLANS. The applicant shall submit Joint Trench Composite Plans to the City for review prior to approval of improvement plans or recordation of the final map. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. The joint trench plans shall include street and/or site lighting and associated photometrics. A letter shall be provided by PG&E stating that public streetlight billing will be per Rule LS2A, and that private lights shall be metered with billing to the owner. Pole numbers, assigned by PG&E, shall be clearly delineated on the plans.

62. UTILITIES & UNDERGROUNDING. The project is required to underground the existing overhead power and utility lines along the project's frontage at Main Street, Bridgehead Road, and Big Break Road.

a. Underground all new and existing power and utility distribution facilities per City of Oakley code section Title 6 Chapter 8 Underground Utility Districts.

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

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

d. A written approval from Diablo Water District and Iron House Sanitary District must be provided that all underground utility improvements have passed all testing requirements prior to commencement of paving a street.

63. STREETLIGHTS. Install streetlights along all public streets as required by the City Engineer. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. Streetlights shall be spun aluminum “cobra head” style as required by the City of Oakley Standard Plans.

64. LANDSCAPE IMPROVEMENTS. Each parcel must design landscape improvements that aligns with the maintenance responsibility boundary for each Parcel unless a formal Property Management Company/Owner’s Association will be responsible for common area landscaping for this project.

a. Prepare landscape plans for landscape improvements within the public right of way. Landscape plans shall be prepared by a licensed landscape architect.

b. Install public right-of-way landscaping along the project’s frontages as required by the City Engineer and Community Development Director.

c. Maintain all Main Street median landscaping until such time that the adjacent roadway improvements have been accepted for maintenance.

d. Prior to the issuance of certificate of occupancy, an inspection will be performed to verify the health and location of the street trees. Trees in poor health or those without adequate clearance from utilities will require replacement or relocation.

e. Landscaping at street corners must adhere to sight distance requirements.

65. FENCING. Any proposed fencing and walls shall be located on private property and maintained by the property owner(s) and/or Property Management Company/Owner’s Association. The design and placement of walls, fences, and sign features near intersections and driveways shall allow stopping site distance

per Caltrans standards and comply with the City's corner sight distance requirements.

66. GATE: Any proposed private gates are to be set be minimum 20' from all public and private streets, roads, and alleys.

67. SOUNDWALL. Soundwalls shall be installed within private property and not within public right of way.

68. MAINTENANCE EXHIBIT. Submit a maintenance exhibit showing the responsible maintenance entity of proposed subdivision improvements. Exhibit must clearly show which areas are to be maintained by the City of Oakley and areas to be maintained by the property owner(s) and/or Property Management Company/Owner's Association.

69. PHASING PLAN. Submit a phasing plan for the project streets to the City Engineer for review if the street improvements will be phased. The plan shall include provisions for temporary turn-around facilities and access to the occupied lots per the approval of the City Engineer and Fire District.

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

70. BONDS. The applicant shall supply suitable securities for all improvements that are a part of the development in a form acceptable to the City in the amount of 100% (performance), 50% (labor and material) prior to issuance of any permit.

71. FINAL MAP. Submit a Final Map prepared by a Licensed Land Surveyor. The final map shall be recorded, and the Subdivision Agreement must be executed before any building permits are issued. Insurance shall be provided per the terms of the Subdivision Agreement.

72. DEDICATIONS. The following shall be dedicated on the final map. The dedication shall be recorded before any permits are issued and under specific timelines listed below:

    a. Dedicate the required right-of-way along the project frontage on Main Street, Bridgehead Road, and Big Break Road as shown on the Tentative Map.

    b. Acquire the necessary private roadway easement and private utility easement through Industrial Way as shown in the Vesting Tentative Map, to connect with the private access road between Buildings 1 and 2 at the North Development Area. Failure to obtain such easements may limit the allowable uses in the North Development Area due to the lack of truck access to the North Development Area via Big Break Road.

c. Public Utility Easement (PUE): 10’ PUE beyond public right of way as required.

d. Ingress-egress, storm drainage easements, emergency access easements as required.

e. Any necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements shall be furnished to the City. Prior to the issuance of the first building permit, the applicant must provide the necessary documentation that any existing easements no longer necessary have been quitclaimed.

73. PRIVATE EASEMENTS. Agreements detailing rights, limitations, and responsibilities of involved parties shall accompany each private easement. The easements and associated agreements shall be recorded simultaneously with the final map.

74. UTILITY SETBACKS. Building foundations shall be set back from utility lines a sufficient distance to allow excavation of the utility without undermining the house foundation. The City Engineer shall determine the appropriate setback based on the depth of the utility, input from the project soils engineer, and the type of foundation.

75. UTILITY EASEMENTS. Deed restrictions shall be placed on lots containing utility easements, as applicable. The deed restrictions shall specify that no trees, fences, or hardscape are allowed within the easement boundaries, and that maintenance access must be provided. The City will assist and provide guidance for the deed language and the Applicant's surveyor shall prepare the legal description and plat. The Applicant shall pay any recordation costs.

76. PROPERTY MANAGEMENT COMPANY/OWNER’S ASSOCIATION: Prior to the sale of any lot or acceptance of site improvements, whichever occur first, Developer must formalize a Property Management Company/Owner’s Association for the project and define maintenance responsibility for each Parcel and adjacent public right of way. Conditions, Covenants and Restrictions (CC&R’s), shall be reviewed and approved by the City of Oakley and recorded. The formal document must be filed outlining the maintenance responsibility of private roadways, alleys and common landscape, private infrastructures and on-site storm drain systems within the development.

77. MAINTENANCE AGREEMENT. A Maintenance Agreement by and between the City of Oakley and the property owner(s) and/or Property Management Company/Owner’s Association must be prepared outlining the necessary

maintenance responsibilities between each parcel and adjacent public right of way concurrent with the recordation of the Final Map(s).

78. DRAINAGE FEES. Applicant shall comply with the drainage fee requirements for the designated Drainage Area as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of the Final Map approval.

79. ANNEXATIONS

    a. The applicant shall establish a funding mechanism to cover the ongoing financial impact their project has on fire protection services provided in the City. All costs associated with meeting this condition of approval shall be paid for by the applicant. Compliance with this requirement shall be to the satisfaction of the City Engineer and shall be completed prior to final map approval.

    b. The applicant shall establish a funding mechanism to cover the ongoing financial impact their project has on police services provided in the City. All costs associated with meeting this condition of approval shall be paid for by the applicant. Compliance with this requirement shall be to the satisfaction of the City Engineer and shall be completed prior to final map approval.

    c. The applicant shall establish a funding mechanism to cover the ongoing financial impact their project has on maintenance and operation services associated with public landscaping, parks, streetlighting, and stormwater facilities. All costs associated with meeting this condition of approval shall be paid for by the applicant. Compliance with this requirement shall be to the satisfaction of the City Engineer and shall be completed prior to final map approval.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT(S):

80. PAD CERTIFICATION. A letter from a licensed land surveyor stating that the building pad was constructed in accordance with the approved plans shall be provided prior to the issuance of the building permit.

81. FLOODPLAIN PERMIT. Submit a Floodplain Permit for structures proposed within the floodplain area. A floodplain permit or FEMA issued CLOMR shall be processed prior to the issuance of a Building Permit.

82. SOILS ENGINEER CONSTRUCTION OBSERVATION. During construction, all excavations and grading shall be inspected by the applicant's soils engineer prior to placement of concrete and/or backfill so they can verify that the actual

conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing should be documented in an “as-built” letter/report prepared by the applicants’ soils engineer and submitted to the City before any building permit is granted.

83. AGREEMENT FOR STORMWATER BEST MANAGEMENT PRACTICES INSPECTION AND MAINTENANCE OBLIGATIONS. The property owner/ Property Management Company/Owner’s Association shall enter into an agreement with the City for maintenance of the stormwater filtration devices required to be installed on this project. The agreement will specify that certain routine maintenance shall be performed by the property owner or Property Management Company/Owner’s Association and will specify device maintenance reporting requirements. The agreement will also specify routine inspection requirements, permits and payment of fees. The agreement shall be recorded prior to release of any occupancy permits.

84. Developer shall apply to and obtain the required permits from Ironhouse Sanitation District for new connections to the sewer main in Malicoat Avenue, and to Diablo Water District for new domestic water service connections to the water main in Malicoat Avenue.

85. AS-BUILT PLANS. After completion of the construction of all work, the original plans shall have all changes (change orders and field changes) clearly marked. The "as-built" plans shall again be signed and "wet-stamped" by the civil engineer who prepared the plans, attesting to the changes. The original "as-built" plans shall be reviewed and approved by the Engineering Inspector. A Mylar and AutoCAD disk of the approved "as-built" plans shall be provided to the City before acceptance of improvements.

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

    a. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03, update Resolution No 91-21);

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

    c. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03, updated Resolution No. 48-17);

d. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03, updated Resolution No. 48-17);

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

f. Fire Facilities Impact Fee (adopted by Resolution No. 24-21);

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

h. East Contra Costa County Habitat Conservation Plan Fee (adopted by Ordinance 6-23).

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

ADVISORY NOTES

The following Advisory Notes are provided to the applicant as a courtesy but are not a part of the conditions of approval. Advisory Notes are provided for the purpose of informing the applicant of additional ordinance requirements that must be met in order to proceed with development.

A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.

B. The project will require a grading permit pursuant to the Oakley Municipal Code.

C. The applicant shall comply with the requirements of Ironhouse Sanitary District.

D. The applicant shall comply with the requirements of the Diablo Water District.

E. The applicant shall comply with the requirements of the Contra Costa Water District.

F. The applicant shall comply with the requirements of the Contra Costa County Fire Protection District.

G. The applicant shall comply with the requirements of Contra Costa Environmental Health if subject to applicable permits.

H. The applicant shall comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.

I. This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, P.O. Box 47, Yountville, California 94599, of any proposed construction

within this development that may affect any fish and wildlife resources, per the Fish and Game Code.

J. The applicant shall be responsible for paying applicable CEQA filing fees for the County Clerk for the Notice of Determination as well as the State Department of Fish and Wildlife's Filing Fee.

K. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, The Planning Commission hereby recommends that the City Council adopt the Project titled "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01) and all associated entitlements thereto.

PASSED AND ADOPTED by the Planning Commission of the City of Oakley this 20th day of January 2026 by the following vote:

AYES: Goudie, Ireland, Price
NOES: Harvey, Oliveros
ABSTENTION:
ABSENT:

APPROVED:

Leonard Price

Leonard Price, Chair

ATTEST:

Kim Snodgrass

Kim Snodgrass, City Clerk

1/23/2026

Date

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL CERTIFYING THE BRIDGEHEAD INDUSTRIAL PROJECT ENVIRONMENTAL IMPACT REPORT (SCH. NO. 2024050471), MAKING CERTAIN FINDINGS CONCERNING MITIGATION MEASURES, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, MAKING FINDINGS CONCERNING ALTERNATIVES, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS

SECTION 1. Background

WHEREAS, the City of Oakley (the "City") prepared a Draft Environmental Impact Report (the "Draft EIR") for the Bridgehead Industrial Project, which involves the development of 10 light industrial buildings.

The approximately 164-acre project site, identified by Assessor's Parcel Numbers ("APNs") 037-020-007, 037-040-007, and -015, is bounded by Big Break Road to the east, Bridgehead Road to the west, and Main Street to the south in the City of Oakley, California. The Burlington Northern Santa Fe ("BNSF") railroad tracks bisect the project site, which is split into an approximately 87.6-acre North Development Area (APN 037-020-007) and an approximately 76.4-acre South Development Area (APNs 037-040-007 and -015). The North and South Development Areas are used primarily for vineyard production. Existing on-site buildings associated with the vineyards are located within the North Development Area. The South Development Area is located within the River Oaks Crossing Specific Plan Area. The City of Oakley General Plan designates the North Development Area as Light Industrial ("LI") and the South Development Area as Commercial ("CO"). The North Development Area is zoned Business Park Low ("BPL") District and the South Development Area is zoned River Oaks Crossing Specific Plan ("SP-2") District.

The proposed project would include the removal of the existing vineyard and associated buildings and subsequent construction of 10 light industrial buildings totaling approximately 3,117,777 square feet ("sf") of new building space, including approximately 3,045,777 sf of warehouse space and 72,000 sf of office space, as well as associated internal roadways, parking, landscaping, utilities, and other improvements.

The project requires the following discretionary approvals from the City: General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign Program, and Development Agreement; and

WHEREAS, the Draft EIR addresses the potential environmental effects associated with the project; and

WHEREAS, on May 10, 2024, the City published a Notice of Preparation ("NOP") for the project, which identified potentially significant environmental impacts attributable to the project, on which basis the City determined that an EIR was required; and

WHEREAS, the NOP provided notice of the City's determination, and solicited public input on the proposed scope and content of the EIR for the project; and

WHEREAS, on May 20, 2024, the City held a public scoping meeting to receive public comments on the scope and content of the EIR; and

WHEREAS, a Draft EIR with Technical Appendices, and a Notice of Availability, were prepared by the City and released for public review on September 19, 2025; and

WHEREAS, the Draft EIR was available for public comment for a period of at least 45 days as required by Section 21091 of CEQA, the close of the public comment period being November 3, 2025; and

WHEREAS, during the public comment period, the City received three letters commenting on the Draft EIR; and

WHEREAS, the City prepared the Final EIR for the Bridgehead Industrial Project, which included written responses to the comments received on the Draft EIR, pursuant to Section 15089 of the CEQA Guidelines; and

WHEREAS, the Final EIR and Draft EIR make up the Bridgehead Industrial Project EIR; and

WHEREAS, the Final EIR was distributed and made available to the public at City Hall and on the City website on January 9, 2026, and consists of a list of commenters, copies of all written comments received, responses to those comments that raise environmental issues, and any revisions to the text of the Draft EIR made in response to the comments, as required by Section 15132 of the CEQA Guidelines; and

WHEREAS, the project under consideration would include approval of the following:

- Approval of a General Plan Amendment (GPA 02-23) to redesignate the General Plan land use designation for the 76.4-acre South Development Area from CO to LI;
- Approval of a Rezone (RZ 04-23) to reclassify the zoning district for the North Development Area from BPL District to Planned Unit Development (P-1) District, and reclassify the zoning district for the South Development Area from SP-2 District to P-1 District;
- Approval of a Tentative Map (TM 10-23) to subdivide the three existing parcels, totaling 164 acres, into 10 lots;

- Approval of Design Review (DR 11-23) for site development and building architecture;
- Approval of a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and
- Approval of a Development Agreement (DA 2025-01).

WHEREAS, CEQA requires that, in connection with the approval of a project for which an EIR has been prepared which identifies one or more significant environmental effects, the decision-making agency make certain findings regarding those effects; and

WHEREAS, the EIR identifies potentially significant environmental impacts and related mitigation measures and a Mitigation Monitoring and Reporting Program has been prepared; and

WHEREAS, the EIR also identifies potentially significant environmental impacts that cannot be avoided by mitigation and for which the City must adopt a Statement of Overriding Considerations pursuant to CEQA; and

WHEREAS, the EIR reflects the City's independent judgment and analysis on the potential for environmental impacts; and

WHEREAS, the Draft EIR and Final EIR are separately bound documents, incorporated herein by reference, and are available for review in the City's Planning Division; and

WHEREAS, the City has received and considered the project EIR, made up of the Draft EIR and Final EIR, for the Bridgehead Industrial project (SCH No. 2024050471), that analyzed the potential environmental effects of the project; and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted 1) Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations, and 2) Planning Commission Resolution No. 3-26 recommending City Council approve the project titled, "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)," as conditioned; and

WHEREAS, on or before February 26, 2026, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the

library at Freedom High School located at 1050 Neroly Road, was posted to the City's website, and was mailed out to all owners of property within a 500-foot radius of the project's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 10, 2026, the City Council held a duly noticed public hearing on the project at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council held a vote and adopted this resolution certifying the Project EIR, making certain findings concerning mitigation measures, adopting a Mitigation Monitoring and Reporting Program, making findings concerning alternatives, and adopting a Statement of Overriding Considerations, as conditioned and revised by the City Council during its deliberations; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the project, shall continue in full force and effect unless amended or modified by the City.

SECTION 2. Findings

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council makes the following findings under the California Environmental Quality Act ("CEQA") (California Public Resources Code ["PRC"] Sections 21000-21177) and the CEQA Guidelines (California Code of Regulations ["CCR"], Title 14, Sections 15000-15387) relating to the project. The Findings provide the written analysis and conclusions of this City Council regarding the project's environmental impacts, mitigation measures, alternatives to the project, and the overriding considerations, which, in this City Council's view, justify approval of the project, despite its environmental effects.

Changes to Mitigation Measures. As described in the Final EIR (Chapter 3, Revisions to the Draft EIR Text) and in the responses to comments, Mitigation Measures 4.4-1 and 4.7-2(b) have been modified. The revision to Measure 4.4-1 serves to clarify that construction, surveys, and subsequent mitigation would be required if special-status plant species are found. The revision to Mitigation Measure 4.4-1 is for clarification only and does not affect the conclusions of the Draft EIR. The revision to Mitigation Measure 4.7-2(b) clarifies that groundwater testing shall be required if lead or asbestos are detected during soil sampling. The revisions to Mitigation Measure 4.7-2(b) would not affect the analysis or conclusions of the Draft EIR. Therefore, in accordance with CEQA and the CEQA Guidelines, recirculation of the EIR is not necessary based on changes or additions to the mitigation measures in the Final EIR.

Other Changes. Various minor changes and edits have been made to the text and tables of the Draft EIR, as described in the Final EIR. The changes represent minor clarifications and amplifications of the analysis contained in the Draft EIR and do not constitute significant new information that, in accordance with CEQA Guidelines Section 15088.5, would trigger the need to recirculate portions or all of the Draft EIR. The City

Council finds that these changes are of a minor, non-substantive nature and do not require recirculation of the EIR.

1) That, based on review and analysis of the EIR and other information in the record and the City has considered the information contained therein, including the written and oral comments received at the public hearings on the EIR, prior to acting upon or approving the project, the EIR has been completed in compliance with CEQA; and that the EIR represents the independent judgment of the City; and

2) That the EIR contains discussion of the potential impacts, level of significance of each impact, proposed mitigation for any impact found to be potentially significant, and factual findings relating to potential environmental impacts that could result from implementation of the project. The City Council hereby refers to the EIR as support for findings and recommendations made by the Council as the City's findings under CEQA (PRC Section 21000 *et seq.*) and the CEQA Guidelines (CCR, Title 14, Section 15000 *et seq.*) relating to the project; and

3) That the EIR provides the written analysis and conclusions of the City Council regarding the project's environmental impacts, mitigation measures, and alternatives to the project, and shall be referenced as findings for all impacts found to have no impact, be less than significant without mitigation incorporated, or be less than significant with mitigation incorporated; and

4) That pursuant to PRC Section 21081 and CEQA Guidelines Sections 15091 *et seq*., the City Council adopt and make the following statement of overriding considerations regarding the remaining unavoidable impacts of the project and the anticipated economic, social and other benefits of the project.

a) <u>Significant Unavoidable Impacts</u>

With respect to the foregoing findings, and in recognition of those facts which are included in the record, the City has determined the following:

- The project could result in significant and unavoidable impacts related to the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use (Chapter 4.2, Agricultural Resources, Impact 4.2-1 of Draft EIR); and
- The project could result in significant and unavoidable impacts related to a conflict with or obstruction of implementation of the applicable air quality plan during project operation (Chapter 4.3, Air Quality and Greenhouse Gases, and Energy, Impact 4.3-2 of Draft EIR); and
- The project could result in cumulatively considerable, significant and unavoidable impacts related to a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors) (Chapter

4.3, Air Quality and Greenhouse Gases, and Energy, Impact 4.3-6 of Draft EIR).

The above impacts cannot be avoided or substantially reduced by feasible changes or alterations to the project, other than the changes or alterations already adopted.

b) <u>Alternatives</u>

Summary of Discussion of Alternatives in the Final EIR

Pursuant to Section 15126.6 of the CEQA Guidelines, the EIR evaluated five potential alternatives to the project. The EIR examined the environmental impacts of each alternative in comparison with the project and the relative ability of each alternative to satisfy project objectives.

Findings Relating to Alternatives

In making these findings, the City Council certifies that it has independently reviewed and considered the information on alternatives provided in the EIR, including the information provided in comments on the Draft EIR and the responses to those comments in the Final EIR. The Draft EIR describes and evaluates in detail five alternatives to the project. A summary of each alternative, its relative characteristics, and documentation of the City Council's findings in support of rejecting the alternatives as infeasible are presented below.

The City Council finds that the alternatives are unable to satisfy the project objectives to the same degree as the project. The City Council further finds that, on balance, none of the remaining alternatives have environmental advantages over the project that are sufficient to justify approval of such an alternative instead of the project, in light of each such alternative's inability to satisfy the project objectives to the same degree as the project. Accordingly, based on impacts identified in the EIR, the City Council determines to approve the project instead of approving one of the remaining alternatives.

Description of Project Objectives

The project objectives are as follows:

- To construct and operate light industrial and logistics buildings and potentially data centers to provide for an underserved local demand.
- To construct a project that has access to existing infrastructure.
- To construct a project that provides short-term construction and long-term employment opportunities to local and regional residents thereby improving the City's job/housing balance.
- To develop a project that is developed in a visually pleasing manner.
- To develop a project that increases contributions to the City's tax base and diversifies the local economy.

- To develop a project that attracts high quality customers and tenants to the City thereby diversifying the local economy.

Discussion and Findings Relating to the Alternatives Evaluated in the Draft EIR

Chapter 7, Alternatives Analysis, of the Draft EIR evaluates the following five alternatives, which are summarized below:

1) No Project (No Build) Alternative;

2) No Project (Buildout Pursuant to General Plan) Alternative;

3) Agricultural Resource Preservation Alternative;

4) Mixed-Use Alternative; and

5) Reduced Intensity Alternative.

1) No Project (No Build) Alternative.

The City has decided to evaluate a No Project (No Build) Alternative, which assumes that the current conditions of the project site would remain, and the site would not be developed. As described in the Draft EIR, the site consists of generally flat land cultivated with vineyards in the City of Oakley. Existing on-site buildings associated with the vineyards are located within the North Development Area. An existing 84-inch storm drain line runs north-to-south within the North Development Area and an existing 54-inch storm drain line runs north-south within the South Development Area. An existing 35-foot drainage easement and an overlapping 45-foot temporary construction easement are centered in the middle of the existing pipe within the North Development Area. An existing 15-foot easement for the existing pipe and a 45-foot temporary construction easement are located within the South Development Area. The No Project (No Build) Alternative would not meet any of the project objectives.

The environmental benefits that would be achieved with this Alternative are outweighed by its failure to achieve any of the project objectives, and the City rejects this alternative.

2) No Project (Buildout Pursuant to General Plan) Alternative.

The No Project (Buildout Pursuant to General Plan) Alternative would consist of buildout of the project site according to the current City of Oakley General Plan land use designations. The City of Oakley General Plan designates the North Development Area as LI and the South Development Area as CO. The amount of light industrial area would be reduced under the Alternative by 76.4 acres (164 acres versus 87.6 acres) in comparison to the proposed project, and the Alternative would result in 76.4 acres of commercial uses. Specifically, the North

Development Area would include a total of 1,639,484 sf of industrial development, and the South Development Area would include a total of 770,000 sf of commercial development, for a total building area of 2,409,484 sf. Development of the South Development Area with commercial uses was previously analyzed in the River Oaks Crossing Specific Plan EIR. Under the Alternative, the South Development Area would be built out pursuant to the land uses included therein, including retail, restaurant, and potentially hotel uses.

Because the No Project (Buildout Pursuant to General Plan) Alternative would include development of the project site with the same uses included in the proposed project for the North Development Area, all project objectives would generally be met. Furthermore, because the Alternative would be developed with a greater variety of uses that could increase contributions to the City's tax base and diversify the local economy as compared to the proposed project, the Alternative would satisfy Objective #5 to a greater extent than the proposed project. However, Objective #1 would be satisfied to a lesser extent than the proposed project, given that the alternative would result in a reduction in industrial uses as compared to the project.

Overall, the Alternative would result in similar impacts in seven of the nine issue areas as compared to the project, but would result in greater impacts related to air quality, greenhouse gases, and energy. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. Therefore, the Alternative's ability to meet project objectives would be outweighed by its failure to reduce impacts, and the City rejects this alternative.

3) Agricultural Resource Preservation Alternative.

The Agricultural Resource Preservation Alternative would consist of a similar buildout of the components of the proposed project on a reduced development footprint in order to avoid, to the extent feasible, development of on-site vineyards with non-agricultural uses. Unlike the proposed project, the Agricultural Resource Preservation Alternative would not include buildout of Building 1 and Building 2. As such, the Agricultural Resource Preservation Alternative would include the development of a total of approximately 99.27 acres of industrial uses, and would include approximately 64.73 acres of preserved vineyards. The total building area would be reduced to approximately 1,911,906 sf.

For environmental review purposes under CEQA, the categories of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland constitute "agricultural land." Pursuant to the California Department of Conservation Important Farmland Finder, the entire 164-acre project site is designated as Farmland of Statewide Importance. Because the Agricultural Resource Preservation Alternative would include development of the project site with the proposed uses for the majority of the site, all project objectives would be met. However, because the Agricultural Resource Preservation Alternative would include the development of fewer industrial uses than the proposed project, the

Alternative would not satisfy Objective #3 to the same extent as the proposed project.

The Draft EIR determined that the Agricultural Resource Preservation Alternative would result in fewer impacts than the proposed project related to seven of the nine issue areas, and would result in similar impacts as the proposed project for the remaining two issue areas for which project impacts were identified. In addition, because the Agricultural Resource Preservation Alternative would not include development in the northwestern portion of the project site, impacts to wetlands would not occur. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. Overall, the Alternative was determined to be the environmentally superior alternative. However, because the Agricultural Resource Preservation Alternative would include the development of fewer industrial uses than the proposed project, the Alternative would not satisfy Objective #3 to the same extent as the proposed project. Therefore, the City rejects this alternative.

4) Mixed-Use Alternative.

The Mixed-Use Alternative would consist of buildout of all both industrial and commercial uses within the same development footprint as the proposed project. Under the Alternative, the areas designated for development of Buildings 3, 4, 5, 9, and 10 under the proposed project would instead be developed with commercial uses. Development of commercial uses in such areas would avoid development of industrial uses adjacent to the existing single-family residences located to the north and east of the North Development Area and to the south of the South Development Area. The Mixed-Use Alternative would include the development of a total of approximately 39.7 acres of commercial uses and a total of approximately 122.57 acres of industrial uses. Specifically, Buildings 3, 4, 9, and 10 would include a total of 744,613 sf of commercial development, and Buildings 1, 2, 6, 7, and 8 would include a total of 2,373,164 sf of industrial development. Because the Mixed-Use Alternative would include development of the project site with the same uses included in the proposed project, with the addition of commercial uses, all project objectives would generally be met. Furthermore, because the Alternative would be developed with a greater variety of uses that could increase contributions to the City's tax base and diversify the local economy as compared to the proposed project, the Alternative would satisfy Objective #5 to a greater extent than the proposed project.

The Draft EIR determined that the Mixed-Use Alternative would result in similar impacts to the project in several resource areas, but would result in greater impacts to air quality, greenhouse gases, and energy. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. Therefore, despite the Alternative's ability to meet project objectives, the City rejects this alternative.

5) Reduced Intensity Alternative.

The Reduced Intensity Alternative would include development of the project site with industrial uses at a reduced intensity as compared to the proposed project. The Alternative would reduce the overall development footprint in order to preserve cultivated vineyards along Bridgehead Road, Main Street, and Big Break Road. Preservation of vineyards along project area roadways would result in less visual impact as compared to the proposed project. Under the Alternative, Buildings 3, 4, and 5 would be eliminated for a total reduction of approximately 443,613 sf of industrial development in the North Development Area. In the South Development Area, Building 7 would be reduced by approximately 75,770 sf, Building 8 would be reduced by approximately 56,750 sf, and Building 10 would be reduced by approximately 61,500 sf. Overall, the Reduced Intensity Alternative would result in a total of approximately 2,480,144 sf of industrial development. Because the Reduced Intensity Alternative would include development of the project site with the same uses included in the proposed project, all project objectives would be generally met. Because the Alternative would include preservation of existing views of vineyards from project area roadways, the Alternative would satisfy Objective #4 to a greater extent than the proposed project. However, because the Reduced Intensity Alternative would include the development of fewer industrial uses than the proposed project, the Alternative would not satisfy Objective #3 to the same extent as the proposed project.

The Draft EIR determined that the Reduced Intensity Alternative would result in fewer impacts than the project in several resource areas. The significant and unavoidable impacts related to agricultural resources and air quality would remain under the Alternative. The environmental benefits that might be achieved with this alternative are outweighed by its failure to satisfy Objective #3 to the same extent as the proposed project. Therefore, the City rejects this alternative.

Findings Regarding Reasonable Range of Alternatives

The City Council finds that the range of alternatives evaluated in the EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the project's environmental effects, while accomplishing most but not all of the project objectives. The City Council finds that the alternatives analysis is sufficient to inform the City Council and the public regarding the tradeoffs between the degree to which alternatives to the project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder the City's ability to achieve the project objectives.

c) <u>Statement of Overriding Considerations</u>

The City Council specifically adopts and makes this Statement of Overriding Considerations that this project includes all feasible measures that would eliminate or substantially lessen the significant impacts of the project on the environment, and that the remaining significant, unavoidable impacts of the project are

acceptable in light of the environmental, economic, social and other considerations set forth herein because the benefits of the project outweigh the significant and adverse impacts of the project. The City Council finds that each of the overriding considerations set forth below in part "d) Benefits of Proposed Project") constitutes a separate and independent ground for finding that the benefits of the project outweigh its significant adverse environmental impacts and sets forth an overriding consideration warranting approval of the project. These matters are supported by evidence in the record.

d) <u>Benefits of Proposed Project</u>

The City Council has considered the EIR, the public record of proceedings on the proposed project and other written materials presented to the City as well as oral and written testimony at all public hearings related to the proposed project, and does hereby determine that implementation of the project would result in the substantial public benefits set forth below.

i) Economic Growth: The project would induce local economic growth by developing 10 light industrial buildings totaling approximately 3,117,777 sf. The project is anticipated to create approximately 3,103 new jobs for the region.

ii) Generation of Taxes: Approval of the project would generate long-term sustainable property taxes, franchise taxes, and business license taxes for the City of Oakley by way of industrial development of the project site.

iii) Energy Efficiency: The project would be built in compliance with all applicable regulations related to energy consumption and fuel efficiency, which would ensure that the proposed project would be designed to be energy efficient to the maximum extent possible and would result in the new development being more efficient than existing industrial buildings in the region.

iv) Provision of Industrial Uses: Approval of the project would provide for the construction and operation of light industrial and logistics buildings with access to existing infrastructure to provide for an underserved local demand.

5) The Mitigation Monitoring and Reporting Program for the Bridgehead Industrial Project is incorporated and adopted as part of this resolution and attached herein as Exhibit A. The Program identifies impacts of the project, corresponding mitigation, designation of responsibility for mitigation implementation and the agency responsible for the monitoring action.

6) The City Council hereby finds and recognizes that the Final EIR contains additions, clarifications, modifications and other information in the responses to comments on the Draft EIR. This Council hereby finds and determines that such changes and additional information are not significant new information as that term is defined under the provisions of CEQA, because such changes and additional information do not indicate that any new significant environmental impacts not already evaluated would result from the project and do not reflect any substantial increase in the severity of any

environmental impact; that feasible mitigation measures considerably different from those previously analyzed in the Draft EIR have not been proposed that would lessen significant environmental impacts of the project; and that feasible alternatives considerably different from those analyzed in the Draft EIR have not been proposed that would lessen significant environmental impacts of the project. Accordingly, this Council hereby finds and determines that recirculation of the Draft EIR for further public review and comment is not warranted; and

7) The City Council does hereby designate the Community Development Director of the City of Oakley, located at 3231 Main Street, Oakley, California 94561, as the custodian of documents and record of proceedings on which the decision is based; and

8) The City Council does hereby make the foregoing findings with respect to the significant effects on the environment of such project, as identified in the project EIR, with the stipulations that all information in these findings is intended as a summary of the full administrative record supporting the project EIR, which full administrative record should be consulted for the full details supporting these findings, and that any mitigation measures and/or alternatives that were suggested by commenters to the Draft EIR and were not adopted as part of the project EIR are hereby expressly rejected for the reasons stated in the responses to the comments set forth in the Final EIR, and elsewhere in the record.

SECTION 3. Approval

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings, the City Council certifies the Bridgehead Industrial Project Environmental Impact Report.

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of March 2026 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

Exhibit A – Bridgehead Industrial Project Mitigation Monitoring and Reporting Program

4. MITIGATION MONITORING AND REPORTING PROGRAM

4.1 INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) requires all State and local agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a "mitigated negative declaration" or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Bridgehead Industrial Project (proposed project). The intent of the MMRP is to ensure implementation of the mitigation measures identified within the Environmental Impact Report (EIR) for the proposed project. Unless otherwise noted, the cost of implementing the mitigation measures as prescribed by this MMRP shall be funded by the applicant.

4.2 COMPLIANCE CHECKLIST

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the EIR prepared for the proposed project. This MMRP is intended to be used by City staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the EIR.

The EIR presents a detailed set of mitigation measures that will be implemented throughout the lifetime of the project. Mitigation is defined by CEQA Guidelines, Section 15370, as a measure that:

- Avoids the impact altogether by not taking a certain action or parts of an action;
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; or
- Compensates for the impact by replacing or providing substitute resources or environments.

The intent of the MMRP is to ensure the implementation of adopted mitigation measures. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

Monitoring and documenting the implementation of mitigation measures will be coordinated by the City of Oakley. The table attached to this report identifies the mitigation measures, the monitoring action for each mitigation measure, the responsible party for the monitoring action, and timing of the monitoring action. The applicant will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP. The City will be responsible for monitoring compliance.

4.3 MITIGATION MONITORING AND REPORTING PROGRAM

The following table indicates the mitigation measure number, the impact the measure is designed to address, the measure text, the monitoring agency, implementation schedule, and an area for sign-off indicating compliance.

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
Chapter 4.3 – Air Quality, Greenhouse Gas Emissions, and Energy					
4.3-2	Conflict with or obstruct implementation of the applicable air quality plan during project operation.	*4.3-2 Prior to the approval of building permits, the project applicant shall implement the following measures, to the satisfaction of the City of Oakley Planning Division:* *1. All architectural coatings, paints, finishes and adhesives used within the project site during project construction and operations shall be zero-VOC emitting. Furthermore, all future leases signed for proposed structures or operational spaces within the project site must contain binding language informing future tenants of the requirement that only zero-VOC architectural coatings, paints, finishes and adhesives may be used within the project site.* *2. The project applicant shall require all tenants of the on-site industrial uses to use zero-emission forklifts.* *3. The project applicant shall require that three percent of the medium- and heavy-duty vehicle fleet be zero emission by full buildout of the proposed project. In the event there is a disruption in the manufacturing of zero emission vehicles/trucks or that sufficient vehicles/trucks are not commercially available for the intended application, the "clean fleet requirements" may be adjusted as minimally as possible by the City's*	City of Oakley Planning Division	Prior to the approval of building permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Planning Division to accommodate the manufacturing disruption or unavailability of commercially available vehicles/trucks. *4. Natural gas use on-site shall be prohibited. Natural gas infrastructure may be allowed if the applicant implements alternative methods that reduce the project's emissions in an equally effective or superior manner as would exist without natural gas emission infrastructure.*			
4.3-6	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).	*4.3-6 Implement Mitigation Measure 4.3-2.*	See Mitigation Measure 4.3-2	See Mitigation Measure 4.3-2	
4.3-8	Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy, or regulation adopted for	*4.3-8(a) Consistent with the BAAQMD's Buildings criterion a, prior to issuance of building permits for the proposed project, the project applicant shall demonstrate via project design and/or notation included on project design that natural gas infrastructure shall be prohibited. Natural gas infrastructure may be allowed if the applicant implements alternative methods that reduce the project's greenhouse gas*	City of Oakley Planning Division	Prior to issuance of building permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	the purpose of reducing the emissions of GHGs.	*emissions in an equally effective or superior manner as would exist without natural gas emission infrastructure, or purchases off-site mitigation credits or forecasted mitigation units ("FMUs") (collectively, "GHG credits") for project-related GHG emissions from the component(s) using natural gas instead of electric. The emissions from the use of natural gas shall be calculated by a qualified professional utilizing BAAQMD-, CARB-, or the USEPA-approved emissions models and quantification methods available and submitted to the City for review and approval, which shall include third-party review by a qualified consultant of the City's selection and be subject to applicant reimbursement of consultant costs.* *Any and all GHG credits to off-set for the use of natural gas must be created through a CARB-approved registry. These registries are currently the ACR, CAR, and Verra, although CARB may accredit additional registries in the future. These registries use robust accounting protocols for all GHG credits created for their exchange, including the six currently approved CARB protocols. This mitigation measure specifically requires GHG credits created for the project originate from a CARB-approved protocol or a protocol that is equal to or more rigorous than CARB requirements under 17 CCR 95972. The selected protocol must demonstrate that the GHG-emissions reductions are real, permanent, quantifiable,*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		verifiable, enforceable, and additional. Definitions of these terms from 17 CCR 95802(a) are provided below. *(1) Real: GHG reductions or enhancements result from a demonstrable action or set of actions and are quantified using appropriate, accurate, and conservative methodologies that account for all GHG emissions sources, GHG sinks, and GHG reservoirs within the [GHG credit] project boundary and account for uncertainty and the potential for activity-shifting and market-shifting leakage.* *(2) Additional: GHG reductions or removals that exceed any GHG reduction, or removals otherwise required by law, regulation, or legally binding mandate, and that exceed any GHG reductions or removals that would otherwise occur in a conservative BAU scenario.* *(3) Permanent: GHG reductions and removal enhancements are not reversible or, when GHG reductions and GHG-removal enhancements may be reversible, mechanisms are in place to replace any reversed GHG-emission reductions and GHG-removal enhancements to ensure that all credited reductions endure for at least 100 years.*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		(4) Quantifiable: The ability to accurately measure and calculate GHG reductions or GHG-removal enhancements relative to a project baseline in a reliable and replicable manner for all GHG emission sources, GHG sinks, or GHG reservoirs included within the [GHG credit] project boundary, while accounting for uncertainty. activity-shifting, and market-shifting leakage. *(5) Verifiable: A [GHG credit] project report assertion is well-documented and transparent such that it lends itself to an objective review by an accredited verification body.* *(6) Enforceable: The authority for CARB to hold a particular party liable and take appropriate action if any of the provisions of this article are violated. Note that this definition of enforceability is specific to the Cap-and-Trade regulation, where CARB holds enforcement authority, but this measure will employ GHG credits from the voluntary market, where CARB has no enforcement authority. Applying the definition to this mitigation measure means that GHG reductions must be owned by a single entity and backed by a legal instrument or contract that defines exclusive ownership.*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Geographic Prioritization of GHG Credits *GHG credits from reduction projects in Contra Costa County will be prioritized before projects in larger geographies (i.e., northern California, California, United States, and international). The applicant will inform brokers of the required geographic prioritization for the procurement of GHG credits. GHG credits from reduction projects identified in the County that are of equal or lesser cost compared to the settlement price of the latest Cap-and-Trade auction must be included in the transaction. GHG credits from reduction projects outside of the County may be purchased if adequate credits cannot be found in the County or if they exceed the maximum price identified above. The economic and geographic analysis undertaken to inform the selection of GHG credits must be provided by the applicant to the County as part of the required documentation discussed below under Plan Implementation and Reporting.* ***Types of GHG Credits*** *GHG credits may be in the form of GHG offsets for prior reductions of GHG emissions verified through protocols or FMUs for future committed GHG emissions meeting protocols. Because emissions reductions from GHG offsets have already occurred, their benefits are immediate and can be used to compensate for an equivalent quantity of project-generated emissions at any time. GHG credits from FMUs must be funded and implemented within*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		5 years of project GHG emissions to qualify as a GHG credit under this measure (i.e., there can only be a maximum of 5 years lag between project emissions and their real-world reductions through funding a FMU in advance and implementing the FMU on the ground). Any use of FMUs that result in a time lag between project emissions and their reduction by GHG credits from FMUs must be compensated through a prorated surcharge of additional FMUs proportional to the effect of the delay. Because emissions of CO2 in the atmosphere reach their peak radiative forcing within 10 years, a surcharge of 10 percent for every year of lag between project emissions and their reduction through a FMU will be added to the GHG credit requirement (i.e., 1.10 FMUs would be required to mitigate 1 metric ton of project GHG emissions generated in the year prior to funding and implementation of the FMU). ***Verification and Independent Review of GHG Credits*** *All GHG credits will be verified by an independent verifier accredited by the ANSI National Accreditation Board (ANAB) or CARB, or an expert with equivalent qualifications to the extent necessary to assist with the verification. Following the standards and requirements established by the accreditation board (i.e., ANAB or CARB), the verifier will certify the following.*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		• *GHG credits conform to a CARB-approved protocol or a protocol that is equal to or more rigorous than CARB requirements under 17 CCR 95972. Verification of the latter requires certification that the credits meet or exceed the standards in 17 CCR 95972.* • *GHG credits are real, permanent, quantifiable, verifiable, enforceable, and additional, as defined in this measure.* • *GHG credits are purchased according to the geographic prioritization standard defined in this measure under Geographic Prioritization of GHG Credits.* *Verification of GHG offsets must occur as part of the certification process for compliance with the accounting protocol. Because FMUs are GHG credits that will result from future projects, additional verification must occur beyond initial certification is required. Verification for FMUs must include initial certification and independent verification every 5 years over the duration of the FMU generating the GHG credits. The verification will examine both the GHG credit realization on the ground and its progress toward delivering future GHG credits. The applicant will retain an independent verifier meeting the qualifications described above to certify reductions achieved*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		by FMUs are achieved following completion of the future reduction project. *Conformance with the foregoing requirement shall be confirmed through review and approval of building permit plans by the City of Oakley Planning Division.*			
		4.3-8(b) Consistent with the BAAQMD's Transportation criterion c., prior to the approval of project improvement plans, the applicant shall indicate that EV capable parking spaces and EV capable spaces with EVSE shall be installed throughout the project site consistent with current CalGreen Tier 2 standards. Compliance with this measure shall be ensured by the City of Oakley Planning Division.	City of Oakley Planning Division	Prior to the approval of project improvement plans	
Chapter 4.4 – Biological Resources					
4.4-1	Have a substantial adverse effect, either directly or through habitat modifications, on special-status plant species.	***Non-East Contra Costa County HCP/NCCP Plants*** *4.4-1 Prior to the commencement of construction, surveys and subsequent mitigation, if plants are found, shall follow the ECCC HCP/NCCP guidelines for covered plant species, if either Contra Costa wallflower, Hoover's cryptantha, or Antioch Dunes evening-primrose are identified on-site, the project applicant shall contact USFWS and CDFW to determine if an incidental take permit is necessary for potential project impacts to either species. USFWS and CDFW shall determine if additional mitigation is required, or if the requirements of the ECCC HCP/NCCP would be satisfactory. Written verification of the USFWS and CDFW*	U.S. Fish and Wildlife Service (USFWS) California Department of Fish and Wildlife (CDFW) City of Oakley Planning Division	Prior to commencement of construction, if plants are found If either Contra Costa wallflower, Hoover's cryptantha, or Antioch Dunes evening-primrose, are identified on-site	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		determination shall be provided to the City of Oakley Planning Division.			
4.4-2	Have a substantial adverse effect, either directly or through habitat modifications, on Crotch's bumble bee.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-2 Prior to the commencement of construction, a qualified entomologist shall conduct a take avoidance survey for active bumble bee colony nesting sites in any previously undisturbed areas, if project construction occurs during the flying season (March through August). Surveys shall take place during the flying season when the species is most likely to be detected above ground. The surveys shall occur when temperatures are above 60 degrees Fahrenheit, on sunny days with wind speeds below eight miles per hour, and at least two hours after sunrise and three hours before sunset, as such conditions are the best to detect bumble bees. Surveyors shall conduct transect surveys focusing on detection of foraging bumble bees and underground nests using visual aids such as binoculars. Survey results, including negative findings, shall be submitted for review and approval to the City of Oakley Planning Division prior to the start of ground-disturbing activities. If Crotch's bumble bees or potential Crotch's bumble bees are not detected, further mitigation shall not be required. If potential Crotch's bumble bees are seen, but cannot be identified, the applicant shall obtain authorization from CDFW to use non-lethal netting methods to capture bumble bees to identify the bumble bees to species. If*	City of Oakley Planning Division CDFW	Prior to commencement of construction, if project construction occurs during the flying season (March through August)	

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		protected bumble bee nests are found, a plan to protect bumble bee nests and individuals to ensure no take of Crotch's bumble bee shall be developed by a qualified entomologist in consultation with the CDFW and City of Oakley Planning Division.			
4.4-3	Have a substantial adverse effect, either directly or through habitat modifications, on California glossy snake and Northern California legless lizard.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-3 Prior to commencement of construction, a qualified biologist shall conduct coverboard surveys on the project site for both California glossy snake and Northern California legless lizard. Flattened cardboard boxes and pieces of plywood shall be placed abundantly throughout the project site one month prior to the start of project construction. The qualified biologist shall survey the project site and check the coverboards regularly to search for the presence of either species. Coverboards placed over sandy soil shall be lifted and carefully hand-raked approximately 15 inches deep in search of the Northern California legless lizard. Written verification of survey results shall be submitted to the City of Oakley Planning Division.* *If neither species is identified on-site, further mitigation shall not be required and project construction may proceed, provided all other applicable permits and authorizations are obtained. However, if the California glossy snake or Northern California legless lizard are identified on the project site, CDFW shall be*	City of Oakley Planning Division CDFW	Prior to commencement of construction	

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		contacted for further guidance prior to the start of project construction. Proof of correspondence with CDFW and implementation of CDFW recommendations shall be submitted to the City of Oakley Planning Division.			
4.4-4	Have a substantial adverse effect, either directly or through habitat modifications, on western pond turtle.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-4 A western pond turtle survey shall be conducted by a qualified biologist, at most, 48 hours prior to construction within the portion of the North Development Area where construction activities overlap with wetland habitats, and within 150 feet of wetlands. The results of the survey shall be submitted to the City of Oakley Planning Division. If western pond turtles or their nests are not found, further mitigation shall not be necessary.* *If a western pond turtle is observed within the proposed impact area, a qualified biologist shall relocate the individual to habitat of equivalent or greater value (e.g., riparian wetlands or riparian woodlands adjacent to a perennial creek or intermittent drainage) outside of the proposed impact area prior to construction. If a western pond turtle nest is observed within the proposed impact area, the nest shall be fenced off and avoided until the eggs hatch. The exclusion fencing shall be placed, at a minimum, 25 feet from the nest. A qualified biologist shall monitor the nest daily during construction to ensure that hatchlings*	City of Oakley Planning Division	48 hours prior to construction within the portion of the North Development Area where construction activities overlap with wetland habitats, and within 150 feet of wetlands	

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		do not disperse into the construction area. Relocation of hatchlings shall occur as stipulated above, if necessary.			
4.4-5	Have a substantial adverse effect, either directly or through habitat modifications, on Swainson's hawk.	***Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-5(a) Prior to the commencement of construction, the project applicant shall mitigate for the loss of suitable Swainson's hawk foraging habitat by implementing the following measure:* • *One acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed outside of the ECCC HCP/NCCP Permit Area. Protection shall be through purchase of mitigation bank credits or other land-protection mechanism acceptable to CDFW.* *Proof of purchase of mitigation credits as required per the above mitigation options shall be provided to the Oakley Planning Division for review and approval prior to initiation of ground disturbance for any portion of the project site.* *4.4-5(b) The project applicant shall implement the following avoidance measures for potential effects on Swainson's hawk nests during construction:* • *Prior to commencement of construction during the nesting season (March 15 through September 15), a qualified biologist shall conduct*	City of Oakley Planning Division CDFW City of Oakley Planning Division CDFW	Prior to commencement of construction During construction Prior to commencement of construction during the nesting season (March 15 through September 15)	

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		a preconstruction survey, at most, one month prior to construction to establish whether occupied Swainson's hawk nests occur on or within 1,000 feet of the area of proposed construction. The results of the survey shall be submitted to the City of Oakley Planning Division. If occupied nests are not found, then further mitigation shall not be required. • *If occupied nests are found, project construction activity shall not occur within a 1,000-foot buffer zone distance from the nest unless a lesser buffer zone is approved by the City in consultation with CDFW. During the nesting season, construction activities shall be avoided within the established buffer zone to prevent nest abandonment. Construction monitoring shall be required to ensure adherence to the established buffer zone. If young fledge prior to September 15, construction activities can proceed normally without a buffer zone. If an active nest site is present, but shielded from view and noise by other development or other features, the City may waive this avoidance measure (establishment of a buffer zone), if approved by the CDFW.* • *All nest trees shall be preserved on site, if feasible. Nest trees that cannot be preserved may only be removed*		If occupied nests are found	

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		outside of the nesting season (i.e., nest trees may only be removed September 16 through March 14), and subject to the requirements of ECCC HCP/NCCP Section 6.4.3.			
4.4-6	Have a substantial adverse effect, either directly or through habitat modifications, on white-tailed kite.	***East Contra Costa County HCP/NCCP Permit Area*** *4.4-6(a) Prior to any ground disturbance related to Covered Activities that occur during the nesting season for white-tailed kite (March 15 to August 31), a qualified biologist shall conduct a preconstruction survey, at most, one month prior to construction to establish whether white-tailed kite is nesting in trees within or visible from the site. In the event active nests are found, an initial 300-foot buffer shall be established around the nest tree. Ground disturbance related to covered activities within the buffer shall either be delayed until a qualified biologist determines nesting is complete, or until the applicant consults with the ECCC HCP/NCCP Implementing Entity and CDFW and implements CDFW-approved measures to minimize potential disturbance. A report detailing the methodology and results of the survey and, if applicable, compliance with the provisions established herein shall be submitted for review and approval to the City of Oakley Planning Division.* ***Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-6(b) Implement Mitigation Measure 4.4-8.*	City of Oakley Planning Division See Mitigation Measure 4.4-8	Prior to any ground disturbance related to Covered Activities that occur during the nesting season for white-tailed kite (March 15 to August 31) See Mitigation Measure 4.4-8	

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4.4-7	Have a substantial adverse effect, either directly or through habitat modifications, on western red bat.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-7 A bat survey shall be conducted 15 days prior to the commencement of construction (including tree removal). All bat surveys shall be conducted by a biologist with known experience surveying for bats. Both tree canopies and understories shall be examined for evidence of bat roosting. Written verification of survey results shall be submitted to the City of Oakley Planning Division. If western red bats or other special-status bat species are not found, further mitigation for special-status bats shall not be required.* *If special-status bats are found, a determination shall be made by the qualified biologist young are present. If young are found roosting in any tree, impacts to the tree(s) shall be avoided until the young have reached independence of the tree. A non-disturbance buffer fenced with orange construction fencing shall also be established around the maternity site. The size of the buffer zone shall be determined by a qualified bat biologist at the time of the surveys. If adults are found roosting in a tree or building on the project site, but maternal sites are not found, the following measures shall be undertaken to avoid impacting the bats:* • *Tree trimming and/or removal shall only be conducted during seasonal*	City of Oakley Planning Division	15 days prior to the commencement of construction (including tree removal)	

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		periods of bat activity: between August 31 and October 15, when bats would be able to fly and feed independently, and between March 1 and April 15 to avoid hibernating bats, and prior to the formation of maternity colonies. • *Any trees that will be removed and that the biologist has identified as having potentially suitable bat roost habitat shall be removed using a two-day phased removal method:* ○ *On day one, in the afternoon, limbs and branches shall be removed using chainsaws only. Limbs with cavities, crevices, and deep bark fissures shall be avoided.* ○ *On day two, the rest of the tree shall be removed under the direct supervision of the biologist.* *If tree removal must occur outside of the seasonal activity periods mentioned above (i.e., between October 16 and February 28/29, or between April 16 and April 30), then a qualified biologist with at least two years of experience surveying for bats shall conduct preconstruction surveys within 14 days of starting work. If the qualified biologist finds evidence of bat presence during the surveys, then the biologist shall develop a plan for*			

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		removal and exclusion, in conjunction with CDFW.			
4.4-8	Have a substantial adverse effect, either directly or through habitat modifications, on other nesting birds and raptors protected under the MBTA and CFGC, including loggerhead shrike.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-8 A nesting survey shall be conducted by a qualified biologist within seven days of commencement of project construction if the work would commence between February 1st and August 31st. The nesting survey shall include an examination of the coast live oak trees, eucalyptus and pine trees, shrubs, and ground vegetation on the project site and within 200 feet of the entire project site (i.e., within a zone of influence of nesting birds). The zone of influence shall include the areas outside the project site where birds could be disturbed by earth-moving vibrations and/or other construction-related noise. Written verification of survey results shall be submitted to the City of Oakley Planning Division. If active nests are not found, further mitigation for nesting birds and raptors shall not be required.* *If birds are identified nesting within the zone of influence, a qualified biologist shall establish a temporary protective nest buffer around the nest(s). The nest buffer shall be staked with orange construction fencing. The buffer shall be of sufficient size to protect the nesting site from construction-related disturbance and shall be established by a qualified ornithologist or biologist with extensive experience working with nesting birds near and on construction*	City of Oakley Planning Division	Within seven days of commencement of project construction if the work would commence between February 1st and August 31st	

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		sites. Nesting buffers shall be 50 feet from the nest site or nest tree dripline for passerine birds and 300 feet for sensitive nesting birds, including raptor species known from the region of the project site. *Construction or earth-moving activity shall not occur within any established nest-protection buffer prior to September 1, unless determined by a qualified ornithologist/biologist that the young have fledged and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed. At the end of the nesting cycle, and fledging from the nest has occurred, as determined by a qualified biologist, temporary nesting buffers may be removed, and construction may commence in established nesting buffers without further regard for the nest site.*			
4.4-10	Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-10(a) Prior to the commencement of construction in the North Development Area, the project proponent shall submit a formal Aquatic Resources Delineation to the U.S. Army Corp of Engineers (USACE) for verification purposes and determination as to whether the project activities will require a Clean Water Act (CWA) Section 404 permit. The Aquatic Resources Delimitation shall be conducted according to the wetland types and wetland delineation provisions described in Table 9-5,*	U.S. Army Corp of Engineers (USACE) City of Oakley Planning Division	Prior to commencement of construction in the North Development Area	

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		Wetland Fee and Acreage Determination Methods, of the ECCC HCP/NCCP. The Aquatic Resources Delineation shall also document the expected impact on the jurisdictional wetlands and waters that would result from the project. A copy of the USACE's determination shall be submitted to the City of Oakley Planning Division. *4.4-10(b) If a Clean Water Act (CWA) Section 404 permit is determined to be necessary, prior to the issuance of grading permits, the project applicant shall apply for a Section 404 permit from the USACE. Waters that would be lost or disturbed shall be restored, replaced or rehabilitated on a "no-net-loss" basis. Habitat restoration, rehabilitation, and/or replacement shall be at a location and by methods acceptable to the USACE. In the event that a Section 404 permit is required, the project applicant shall also apply for a Section 401 water quality certification from the Regional Water Quality Control Board (RWQCB) prior to the issuance of grading permits and adhere to the certification conditions therein.*	USACE Regional Water Quality Control Board (RWQCB)	Prior to issuance of grading permits	
4.4-12	Conflict with any local policies or ordinances protecting biological resources, such as the City of Oakley's Heritage and Protected Tree standards.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-12 Prior to project-related tree removal, the project applicant shall be required to comply with the standards included in Section 9.1.1112 of the City's Municipal Code by implementing one of the options provided in Section 9.1.1112(g)(11)(a), to the satisfaction*	Director of the Community Development Department or the Planning Commission	Prior to project-related tree removal	

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		of the Director of the Community Development Department or the Planning Commission, as applicable.			
Chapter 4.5 – Cultural and Tribal Resources					
4.5-2	Cause a substantial adverse change in the significance of a unique archeological resource pursuant to CEQA Guidelines, Section 15064.5 or disturb human remains, including those interred outside of dedicated cemeteries.	*4.5-2(a) Prior to initiation of ground-disturbing activities, a qualified archaeologist shall conduct a short awareness training session for all construction workers and supervisory personnel. The course shall explain the importance of, and legal basis for, the protection of significant archaeological resources. Each worker shall also learn the proper procedures to follow in the event cultural resources or human remains/burials are uncovered during construction activities, including work curtailment or redirection and to immediately contact their supervisor and the archaeological monitor. The worker education session shall include visuals of artifacts (precontact and historic) that might be found in the project vicinity and take place on the construction site immediately prior to the start of construction. Documentation of the training (i.e., a sign-in sheet) shall be retained at the site and shall be submitted with applicable reports to the City of Oakley Planning Division.*	City of Oakley Planning Division	Prior to initiation of ground-disturbing activities	
		4.5-2(b) During project construction, a qualified Native American monitor shall be allowed to observe earth-moving activities. If archaeological resources are discovered during project construction, then all work shall halt within a 100-foot radius of the discovery. A qualified archaeologist, meeting the Secretary of the	City of Oakley Planning Division	During project construction	

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		Interior's Professional Qualification Standards for precontact and historic archaeologists, shall be called to evaluate the significance of the find. Work shall not continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the National Register of Historic Places (NRHP)/California Register of Historical Resources (CRHR). If a potentially eligible resource is encountered, then the archaeologist and the City of Oakley Planning Division shall arrange for either 1) total avoidance of the resource, if possible; 2) test excavations or total data recovery; or 3) other alternative forms of mitigation. The determination shall be formally documented in writing and submitted to the City of Oakley Division as verification that the provisions in CEQA for managing unanticipated discoveries have been met.			
		4.5-2(c) *In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, further excavation at the site or any nearby area*	Native American Heritage Commission (NAHC) City of Oakley Planning Division	In the event of the accidental discovery or recognition of any human remains	

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		suspected to contain human remains shall not occur until the county coroner has been notified to determine if an investigation into the cause of death is required. In the case of the proposed project, if the Contra Costa County Coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission (NAHC), which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. The potential exists that the NAHC may be unable to identify a most likely descendant, the most likely descendant fails to make a recommendation within 48 hours after notification by the NAHC, or the landowner or his/her authorized agent rejects the recommendation by the most likely descendant and mediation by the NAHC fails to provide a measure acceptable to the landowner. In such case, the landowner or an authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the NAHC shall be submitted for review and approval to the City of Oakley Planning Division.	Contra Costa County Coroner		
4.5-3	Cause a substantial adverse change in the significance of a tribal cultural resource, as	*4.5-3* *Implement Mitigation Measures 4.5-2(a) through 4.5-2(c).*	See Mitigation Measures 4.5-2(a) through 4.5-2(c)	See Mitigation Measures 4.5-2(a) through 4.5-2(c)	

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	defined in PRC Section 21074.				
Chapter 4.6 – Geology and Soils					
4.6-3	Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse, or be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code.	*4.6-3* *Prior to issuance of a grading permit, the applicant/developer shall incorporate the recommendations of a design-level geotechnical report into the Improvement Plans for approval by the City Engineer. The recommendations shall include, but are not limited to, the options available to reduce impacts related to lateral spreading, liquefaction, and subsidence/settlement. Once final grading plans are designed, the project's geotechnical engineers shall determine the appropriate methods of mitigating the effects of lateral spreading, liquefaction, and subsidence/settlement, such as:* • *Remove and replace potentially liquefiable soils and/or expansive and corrosive soils;* • *Strengthen foundations (e.g., post-tensioned slab, reinforced mat or grid foundation, or other similar system) to resist excessive differential settlement associated with seismically-induced liquefaction;* • *Support the proposed structures on an engineered fill pad (minimum of 5 feet thick) in order to reduce differential settlement resulting from seismically-induced liquefaction and post-seismic pore pressure dissipation; and/or*	City Engineer Director of Public Works Chief Building Official Qualified Geotechnical Engineer	Prior to issuance of a grading permit	

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		• *Densify potentially liquefiable soils with an in-situ ground improvement technique such as deep dynamic compaction, vibro-compaction, vibro-replacement, compaction grouting, or other similar methods.* *All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the Director of Public Works/City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the geotechnical report are properly incorporated and utilized in the project design.*			
4.6-4	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	*4.6-4* *Should construction or grading activities result in the discovery of unique paleontological resources, all work within 100 feet of the discovery shall cease. The City of Oakley Community Development Department shall be notified, and the resources shall be examined by a qualified archaeologist, paleontologist, or historian, at the developer's expense, for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist, paleontologist, or historian shall submit to the City of Oakley Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Work may only resume in the area of discovery when*	City of Oakley Community Development Department	Should construction or grading activities result in the discovery of unique paleontological resources	

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			the preceding requirements have been implemented. The language of this mitigation measure shall be included on any future grading plans, utility plans, and/or improvement plans approved by the City of Oakley.			
Chapter 4.7 – Hazards and Hazardous Materials						
4.7-1	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	*4.7-1*	*Prior to issuance of Certificate of Occupancy, future building tenant(s) shall disclose any use or disposal of hazardous materials that would occur as part of project operations to the City of Oakley Planning Division and the Contra Costa County Fire Protection District (CCCFPD). In the event that project operations would include such actions, the future building tenant(s) shall notify the Contra Costa Health Services Hazardous Materials Program (CCHSHMP) of the hazardous materials that would be handled during operations and file a Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) to CCHSHMP. The HMMP and HMIS shall consist of general business information, basic information on the location, type, quantity, and health risks of hazardous materials, and emergency response and training plans. Any and all requirements enforced by CCHSHMP shall be adhered to with a report documenting proof of compliance submitted to the City of Oakley Planning Division and CCHSHMP.*	City of Oakley Planning Division Contra Costa County Fire Protection District (CCCFPD) Contra Costa Health Services Hazardous Materials Program (CCHSHMP)	Prior to issuance of a Certificate of Occupancy	
4.7-2	Create a significant hazard to the public or the environment through	*4.7-2(a)*	*Prior to issuance of building permits, a qualified Environmental Engineer firm shall review the building plans to determine the vapor intrusion*	City Engineer	Prior to issuance of building permits	

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	reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment.	*risk factor. If potential health risks are identified in exceedance of the applicable environmental screening levels (ESLs) established by the Regional Water Quality Control Board (RWQCB), building plans shall be revised to incorporate a vapor intrusion mitigation system (VIMS). The VIMS shall be required to demonstrate that potential health risks related to vapor intrusion are adequately reduced to below the applicable ESLs. For example, measures required to reduce the potential for vapor intrusion may include a vapor barrier to block vapors, passive or active subsurface system to capture and divert potential vapors, and/or other equivalent measures. The VIMS shall be submitted to the City Engineer for review and approval.*			
		4.7-2(b) *Prior to approval of grading permits, a surficial soil sample laboratory analysis shall be conducted in the vicinity of the existing buildings within the project site by a qualified Environmental Engineer in accordance with the California Department of Toxic Substances Control (DTSC) Interim Guidance for Sampling Agricultural Properties dated August 7, 2008. Once the soils are collected, the soils shall be tested for lead and asbestos. If encountered during soil sampling, the groundwater shall also be tested. If soil or groundwater contaminates are not found, further action is not required; however, if lead or asbestos is found to be higher than the allowable thresholds, the assessment shall include the*	City of Oakley Planning Division	Prior to approval of grading permits	

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		appropriate mitigation including, but not limited to, soil remediation to an acceptable total threshold limit concentration (TTLC) level per applicable State and federal regulations by excavation of the contaminated soil, and subsequent transportation and disposal off-site at an appropriate Class I or Class II facility permitted by DTSC; or by properly capping the contaminated soil, in compliance with DTSC regulations (e.g., placing soils underneath project roadways, etc.). Materials containing more than one (1) percent asbestos that is friable are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one (1) percent friable asbestos shall be completed in accordance with BAAQMD Section 11-2-303. All recommended mitigation measures shall be implemented by the project applicant, subject to review and approval by the City of Oakley Planning Division.			
Chapter 4.8 – Hydrology and Water Quality					
4.8-1	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during construction.	*4.8-1 Prior to issuance of any grading permits, the contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the Central Valley RWQCB. The contractor shall file the Notice of Intent (NOI) and associated fee to the SWRCB. The SWPPP shall serve as the framework for identification, assignment, and implementation of BMPs. The contractor shall implement BMPs to reduce pollutants in stormwater discharges to the maximum extent practicable. Construction (temporary) BMPs for the project*	Central Valley RWQCB City of Oakley Public Works Director/City Engineer	Prior to issuance of any grading permits	

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		may include, but are not limited to: fiber rolls, straw bale barrier, straw wattles, storm drain inlet protection, velocity dissipation devices, silt fences, wind erosion control, stabilized construction entrance, hydroseeding, revegetation techniques, and dust control measures. The SWPPP shall also be submitted to the City of Oakley Public Works Director/City Engineer for review and approval and shall remain on the project site during all phases of construction. Following implementation of the SWPPP, the contractor shall subsequently demonstrate the SWPPP's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable.			
4.8-2	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during operation.	*4.8-2 As part of the Improvement Plan submittal process, the preliminary Stormwater Control Plan provided during environmental review shall be submitted in final format for the review and approval of the City of Oakley Public Works Director/City Engineer. The final Stormwater Control Plan will be reviewed in concert with the Improvement Plans to confirm conformity between the two. The report shall be prepared by a Registered Civil Engineer and shall, at a minimum, include: A written text addressing existing conditions, the effects of the proposed improvements, all appropriate calculations, watershed maps, changes in flows and patterns, and proposed on- and off-site improvements to accommodate flows from*	City of Oakley Public Works Director/City Engineer	During the Improvement Plan submittal process	

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Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		this project. The report shall identify water quality protection features and methods to be used during construction, as well as long-term post-construction water quality measures. The final Stormwater Control Plan shall be prepared in conformance with the requirements of the C.3 Guidebook that are in effect at the time of Improvement Plan submittal.			
4.8-4	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: substantially increase the rate or amount of surface runoff in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; or create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or	*4.8-4* *Prior to approval of final project improvement plans, a final drainage plan shall be submitted to the City of Oakley Public Works Director/City Engineer for review and approval demonstrating the project's compliance with all State stormwater standards and requirements. The final drainage plan shall identify the water quality treatment and source control measures needed to ensure that stormwater runoff from the proposed project is adequately treated and peak flows do not exceed the capacity of the receiving storm drainage system.*	City of Oakley Public Works Director/City Engineer City of Oakley Engineering Department	Prior to approval of final project improvement plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	provide substantial additional sources of polluted runoff.				
4.8-5	Substantially alter the existing drainage pattern of the site or area in such a manner as to impede or redirect flood flows, or in flood hazard, tsunami, or seiche zone, risk release of pollutants due to project inundation.	*4.8-5* *Prior to grading activities, the Improvement Plans shall show that the building pads of Building 2 and Building 3 are raised above the 100-year base flood elevation. A Hydrology Study shall be submitted for the review and approval of the City of Oakley Public Works Director/City Engineer. The Hydrology Study shall be reviewed in concert with the Improvement Plans to determine if the fill required as part of the proposed project would result in a base flood elevation increase of greater than one foot at surrounding properties.* *Should the Hydrology Study determine that a base flood elevation increase of greater than one foot would occur at surrounding properties, as part of the Improvement Plan submittal process, the project applicant shall obtain a Conditional Letter of Map Revision Based on Fill from FEMA for the placement of Building 2 and Building 3 within the FEMA-identified Flood Hazard Zone AE within the North Development Area. A copy of the Conditional Letter of Map Revision Based on Fill from FEMA shall be submitted to the Public Works and Engineering Department prior to issuance of certificates of occupancy for Building 2 and Building 3.*	City of Oakley Public Works Director/City Engineer	Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
Chapter 4.10 - Noise					
4.10-2	Generation of a substantial permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.	*4.10-2(a) Prior to approval by the City Engineer of the final Improvement Plans for the proposed project, the Improvement Plans shall include the following requirements:* • *Eight-foot-tall sound walls shall be constructed along portions of the northern boundary of the North Development Area, in the location indicated in Figure 4.10-5 and the Environmental Noise Assessment.* • *The noise barrier wall shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials or equivalent materials, as approved by the City engineer, that achieve the required total height and acoustical attenuation. Wood shall not be used due to eventual warping and degradation of acoustical performance. The barrier height shall be relative to the commercial building pads or the nearby residences, whichever is greater.*	City Engineer	Prior to approval by the City Engineer of final Improvement Plans	
		4.10-2(b) Prior to approval by the City Engineer of the final Improvement Plans for the proposed project, the Improvement Plans shall indicate that development of the proposed project includes installation of quiet pavement at the following roadway segments, as indicated in Figure 4.10-6 and the Environmental Noise	City Engineer	Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project						
Impact Number	**Impact**	**Mitigation Measures**		**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
			Assessment prepared for the proposed project by Saxelby Acoustics: 1. *Main Street from Bridgehead Road to Sandy Lane; and* 2. *Big Break Road, north of the at-grade railroad crossing.* *The pavement would be required for any portion of the roadway passing a noise-sensitive use, and for a distance of 100 feet on either side of the sensitive-use.*			
4.10-4	Generation of a substantial permanent increase in ambient noise levels associated with development of the proposed project in combination with future development.	*4.10-4*	*Implement Mitigation Measures 4.10-2(a) and 4.10-2(b).*	See Mitigation Measures 4.10-2(a) and 4.10-2(b)	See Mitigation Measures 4.10-2(a) and 4.10-2(b)	
Chapter 4.12 – Transportation						
4.12-1	Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.	*4.12-1*	*Prior to the issuance of grading and building permits, the project applicant shall prepare a Construction Traffic Management Plan for review and approval by the City Engineer. The requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:* • *A project staging plan to maximize on-site storage of materials and equipment;* • *A set of comprehensive traffic control measures, including scheduling of*	City Engineer	Prior to issuance of grading and building permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drivers; and designation of construction access routes; • *Provisions for maintaining adequate emergency access to the project site;* • *Permitted construction hours, per City of Oakley standards;* • *Designated locations for construction staging areas;* • *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations;* • *Signs posted at the entrances to the construction sites noting who to contact if there are questions or concerns, along with a contact phone number; and* • *Provisions for street sweeping to remove construction-related debris on public streets.*			
4.12-2	Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.	*4.12-2* *Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:* • *In accordance with the 2022 California Green Building Code:* ○ *Short-term bicycle parking (bicycle racks) for at least five percent of the number of*	City Engineer	Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		vehicle parking spaces shall be provided onsite; and ○ *Long-term bicycle parking (bicycle lockers) for at least five percent of the tenant employees working onsite shall be provide onsite.* • *Consistent with Figure 3-8 Bikeway Network Plan of the City of Oakley General Plan:* ○ *A Class I bicycle path shall be installed along the project's Big Break Road frontage;* • *Crosswalks and actuated pedestrian signals shall be installed at the intersection of Live Oak Avenue and Main Street on all four approaches;* • *Crosswalks shall be installed at the intersection of Big Break Road and Vintage Parkway on all four approaches;* • *The proposed sidewalk on Main Street shall be extended from the eastern edge of the project site to the intersection of Main Street and Big Break Road; and* • *Sidewalks shall be provided along all primary internal roadways.* ○ *A Class II bicycle lane shall be along the project's Bridgehead Road frontage, consistent with Figure 3-8 Bikeway Network Plan of the*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		City of Oakley's General Plan; and ○ *Class IV separated bikeway along the project's Main Street frontage.* *Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City Engineer.*			
4.12-4	Substantially increase hazards to vehicle safety due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	*4.12-4(a) Prior to Improvement Plan approval, the Improvement Plan for the proposed project shall be reviewed by the City Engineer to ensure that adequate sight distance is maintained at all project driveways. Objects greater than three feet in height (i.e., landscaping, monument signs, etc.) shall not be allowed within the sight distance triangles at project driveway intersections. Particular attention should be given to the northern project driveway on Bridgehead Road.* *4.12-4(b) Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:* • *The proposed westernmost driveway on Main Street shall be relocated to the east. The driveway shall have a minimum separation of 250 feet from the existing Dutch Bros. Coffee driveway to provide for adequate and safe operations without conflicts;*	City Engineer City Engineer	Prior to approval of Improvement Plans Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		• *The proposed internal "horseshoe shaped" intersection located north of the intersection of Main Street and Live Oak Avenue shall be redesigned to include a 90-degree intersection of internal streets with the maximum amount of throat depth possible. The intersection shall have a minimum throat depth of 200 feet;* • *The two proposed eastern driveways on Main Street shall be relocated to align with existing streets on the south side of the roadway to eliminate turning conflicts and clarify right of way; and* • *R5-2 "No Trucks" signs shall be installed on internal roadways at the locations illustrated on Figure 4.12-4. Installation of the signs shall be required to prevent trucks from exiting the project site by way of Big Break Road during project operation, where heavy trucks are prohibited.* *Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City of Oakley City Engineer.*			

RESOLUTION NO. XX-26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING A GENERAL PLAN AMENDMENT TO AMEND THE LAND USE DESIGNATION FROM COMMERCIAL (CO) TO LIGHT INDUSTRIAL (LI) FOR A PORTION OF THE PROJECT KNOWN AS "BRIDGEHEAD INDUSTRIAL PROJECT (GPA 02-23)" (APN 037-020-007)

WHEREAS, on December 13, 2023, Oxfoot Oakley LLC ("Applicant") filed an application requesting approval of:

1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI);

2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan;

3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots;

4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet;

5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and

6) a Development Agreement (DA 2025-01) ("Project").

The northern and southern portions are bisected by the BNSF railroad tracks and are referred to as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015); and

WHEREAS, on March 26, 2025, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, at the time of the application submittal for the Project, the project site was designated Light Industrial (LI) (North Development Area) and Commercial (CO) (South Development Area) on the Oakley General Plan Land Use Map, and zoned BPL

(Business Park Low) District (North Development Area) and SP-2 (River Oaks Crossing Specific Plan) District (South Development Area); and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted 1) Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations, and 2) Planning Commission Resolution No. 3-26 recommending City Council approve the project titled, "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)," as conditioned; and

WHEREAS, on or before February 26, 2026, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, was posted to the City's website, and was mailed out to all owners of property within a 500-foot radius of the project's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 10, 2026, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, on March 10, 2026, the City Council took the following additional actions related to the Project:

- Adoption of City Council Resolution No. XX-26, certifying the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471);
- Waiving the first reading and introducing of an ordinance to approve the Project's Rezone application (RZ 04-23);
- Waiving the first reading and introducing an ordinance to approve the Project's Development Agreement application (DA 2025-01); and
- Adoption of City Council Resolution No. XX-26 approving the Project's proposed Tentative Map (TM 10-23), Design Review (DR 11-23), and Master Sign Program (MSP 01-23); and

WHEREAS, these Findings are based upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the

information submitted to the City Council at its March 10, 2026 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record"); and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the Project approval for the General Plan Amendment (GPA 02-23) as shown in Exhibit "A" of this resolution:

A. Regarding the application requesting approval of a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI), the City Council finds that:

1. Redesignation of the South Development Area from CO to LI would not result in any internal inconsistencies within the General Plan, in that the LI designation is an existing designation in the General Plan and it exists on the North Development Area and on the Oakley Logistics Center project located north and west of the Project site; and

2. The General Plan Amendment would align with applicable existing goals, policies and implementation programs in the General Plan:

   a. The South Development Area lies within an area identified in the General Plan as the "Northwest Oakley Special Planning Area", which the General Plan envisions as the primary employment center within Oakley; and

   b. The General Plan indicates that the Light Industrial designation is intended to accommodate a wide variety of light manufacturing and warehousing and distribution uses, providing the City with the flexibility to accommodate a broader array of employment uses than the Business Park designation;

   c. The Amendment would align with General Plan Policy 2.1.6: Promote the placement of the most intensive non-residential development (Commercial, Business Park, and Light Industrial) in

the Northwest Oakley Planning Area, in that the amendment would allow for the proposed project to exist on the South Development Area which is located in the Northwest Oakley Special Planning Area.

d. The Amendment would align with General Plan Policy 2.4.1: Encourage the development and intensification of employment centers, including high quality, professional office campuses, business parks, and industrial parks, along with related mixed-use development and open spaces. The centers shall be located in areas fully served by public facilities and services, located along major arterials with easy freeway access and with access from public transit, and accessible to bicyclists and pedestrians, in that the amendment would allow the South Development Area to be developed with the project. The South Development Area is located on Main Street, a major arterial within the City, and it is located near easy freeway access.

e. The Amendment would align with General Plan Policy 2.4.2: Ensure there is adequate land available to accommodate desired industrial development. This includes light industrial and utility energy uses in appropriate locations, and excludes heavy industrial uses, in that the amendment would increase the availability of developable light industrial land with access to utilities with the vision to be developed with desirable, job producing light industrial uses.

3. The Amendment would allow for the entirety of the project to come to fruition, which would provide for additional light industrial land in an area envisioned by the Oakley General Plan for such land use, mainly due to its proximity to other similar uses, access the Main Street, and proximity to State Route 160.

4. The Amendment would place an existing Land Use Designation on the property thereby maintaining internal consistency within the General Plan. It would not inherently create detrimental conditions for the community's public health, safety, and welfare in that the types of uses permitted in the Light Industrial designation are not inherently more detrimental than those permitted in the Commercial designation (i.e. each proposed use is unique in its impact on surrounding uses and the environment and this entire project has been analyzed under the California Environmental Quality Act).

B. The General Plan Amendment (GPA 02-23) application was analyzed under the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471), certified by the City of Oakley City Council on March 10, 2026.

C. The Project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the above Findings and the Record, the City Council approves the Applicant's request for approval of a General Plan Amendment as shown in Exhibit "A" of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

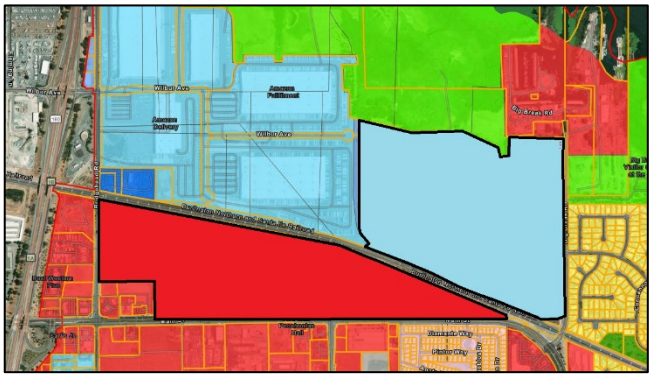
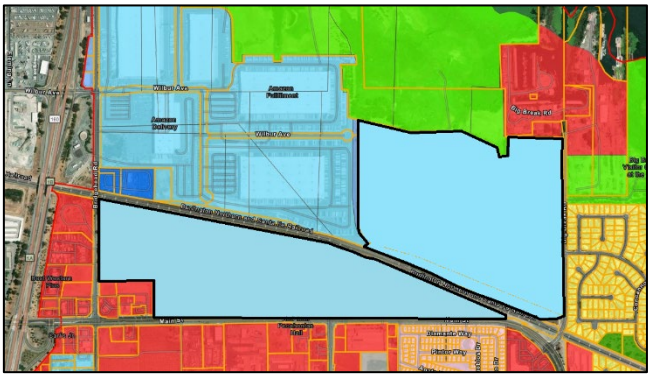
_____
Hugh Henderson, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

Exhibit "A"

Existing and Proposed Land Use Designations
Bridgehead Industrial Project

Existing	Proposed
	



ORDINANCE NO. XX-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A REZONE FROM BPL (BUSINESS PARK LOW) DISTRICT AND SP-2 (RIVER OAKS CROSSING SPECIFIC PLAN) DISTRICT TO P-1 (PLANNED UNIT DEVELOPMENT) DISTRICT FOR THE PROJECT KNOWN AS "BRIDGEHEAD INDUSTRIAL PROJECT (RZ 04-23)"
(APNS 037-020-007, 037-040-007 and 037-040-015)

FINDINGS

WHEREAS, on December 13, 2023, Oxfoot Oakley LLC ("Applicant") filed an application requesting approval of:

1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI);

2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan;

3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots;

4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet;

5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and

6) a Development Agreement (DA 2025-01) ("Project").

The northern and southern portions are bisected by the BNSF railroad tracks and known as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015); and

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

WHEREAS, on March 26, 2025, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted 1) Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations, and 2) Planning Commission Resolution No. 3-26 recommending City Council approve the project titled, "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)," as conditioned; and

WHEREAS, on or before February 26, 2026, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, was posted to the City's website, and was mailed out to all owners of property within a 500-foot radius of the project's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 10, 2026, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, on March 10, 2026, the City Council took the following additional actions related to the Project:

- Adoption of City Council Resolution No. XX-26, certifying the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471);
- Adopting of City Council Resolution No. XX-26, approving the Project's proposed General Plan Amendment (GPA 02-23);
- Waiving the first reading and introducing an ordinance to approve the Project's Development Agreement application (DA 2025-01); and
- Adoption of City Council Resolution No. XX-26 approving the Project's proposed Tentative Map (TM 10-23), Design Review (DR 11-23), and Master Sign Program (MSP 01-23); and

WHEREAS, these Findings are based upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the

information submitted to the City Council at its March 10, 2026 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record"); and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the Project approval for the Rezone (RZ 04-23):

SECTION 1. Findings

A. Regarding the application requesting approval of a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan, the Planning Commission finds that:

1. Consistent with the applicable evaluation criteria found in Oakley Municipal Code section 9.1.1002 Planned Unit Development (P-1), part h.4.c:

    a. Given favorable market conditions, the applicant intends to start construction within two years from the effective date of the zoning change and plan approval;

    b. The proposed planned unit development is consistent with the General Plan, in that the Rezone to P-1 (Planned Unit Development) District would allow for a consistent set of development and use regulations throughout the entire project in a manner consistent with the existing and proposed Light Industrial Land Use Designation; and

    c. The proposed planned unit development is fully in conformity with the applicable performance standards therein, and will constitute an efficient and well organized development, with adequate provisions for truck access service and necessary storage.

2. Consistent with the applicable standards pertaining to Rezone applications found in Oakley Municipal Code section 2.4.012 Rezoning, part d:

a. The change proposed will substantially comply with the General Plan, in that the planned unit develop will include uses and development regulations applicable to light industrial development at the scale proposed by the project, which would comply with the underlying General Plan designation of Light Industrial (existing and as proposed);

b. The uses authorized or proposed in the land use district are compatible within the district and to uses authorized in adjacent districts, in that the types of uses permitted in the Proposed P-1 District include truck and trailer parking and storage, general warehousing, high-cube warehousing, cold storage warehousing, fulfillment center, parcel hub, automated sorting center, distribution and logistics facility, transload facility, general manufacturing, office, data center, and industrial battery storage. The PUD also includes definitions and characteristics of each of those uses;

c. Community need, but not necessarily future financial success, has been demonstrated for the use proposed, in that the City of Oakley General Plan envisions the area the project lies within as an employment center and the proposed P-1 District will allow for a planned development with consistent design and internal circulation, and uses compatible with light industrial job creation.

B. The Rezone (RZ 04-23) application was analyzed under the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471), certified by the City of Oakley City Council on March 10, 2026.

C. The Project complies with Measure J Growth Management requirements.

SECTION 2. Property Defined and Rezoned

A. 164 acres of real property generally located north of Main Street, east of Bridgehead Road, and west of Big Break Road in Oakley, CA 94561 (APNs 037-020-007, 037-040-007 and 037-040-015).

SECTION 3. Effective Date and Posting

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

the ordinance with the names of the Council Members voting for and against the ordinance.

PASSED AND ADOPTED by the City Council of the City of Oakley on this _____ day of _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

I HEREBY CERTIFY that in accordance with Government Code Section 40806, this ordinance is a true and correct copy of a city ordinance. It has been published or posted pursuant to law.

_____
Kim Snodgrass, CMC
City Clerk

RESOLUTION NO. XX-26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING A TENTATIVE MAP, DESIGN REVIEW, AND A MASTER SIGN PROGRAM FOR THE PROJECT KNOWN AS "BRIDGEHEAD INDUSTRIAL PROJECT (TM 10-23, DR 11-23, MSP 01-23)" (APNS 037-020-007, 037-040-007, 037-040-015)

WHEREAS, on December 13, 2023, Oxfoot Oakley LLC ("Applicant") filed an application requesting approval of:

1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI);

2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan;

3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots;

4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet;

5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and

6) a Development Agreement (DA 2025-01) ("Project").

The northern and southern portions are bisected by the BNSF railroad tracks and are referred to as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015).

WHEREAS, on March 26, 2025, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, at the time of the application submittal for the Project, the project site was designated Light Industrial (LI) (North Development Area) and Commercial (CO) (South Development Area) on the Oakley General Plan Land Use Map, and zoned BPL

(Business Park Low) District (North Development Area) and SP-2 (River Oaks Crossing Specific Plan) District (South Development Area); and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted 1) Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations, and 2) Planning Commission Resolution No. 3-26 recommending City Council approve the project titled, "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)," as conditioned; and

WHEREAS, on or before February 26, 2026, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, was posted to the City's website, and was mailed out to all owners of property within a 500-foot radius of the project's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 10, 2026, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, on March 10, 2026, the City Council took the following additional actions related to the Project:

- Adoption of City Council Resolution No. XX-26, certifying the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471);
- Adoption of City Council Resolution No. XX-26 approving the Project's proposed General Plan Amendment.
- Waiving the first reading and introducing of an ordinance to approve the Project's Rezone application (RZ 04-23);
- Waiving the first reading and introducing an ordinance to approve the Project's Development Agreement application (DA 2025-01); and

WHEREAS, these Findings are based upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its March 10, 2026 meeting, both written and

oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record"); and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the Project approval for the Tentative Map (TM 10-23), Design Review (DR 11-23), and Master Sign Program (MSP 01-23) applications:

A. Regarding the application requesting approval of a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots, the City Council finds that:

1. The proposed Tentative Map (Subd. 9694) has been reviewed for compliance with all applicable codes in the Subdivision Map Act and City's Subdivision Ordinance. The applicant has proposed the P-1 District which allows the project to develop its own unique development standards. The Final Development Plan (part of the applicant's plans and proposed PUD document) lists the specific development standards applicable to the project. The Tentative Map, as proposed meets all applicable codes and regulations.

2. The proposed Tentative Map, together with the provisions of its design and improvements, is consistent with the Zoning Code and Project's P-1 District, and applicable General Plan land use designations, in that it allows for orderly development in a light industrial area that meets the vision of the General Plan;

3. The site is physically suitable for the project, in that it is accessible from two streets identified in the General Plan as a Major Arterial (Main Street and Bridgehead Road) and one as a Minor Arterial (Big Break Road);

4. The site is not physically constrained, in that the site is relatively flat and is large enough in size to accommodate all required parking, landscaping, and stormwater treatment facilities;

5. The design of the subdivision and type of improvements are not likely to cause serious public health problems. Construction and grading of the

project are subject to building or grading permits, and violations of any such permits are subject to appropriate enforcement;

6. The design of the subdivision includes the construction of improvements within public right-of-way that are consistent with the City's design standards; and

7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

B. Regarding the application requesting approval of a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet, pursuant to the Standards for Design Review Applications (Oakley Municipal Code section 9.1.1604 Design Review, part f), the City Council finds that:

1. Site planning, including building siting (location), setback and orientation; entries, circulation and parking; landscape setbacks and buffers; and location of trash, loading and service areas, and mechanical equipment have all been analyzed and found to be consistent with the City of Oakley Commercial and Industrial Design Guidelines and the P-1 District regulations for the proposed project;

2. Architecture will comply with the Design Guidelines, in that the conceptual building designs show tilt-up concrete buildings that will feature unique design and detailing between the North and South Development Areas in a manner that complement each other. Building facades along Main Street, Bridgehead Road and Big Break Road will feature additional architectural detailing to create a more visually interesting appearance. This includes office area offsets, added variation in articulation and colors, and a higher glass to wall ratio at the corner where there are typically building entrances.

3. Landscaping and site elements will comply with the Design Guidelines, in that significant landscaping, including trees for screening and parking lot shade, is proposed throughout the site, along the adjacent roadways, and in general landscape areas. Vinyl clad fencing will be used for a majority of the perimeter with the exception of a portion of the northern boundary where a masonry, or similar material, sound wall will be installed; and

4. Streetscapes will be improved along the project frontages in compliance with the City of Oakley Standard Details, including curb, gutter, and sidewalk

along the project's Main Street, Bridgehead Road, and Big Break Road frontages.

C. Regarding the application requesting approval of a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances, the City Council finds that:

1. The proposed Master Sign Program complies with the General Standards for Approval for sign permits, pursuant to Oakley Municipal Code section 9.5.116 Sign Permits, part b, in that:

a. The materials, colors, design, height, size and scale of the signs are visually compatible with the structures, site, and uses to which the signs correspond, and the neighborhood in which the sign is located;

b. The placement and size of the signs will not threaten or impair the safety of pedestrians, bicyclists, or motorists;

c. The signs are of professional quality and are clear and legible;

d. The height and size of the letters and graphics on the signs enable pedestrians and motorists to readily identify the messages, facility or site from a sufficient distance that will enable them to safely and conveniently read the message or access the facility or the site;

e. The signs do not unreasonably impair the visibility of existing signs on adjacent property; and

f. The signs comply with the purpose and standards of the City's Sign Ordinance (Chapter 9.5 of the Oakley Municipal Code).

D. The Tentative Map (TM 10-23), Design Review (DR 11-23), and Master Sign Program (MSP 01-23) applications were analyzed under the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471), certified by the City of Oakley City Council on March 10, 2026.

E. The Project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the above Findings and the Record, the City Council approves the Applicant's request for approval of the project titled, "Bridgehead Industrial Project (TM 10-23, DR 11-23, MSP 01-23)," subject to the following Conditions of Approval:

Conditions of Approval

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the Applicant's Plans date stamped received by the Planning Division on July 22, 2024, the Applicant's Project Description dated March 25, 2025, the Applicant's Planned Unit Development dated March 20, 2025 and revised on February 9, 2026, and the Development Agreement attached to the Project Staff Report, as well as additional information acquired since that time and made a part of the project file.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED (BOLD CONDITIONS ADDED OR AMENDED AT PUBLIC HEARING):

Planning Division Conditions

General:

1. This project is approved, as shown on the Applicant's Plans date stamped received by the Planning Division on July 22, 2024, the Applicant's Project Description dated March 25, 2025, the Applicant's Planned Unit Development dated March 20, 2025 and revised on February 9, 2026, and the Development Agreement attached to the Project Staff Report, all as conditioned herein.

2. This approval shall be effectuated within the term of the Development Agreement executed for the project. Should the Development Agreement not be executed, the approvals shall be subject to the applicable terms for each entitlement included in the Oakley Municipal Code. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the applicable section of the Oakley Municipal Code.

3. All construction drawings and plot plans submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council and as conditioned herein.

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

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

6. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.

7. All mitigation measures addressed in the Project's certified Environmental Impact Report ("EIR") (SCH No. 2024050471), consisting of the Draft EIR and Final EIR, shall be implemented as outlined in the Mitigation Monitoring Program included in the Final EIR, per the review and approval of the Community Development Director or other assigned monitoring party.

8. The Applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

9. All development regulations and use allowances for the project shall be subject to the Project's approved Rezone consisting of a P-1 District and accompanying Planned Unit Development document. In the event a development regulation or use is not covered in the P-1 District, the LI (Light Industrial) District shall be used, subject to the final determination by the Community Development Director.

Mitigation Measures:

10. The Applicant shall implement all adopted Mitigation Measures of the Bridgehead Industrial Project Environmental Impact Report ("EIR") (SCH No. 2024050471), certified by the City of Oakley City Council on March 10, 2026, as included in the Mitigation Monitoring and Reporting Program ("MMRP") of the EIR. The MMRP is attached as Exhibit "A" to this resolution.

Site Plan:

11. All passenger vehicle parking spaces shall be double striped. Width for each parking space may be measured from the center point of the double striping. Double striping shall have a minimum four-inch gap between stripes.

12. Parking stalls and drive aisles shall comply with the regulations found in OMC section 9.1.1402 "Off-Street Parking," subject to review and approval by the Community Development Director.

13. A final lighting and photometric plan shall be submitted with the building permit plans. The minimum requirement shall be one foot of candlelight within public parking areas and pedestrian pathways.

14. Details for onsite light poles shall be included in the building permit plans submittal and shall include spec sheets showing maximum height of the poles. Bases shall be textured and painted to complement the building architecture. Light poles shall be a maximum height 30 feet and shall provide glare shields where adjacent to other properties or near existing residences, per the review and approval of the Community Development Director.

15. Trash enclosures shall match Oakley Disposal and City standards and shall provide adequate space to accommodate both trash and recycling. Also, trash enclosures shall be constructed with a roof to match the building design and materials, have metal gates, and when appropriate be surrounded by screening landscaping and/or climbing vines on three sides per the review and approval of the Community Development Director.

16. Storage shall be contained inside the respective buildings. Storage containers are not allowed and pallets, boxes, cardboard etc. shall not be stored outside.

17. The sound wall to be installed along a portion of the northern property line of the North Development Area shall be decorative in design and color to match the general architecture and colors of the main buildings. Smooth-surfaced, concrete-colored CMU is not permitted.

Architectural Details:

18. Roof-mounted equipment shall be architecturally screened from view.

19. All exterior light fixtures shall be of the same or similar design to those proposed in the Applicant's Plans, subject to the review and approval of the Community Development Director. Specs for the exterior fixtures, including building lights, shall accompany the construction drawings for building permits, and be subject to review and approval of the Community Development Director.

Landscaping:

20. A landscaping and irrigation plan for all front yard, right-of-way, parks, open space, and trail landscaping shall conform to the Oakley Water Efficient Landscape Ordinance ("WELO"), and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance by including the following signed statement on the cover sheet or same sheet as the WELO calculations in a visible text box: "These plans are certified to conform to the Oakley Water Efficiency Landscape Ordinance."

21. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of 15-gallon and 24-inch box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.

22. All landscaped areas not covered by shrubs or groundcover shall be covered with bark or acceptable alternative as reviewed and approved by the Community Development Director. On slopes greater than 3 to 1, the Applicant shall use an alternative to bark per the review and approval of the Community Development Director. Areas covered with bark shall use a weed barrier.

23. The Applicant shall maintain all private landscaping until occupancy, or as specifically indicated elsewhere in these conditions of approval.

Signage:

24. All signage shall be consistent with the adopted Master Sign Program. Signs that comply with a Master Sign Program are still subject to Planning review and building permits. Modifications to the Master Sign Program may be subject to City Council approval.

Big Break Regional Trail:

25. The Applicant/Developer shall be responsible for the design and construction of the Big Break Regional Trail, and all associated improvements, located in the North Development Area. Final design of the trail corridor shall incorporate gate entry structures, signage, bollards, branding and fencing consistent with other existing Big Break Regional Trail segments in the region. The applicant may refer to the East Bay Regional Park District Standard Plans for further guidance. Such details shall be submitted for approval along with the first phase of development for the North Development Area.

Waste Management Plan:

26. The Applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

Building Division Conditions

27. The Applicant shall provide proof of compliance with CalGreen Code related to the total number and type of electric vehicle (EV) capable spaces and electric vehicle charging stations (EVCS) for the entire shopping center. The proposed project is subject to the nonresidential standards set forth in Section 5.106.5.3.1 and 5.106.5.3.2 of the CALGreen Code. Pursuant to Section 5.106.5.3.1 and 5.106.5.3.2, the proposed project would be required to provide the number of EV capable and EVCS spaces based on the total number of parking spaces in accordance with table 5.106.5.3.1. The Applicant may exercise the alternative power allocation method in section 5.106.5.3.6 which may result in a lower

criterion for the total number of EV capable and EVCS spaces required to meet CALGreen standards in accordance with table 5.106.5.3.6. Modifications to the EV parking and charging spaces may be approved by the Community Development Director provided that compliance with the CalGreen Code requirements are maintained.

28. Plans shall meet the currently adopted California Codes as well as the newest T-24 Energy requirements from the State of California Energy Commission. To confirm the most recently adopted codes please contact the Building Division at (925) 625-7005.

29. Prior to requesting a Certificate of Occupancy from the Building Division, all Conditions of Approval required for occupancy must be completed. When the Public Works Division and the Planning Division place Conditions of Approval on the project, those divisions will sign off on the project prior to the request for a Building division final inspection. Similarly, if the Health Department and/or Fire Department reviewed and approved the original plans, those departments must sign off on the project prior to the request for a final inspection by the Building Division.

PUBLIC WORKS AND ENGINEERING CONDITIONS OF APPROVAL

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE APPROVAL OF AN ENCROACHMENT AND/OR GRADING PERMIT:

30. GENERAL. All public improvements shall be made according to the latest adopted City Standard Drawings and Specifications. All work shall conform to the applicable City ordinances. The adjacent public right-of-way shall be kept clear of all job-related dirt and debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless a special permit is issued. The developer's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the City performing the required maintenance at the developer's expense. All conditions of approval shall be satisfied by the owner(s)/developer(s). All costs associated with compliance with the conditions shall be at the owner(s)/developer(s)’s expense.

31. ENCROACHMENT PERMIT. All work in the public right-of-way, including any blockage or partial closure of sidewalks will require an Encroachment Permit. Special provisions such as limitations on work hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.

32. GRADING PERMIT. All earthwork must comply with the City’s Grading Ordinance. A Grading Permit must be issued by the public works department prior to site disturbance.

33. PUBLIC WORKS INSPECTIONS. The developer or their representative shall notify the Engineering Inspector at least forty-eight (48) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all improvements in approved plans. Failure to do so will result in rejection of work that was completed without inspection.

34. PRECONSTRUCTION MEETING. Prior to issuance of any permit or the commencement of any site work, the general contractor shall:

    a. Along with the project applicant, attend a pre-construction meeting with the City Engineer to discuss the project conditions of approval, working hours, site maintenance and other construction matters.

    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them prior to commencing work and that a copy of the project conditions of approval will be posted on site at all times during construction.

35. CONSTRUCTION STREET PARKING. No vehicle having a manufacturer's rated gross vehicle weight exceeding ten thousand (10,000) pounds shall be allowed to park on the portion of a street which abuts property in a residential zone without prior approval from the City Engineer.

36. EROSION CONTROL. Interim and final erosion control plans shall be prepared and submitted to the Public Works Department. A Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the State SMARTS system for projects disturbing more than one acre and obtain a WDID number. A maximum of two weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping shall be included. Interim erosion control method shall include, but are not limited to: silt fences, fiber rolls (with locations and details), erosion control blankets, City standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months. The grading, drainage, erosion control plans and SWPPP shall comply with applicable measures contained in the City of Oakley's NPDES Permit.

37. DUST CONTROL. Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the City, or a minimum of three times daily, or apply (non-

toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites to ensure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets will be cleaned by street sweepers or by hand as often as deemed necessary by the City Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept daily during the workweek to the satisfaction of the City. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed 25 MPH. All trucks hauling soil, sand, or other loose debris shall be covered.

38. FIRE CONTROL. The project developer shall keep the site free of fire hazards from the start of construction until final inspection. The plan must adhere to the satisfaction of the Contra Costa Fire District.

39. SILT AND MUD IN PUBLIC RIGHT-OF-WAY. It is the responsibility of contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up daily. Mud, silt, concrete, and other construction debris SHALL NOT be washed into the City's storm drains. Construction entrances must be in place per the Erosion Control Plan.

40. TRAFFIC CONTROL PLAN. The project sponsor will be required to work with the Public Works Department to develop a traffic control plan per the current California MUTCD. This plan will include, but not be limited to, the following measures:

    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, and special events. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.

    b. Flag persons shall be placed at locations necessary to control one-way traffic flow, if required. All flag persons shall have the capability of communicating with each other to coordinate the operation.

    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation and lane closures on main arterial and collector streets, and will be permitted only between the hours of 8:30AM to 2:30PM on M, T, TH & F. 8:30AM to 12:00PM on W.

    d. The traffic control plan shall be reviewed for compliance with the project's Haul Route, approved by the City of Oakley.

e. A full road closure will require a detour plan and a road closure permit issued by the Public Works Department.

41. CONSTRUCTION MANAGEMENT PLAN. The Applicant shall submit a construction management plan that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, construction trailer, and proposed outhouse locations. The public street shall not be used for any construction related activities, including parking for workers and storage of vehicles. The Traffic Control Plan shall be consistent with the Construction Traffic Plan as required in the Project EIR Mitigation Measure 4.12-1.

42. RESTORATION OF PUBLIC IMPROVEMENTS. The developer shall repair or replace all existing improvements not designated for removal that are damaged or removed because of developer's operations. Improvements such as, but not limited to: curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc. shall be repaired and replaced to a condition equal to or better than the original condition. Existing improvement to be repaired or replaced shall be at the direction of the Public Works & Engineering Inspector and shall comply with all Title 24 Disabled Access provisions. Developer shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.

43. SIDEWALK REPAIR. The developer shall repair and replace to existing City standards any sidewalk damaged now or during construction of this project. Sidewalk repair shall match existing color, texture, and design, and shall be constructed per City Standard Details. The limits of sidewalk repair will be determined by the Public Works Inspector during the construction phase of the project.

44. CURB AND GUTTER. The developer shall repair and replace, to existing City standards, any curb and gutter damaged now or during construction of this project. New curb and gutter shall be constructed per City Standard Details. The limits of curb and gutter repair will be determined by the Public Works Inspector during the construction phase of the project.

45. CONSTRUCTION NOISE. Between the hours of 7:30 a.m. to 5:30 p.m., weekdays and 9:00 a.m. to 5:30 p.m. weekends and holidays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA. Pickup and delivery of materials and equipment is

restricted to the hours listed above unless prior written approval is obtained by the Public Works Department.

46. GOOD HOUSEKEEPING. Good housekeeping practices shall be observed at all times during the course of construction. Superintendence of construction shall be diligently performed by a person or persons authorized to do so at all times during working hours. The storing of goods and/or materials on the sidewalk and/or the street will not be allowed unless a special permit is issued by the Engineering Division. The adjacent public right-of-way shall be kept clear of all job-related dirt and debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless a special permit is issued. The developer's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the City performing the required maintenance at the developer's expense.

47. SITE SUPERVISION. The General Contractor shall provide qualified supervision on the job site at all times during construction.

48. TREE REMOVAL. Copies of all necessary tree removal permits shall be provided prior to issuance of a grading permit.

49. EASEMENTS. Owner/Applicant/Developer shall provide copy of recorded Grant of Easements and/or land acquisitions and duly executed rights of entry for all permanent and temporary construction of improvements required for the project and shall fully comply with their requirements.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE APPROVAL OF THE GRADING PLAN:

50. EXISTING WELLS. All abandoned or inactive wells on the subject site shall be destroyed in accordance with the required abandonment wells standards by the agencies responsible for the wells. Provide documentation that any gas wells located onsite have been abandoned per regulations.

51. GEOLOGY AND SOIL MITIGATION MEASURES. A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. The soils report shall include specific criteria and standards governing site grading, drainage, pavement design, retaining wall design, and erosion control. All recommendations of the investigation shall be incorporated into project plans. One copy of the geologic report shall be submitted with the

grading permit and public improvement application. Prior to issuance of any permit, the applicant's soils engineer shall review the final grading and drainage plans to ensure that designs for foundations, retaining walls, site grading, and site drainage are in accordance with their recommendations. The applicant's soils engineer's approval shall then be conveyed to the City either by letter or by signing the plans.

52. GRADING.

a. Grade any slopes with a vertical height of four (4) feet or more at a slope of 3H to 1V. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.

b. Retaining wall or other suitable option acceptable by the City Engineer is required where the grade differential between property or adjacent lots are greater than 6". Retaining walls are required to be identified on the grading plans and shall have a note stating a separate building permit is required for retaining wall greater than four (4) feet in height, measured from the bottom of footing to top of wall.

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

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

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

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

53. NPDES – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM. Comply with all rules, regulations and procedures of the NPDES for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, the Regional Water Quality Control Board (Central Valley – Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at www.cccleanwater.org

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

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

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE APPROVAL OF THE IMPROVEMENT PLAN:

54. PUBLIC IMPROVEMENTS. Construct the project streets within public right of way to City public road standards and as shown on the Tentative Map with the following exceptions:

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

b. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree turns of project entrances can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic, then they shall be included in the improvement plans. Provide a minimum outside turning radius of 45 feet and a minimum inside turning radius of 28 feet within each cul-de-sac or knuckle. Show truck turning radius for garbage truck for garbage pickup.

55. PRIVATE IMPROVEMENTS. Private onsite improvement plans shall be prepared by a California registered civil engineer, reviewed, and approved by the City.

56. ROADWAY IMPROVEMENTS. The following improvements shall be installed by the developer. Plans for those improvements shall be prepared by a California registered civil engineer, reviewed, and approved by the City, to the satisfaction of the City Engineer.

a. Main Street shall be improved to its ultimate roadway width including a landscaped median island per the City of Oakley Standard Plans. The developer must notify all affected businesses in the area with the installation of the median island. The developer may request to enter into a reimbursement agreement for construction costs related to the improvements associated with the landscaped median island per the Traffic Impact Fee Program.

b. Bridgehead Road shall be improved to its ultimate roadway width along the project frontage per the City of Oakley Standard Plans.

c. Big Break Road shall be improved to its ultimate roadway width along the project frontage per the City of Oakley Standard Plans.

d. Traffic Signal Improvements:

i. Modify the existing traffic signal at the intersection of Main Street and Live Oak Avenue to serve the access road to the project.

ii. Submit a traffic warrant for Bridgehead Road and the project site intersection based on build-out conditions. If a signal is deemed warranted, construct the necessary improvements to signalize the intersection to the satisfaction of the City Engineer.

iii. Submit a traffic warrant for Big Break Road and Vintage Parkway intersection based on build-out conditions. If a signal is deemed

warranted, construct the necessary improvements to signalize the intersection to the satisfaction of the City Engineer.

e. Developer shall have a Traffic Engineer analyze the appropriate pedestrian safety improvements for the trail crossing Big Break Road to connect to the Big Break Regional Trail. The Traffic Engineer's analysis and proposed improvements shall be submitted to the City Engineer for review and approval. Upon approval by the City Engineer, the Developer shall construct the proposed trail crossing improvements prior to occupancy of the first building in the North Development Area.

f. Developer shall have a Traffic Engineer analyze the appropriate pedestrian safety improvements at the railroad crossing on Big Break Road. The Traffic Engineer's analysis and proposed improvements shall be submitted to the City Engineer for review and approval. Upon approval by the City Engineer, the Developer shall construct the proposed pedestrian railroad crossing improvements prior to occupancy of the first building in the North Development Area.

57. DRIVEWAYS AND DESIGN GEOMETRY. Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:

- The proposed westernmost driveway on Main Street shall be relocated to the east. The driveway shall have a minimum separation of 250 feet from the existing Dutch Bros. Coffee driveway to provide for adequate and safe operations without conflicts;
- The proposed internal "horseshoe shaped" intersection located north of the intersection of Main Street and Live Oak Avenue shall be redesigned to include a 90-degree intersection of internal streets with the maximum amount of throat depth possible. The intersection shall have a minimum throat depth of 200 feet;
- The two proposed eastern driveways on Main Street shall be relocated to align with existing streets on the south side of the roadway to eliminate turning conflicts and clarify right of way; and
- R5-2 "No Trucks" signs shall be installed on internal roadways at the locations illustrated on Figure 4.12-4. Installation of the signs shall be required to prevent trucks from exiting the project site by way of Big Break Road during project operation, where heavy trucks are prohibited.

Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City of Oakley City Engineer and be consistent with implementation of the Project EIR Mitigation Measure 4.12-4(b).

58. PEDESTRIAN AND BYCICLE FACILITIES. Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:

- In accordance with the 2022 California Green Building Code:
  - Short-term bicycle parking (bicycle racks) for at least five percent of the number of vehicle parking spaces shall be provided onsite; and
  - Long-term bicycle parking (bicycle lockers) for at least five percent of the tenant employees working onsite shall be provide onsite.
- Consistent with Figure 3-8 Bikeway Network Plan of the City of Oakley General Plan:
  - A Class I bicycle path shall be installed along the project's Big Break Road frontage;
- Crosswalks and actuated pedestrian signals shall be installed at the intersection of Live Oak Avenue and Main Street on all four approaches;
- Crosswalks shall be installed at the intersection of Big Break Road and Vintage Parkway on all four approaches;
- The proposed sidewalk on Main Street shall be extended from the eastern edge of the project site to the intersection of Main Street and Big Break Road; and
- Sidewalks shall be provided along all primary internal roadways.
  - A Class II bicycle lane shall be along the project's Bridgehead Road frontage, consistent with Figure 3-8 Bikeway Network Plan of the City of Oakley's General Plan; and
  - Class IV separated bikeway along the project's Main Street frontage.

Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City Engineer and be consistent with implementation of the Project EIR Mitigation Measure 4.12-2.

59. DRAINAGE IMPROVEMENTS.

a. Collect and convey all stormwater entering and /or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse.

b. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater basins to the City Engineer for review and approval. The report shall include an analysis of the downstream storm drain facilities to confirm adequate capacity exists to convey post construction flows.

The report must include a narrative that describes the project's proposed overland release for storm water runoff. In the event of a failure of the project's storm drain system, the overland release path shall convey storm water runoff to a public street right-of-way or drainage channel. All structure finished floor elevations shall be designed to be a minimum of 12 inches above the 100-year storm elevation, or the overland release elevation.

c. The hydrology and hydraulic report must be submitted to and reviewed by the Contra Costa County Flood Control District. This project is subject to drainage improvements intended for Drainage Area 29H.

d. If runoff from the proposed project cannot be directed to flow into public street rights-of-way, the project will be required to obtain surface drainage easements from the adjacent private properties.

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

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

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

h. Dedicate a public storm drainage easement as required for the proposed relocation of the existing 84" storm drain.

i. On-site parking area and driveways shall not surface drain across public sidewalk or driveway aprons.

j. Proposed Buildings 2 and 3 must be protected from or removed from the Flood Zone. If this is to be accomplished by the placement of fill, a CLOMR must be processed with FEMA pursuant to the Project EIR Mitigation Measure 4.8-5.

60. SIGHT DISTANCE. For the project driveways' ingress and egress, provide an exhibit that will analyze the sight distance required for the appropriate speed limit identified with this project as required by the City Engineer.

Prior to Improvement Plan approval, the Improvement Plan for the proposed project shall be reviewed by the City Engineer to ensure that adequate sight distance is maintained at all project driveways. Objects greater than three feet in height (i.e., landscaping, monument signs, etc.) shall not be allowed within the sight distance triangles at project driveway intersections. Particular attention should be given to the northern project driveway on Bridgehead Road.

61. DESIGN CHANGES. The Applicant's registered Engineer shall notify the City Engineer, in writing, at least 72 hours in advance of all differences between the proposed work and the design indicated on the plans. Any proposed changes shall be subject to the approval of the City before altered work is started. A plan revision must be submitted for approval by the City Engineer.

62. JOINT TRENCH PLANS. The applicant shall submit Joint Trench Composite Plans to the City for review prior to approval of improvement plans or recordation of the final map. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. The joint trench plans shall include street and/or site lighting and associated photometrics. A letter shall be provided by PG&E stating that public streetlight billing will be per Rule LS2A, and that private lights shall be metered with billing to the owner. Pole numbers, assigned by PG&E, shall be clearly delineated on the plans.

63. UTILITIES & UNDERGROUNDING. The project is required to underground the existing overhead power and utility lines along the project's frontage at Main Street, Bridgehead Road, and Big Break Road.

    a. Underground all new and existing power and utility distribution facilities per City of Oakley code section Title 6 Chapter 8 Underground Utility Districts.

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

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

    d. A written approval from Diablo Water District and Iron House Sanitary District must be provided that all underground utility improvements have passed all testing requirements prior to commencement of paving a street.

64. STREETLIGHTS. Install streetlights along all public streets as required by the City Engineer. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. Streetlights shall be spun aluminum "cobra head" style as required by the City of Oakley Standard Plans.

65. LANDSCAPE IMPROVEMENTS. Each parcel must design landscape improvements that aligns with the maintenance responsibility boundary for each Parcel unless a formal Property Management Company/Owner's Association will be responsible for common area landscaping for this project.

    a. Prepare landscape plans for landscape improvements within the public right of way. Landscape plans shall be prepared by a licensed landscape architect.

    b. Install public right-of-way landscaping along the project's frontages as required by the City Engineer and Community Development Director.

    c. Maintain all Main Street median landscaping until such time that the adjacent roadway improvements have been accepted for maintenance.

    d. Prior to the issuance of certificate of occupancy, an inspection will be performed to verify the health and location of the street trees. Trees in poor health or those without adequate clearance from utilities will require replacement or relocation.

    e. Landscaping at street corners must adhere to sight distance requirements.

66. FENCING. Any proposed fencing and walls shall be located on private property and maintained by the property owner(s) and/or Property Management Company/Owner's Association. The design and placement of walls, fences, and sign features near intersections and driveways shall allow stopping site distance per Caltrans standards and comply with the City's corner sight distance requirements.

67. GATE: Any proposed private gates are to be set be minimum 20' from all public and private streets, roads, and alleys.

68. SOUNDWALL. Soundwalls shall be installed within private property and not within public right of way.

69. MAINTENANCE EXHIBIT. Submit a maintenance exhibit showing the responsible maintenance entity of proposed subdivision improvements. Exhibit must clearly show which areas are to be maintained by the City of Oakley and areas to be maintained by the property owner(s) and/or Property Management Company/Owner's Association.

70. PHASING PLAN. Submit a phasing plan for the project streets to the City Engineer for review if the street improvements will be phased. The plan shall

include provisions for temporary turn-around facilities and access to the occupied lots per the approval of the City Engineer and Fire District.

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

71. BONDS. The applicant shall supply suitable securities for all improvements that are a part of the development in a form acceptable to the City in the amount of 100% (performance), 50% (labor and material) prior to issuance of any permit.

72. FINAL MAP. Submit a Final Map prepared by a Licensed Land Surveyor. The final map shall be recorded, and the Subdivision Agreement must be executed before any building permits are issued. Insurance shall be provided per the terms of the Subdivision Agreement.

73. DEDICATIONS. The following shall be dedicated on the final map. The dedication shall be recorded before any permits are issued and under specific timelines listed below:

    a. Dedicate the required right-of-way along the project frontage on Main Street, Bridgehead Road, and Big Break Road as shown on the Tentative Map.

    b. Acquire the necessary private roadway easement and private utility easement through Industrial Way as shown in the Vesting Tentative Map, to connect with the private access road between Buildings 1 and 2 at the North Development Area. Failure to obtain such easements may limit the allowable uses in the North Development Area due to the lack of truck access to the North Development Area via Big Break Road.

    c. Public Utility Easement (PUE): 10’ PUE beyond public right of way as required.

    d. Ingress-egress, storm drainage easements, emergency access easements as required.

    e. Any necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements shall be furnished to the City. Prior to the issuance of the first building permit, the applicant must provide the necessary documentation that any existing easements no longer necessary have been quitclaimed.

    f. Dedicate a minimum 14-foot-wide right-of-way for the portion of the proposed Big Break Regional Trail that runs along the north portion of

the North Development Area. Dedication shall be made with the recording of the first Final Map in the North Development Area.

74. PRIVATE EASEMENTS. Agreements detailing rights, limitations, and responsibilities of involved parties shall accompany each private easement. The easements and associated agreements shall be recorded simultaneously with the final map.

75. UTILITY SETBACKS. Building foundations shall be set back from utility lines a sufficient distance to allow excavation of the utility without undermining the house foundation. The City Engineer shall determine the appropriate setback based on the depth of the utility, input from the project soils engineer, and the type of foundation.

76. UTILITY EASEMENTS. Deed restrictions shall be placed on lots containing utility easements, as applicable. The deed restrictions shall specify that no trees, fences, or hardscape are allowed within the easement boundaries, and that maintenance access must be provided. The City will assist and provide guidance for the deed language and the Applicant's surveyor shall prepare the legal description and plat. The Applicant shall pay any recordation costs.

77. PROPERTY MANAGEMENT COMPANY/OWNER'S ASSOCIATION: Prior to the sale of any lot or acceptance of site improvements, whichever occur first, Developer must formalize a Property Management Company/Owner's Association for the project and define maintenance responsibility for each Parcel and adjacent public right of way. Conditions, Covenants and Restrictions (CC&R's), shall be reviewed and approved by the City of Oakley and recorded. The formal document must be filed outlining the maintenance responsibility of private roadways, alleys and common landscape, private infrastructures and on-site storm drain systems within the development.

78. MAINTENANCE AGREEMENT. A Maintenance Agreement by and between the City of Oakley and the property owner(s) and/or Property Management Company/Owner's Association must be prepared outlining the necessary maintenance responsibilities between each parcel and adjacent public right of way concurrent with the recordation of the Final Map(s).

79. DRAINAGE FEES. Applicant shall comply with the drainage fee requirements for the designated Drainage Area as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of the Final Map approval.

80. ANNEXATIONS

    a. The applicant shall establish a funding mechanism to cover the ongoing financial impact their project has on fire protection services provided in

the City. All costs associated with meeting this condition of approval shall be paid for by the applicant. Compliance with this requirement shall be to the satisfaction of the City Engineer and shall be completed prior to final map approval.

b. The applicant shall establish a funding mechanism to cover the ongoing financial impact their project has on police services provided in the City. All costs associated with meeting this condition of approval shall be paid for by the applicant. Compliance with this requirement shall be to the satisfaction of the City Engineer and shall be completed prior to final map approval.

c. The applicant shall establish a funding mechanism to cover the ongoing financial impact their project has on maintenance and operation services associated with public landscaping, parks, publicly accessible trails, streetlighting, and stormwater facilities. All costs associated with meeting this condition of approval shall be paid for by the applicant. Compliance with this requirement shall be to the satisfaction of the City Engineer and shall be completed prior to final map approval.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT(S):

81. PAD CERTIFICATION. A letter from a licensed land surveyor stating that the building pad was constructed in accordance with the approved plans shall be provided prior to the issuance of the building permit.

82. FLOODPLAIN PERMIT. Submit a Floodplain Permit for structures proposed within the floodplain area. A floodplain permit or FEMA issued CLOMR shall be processed prior to the issuance of a Building Permit.

83. SOILS ENGINEER CONSTRUCTION OBSERVATION. During construction, all excavations and grading shall be inspected by the applicant's soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing should be documented in an "as-built" letter/report prepared by the applicants' soils engineer and submitted to the City before any building permit is granted.

84. AGREEMENT FOR STORMWATER BEST MANAGEMENT PRACTICES INSPECTION AND MAINTENANCE OBLIGATIONS. The property owner/ Property Management Company/Owner's Association shall enter into an agreement with the City for maintenance of the stormwater filtration devices required to be installed on this project. The agreement will specify that certain routine maintenance shall be performed by the property owner or Property

Management Company/Owner's Association and will specify device maintenance reporting requirements. The agreement will also specify routine inspection requirements, permits and payment of fees. The agreement shall be recorded prior to release of any occupancy permits.

85. Developer shall apply to and obtain the required permits from Ironhouse Sanitation District for new connections to the sewer main in Malicoat Avenue, and to Diablo Water District for new domestic water service connections to the water main in Malicoat Avenue.

86. AS-BUILT PLANS. After completion of the construction of all work, the original plans shall have all changes (change orders and field changes) clearly marked. The "as-built" plans shall again be signed and "wet-stamped" by the civil engineer who prepared the plans, attesting to the changes. The original "as-built" plans shall be reviewed and approved by the Engineering Inspector. A Mylar and AutoCAD disk of the approved "as-built" plans shall be provided to the City before acceptance of improvements.

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

    a. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03, update Resolution No 91-21);

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

    c. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03, updated Resolution No. 48-17);

    d. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03, updated Resolution No. 48-17);

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

    f. Fire Facilities Impact Fee (adopted by Resolution No. 24-21);

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

    h. East Contra Costa County Habitat Conservation Plan Fee (adopted by Ordinance 6-23).

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

ADVISORY NOTES

The following Advisory Notes are provided to the applicant as a courtesy but are not a part of the conditions of approval. Advisory Notes are provided for the purpose of informing the applicant of additional ordinance requirements that must be met in order to proceed with development.

A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.

B. The project will require a grading permit pursuant to the Oakley Municipal Code.

C. The applicant shall comply with the requirements of Ironhouse Sanitary District.

D. The applicant shall comply with the requirements of the Diablo Water District.

E. The applicant shall comply with the requirements of the Contra Costa Water District.

F. The applicant shall comply with the requirements of the Contra Costa County Fire Protection District.

G. The applicant shall comply with the requirements of Contra Costa Environmental Health if subject to applicable permits.

H. The applicant shall comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.

I. This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.

J. The applicant shall be responsible for paying applicable CEQA filing fees for the County Clerk for the Notice of Determination as well as the State Department of Fish and Wildlife's Filing Fee.

K. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

Exhibit A – Bridgehead Industrial Project Mitigation Monitoring and Reporting Program

4. MITIGATION MONITORING AND REPORTING PROGRAM

4.1 INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) requires all State and local agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a "mitigated negative declaration" or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Bridgehead Industrial Project (proposed project). The intent of the MMRP is to ensure implementation of the mitigation measures identified within the Environmental Impact Report (EIR) for the proposed project. Unless otherwise noted, the cost of implementing the mitigation measures as prescribed by this MMRP shall be funded by the applicant.

4.2 COMPLIANCE CHECKLIST

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the EIR prepared for the proposed project. This MMRP is intended to be used by City staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the EIR.

The EIR presents a detailed set of mitigation measures that will be implemented throughout the lifetime of the project. Mitigation is defined by CEQA Guidelines, Section 15370, as a measure that:

- Avoids the impact altogether by not taking a certain action or parts of an action;
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; or
- Compensates for the impact by replacing or providing substitute resources or environments.

The intent of the MMRP is to ensure the implementation of adopted mitigation measures. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

Monitoring and documenting the implementation of mitigation measures will be coordinated by the City of Oakley. The table attached to this report identifies the mitigation measures, the monitoring action for each mitigation measure, the responsible party for the monitoring action, and timing of the monitoring action. The applicant will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP. The City will be responsible for monitoring compliance.

4.3 MITIGATION MONITORING AND REPORTING PROGRAM

The following table indicates the mitigation measure number, the impact the measure is designed to address, the measure text, the monitoring agency, implementation schedule, and an area for sign-off indicating compliance.

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
Chapter 4.3 – Air Quality, Greenhouse Gas Emissions, and Energy					
4.3-2	Conflict with or obstruct implementation of the applicable air quality plan during project operation.	*4.3-2 Prior to the approval of building permits, the project applicant shall implement the following measures, to the satisfaction of the City of Oakley Planning Division:* *1. All architectural coatings, paints, finishes and adhesives used within the project site during project construction and operations shall be zero-VOC emitting. Furthermore, all future leases signed for proposed structures or operational spaces within the project site must contain binding language informing future tenants of the requirement that only zero-VOC architectural coatings, paints, finishes and adhesives may be used within the project site.* *2. The project applicant shall require all tenants of the on-site industrial uses to use zero-emission forklifts.* *3. The project applicant shall require that three percent of the medium- and heavy-duty vehicle fleet be zero emission by full buildout of the proposed project. In the event there is a disruption in the manufacturing of zero emission vehicles/trucks or that sufficient vehicles/trucks are not commercially available for the intended application, the "clean fleet requirements" may be adjusted as minimally as possible by the City's*	City of Oakley Planning Division	Prior to the approval of building permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		Planning Division to accommodate the manufacturing disruption or unavailability of commercially available vehicles/trucks. *4. Natural gas use on-site shall be prohibited. Natural gas infrastructure may be allowed if the applicant implements alternative methods that reduce the project's emissions in an equally effective or superior manner as would exist without natural gas emission infrastructure.*			
4.3-6	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).	*4.3-6 Implement Mitigation Measure 4.3-2.*	See Mitigation Measure 4.3-2	See Mitigation Measure 4.3-2	
4.3-8	Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy, or regulation adopted for	*4.3-8(a) Consistent with the BAAQMD's Buildings criterion a, prior to issuance of building permits for the proposed project, the project applicant shall demonstrate via project design and/or notation included on project design that natural gas infrastructure shall be prohibited. Natural gas infrastructure may be allowed if the applicant implements alternative methods that reduce the project's greenhouse gas*	City of Oakley Planning Division	Prior to issuance of building permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	the purpose of reducing the emissions of GHGs.	*emissions in an equally effective or superior manner as would exist without natural gas emission infrastructure, or purchases off-site mitigation credits or forecasted mitigation units ("FMUs") (collectively, "GHG credits") for project-related GHG emissions from the component(s) using natural gas instead of electric. The emissions from the use of natural gas shall be calculated by a qualified professional utilizing BAAQMD-, CARB-, or the USEPA-approved emissions models and quantification methods available and submitted to the City for review and approval, which shall include third-party review by a qualified consultant of the City's selection and be subject to applicant reimbursement of consultant costs.* *Any and all GHG credits to off-set for the use of natural gas must be created through a CARB-approved registry. These registries are currently the ACR, CAR, and Verra, although CARB may accredit additional registries in the future. These registries use robust accounting protocols for all GHG credits created for their exchange, including the six currently approved CARB protocols. This mitigation measure specifically requires GHG credits created for the project originate from a CARB-approved protocol or a protocol that is equal to or more rigorous than CARB requirements under 17 CCR 95972. The selected protocol must demonstrate that the GHG-emissions reductions are real, permanent, quantifiable,*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		verifiable, enforceable, and additional. Definitions of these terms from 17 CCR 95802(a) are provided below. *(1) Real: GHG reductions or enhancements result from a demonstrable action or set of actions and are quantified using appropriate, accurate, and conservative methodologies that account for all GHG emissions sources, GHG sinks, and GHG reservoirs within the [GHG credit] project boundary and account for uncertainty and the potential for activity-shifting and market-shifting leakage.* *(2) Additional: GHG reductions or removals that exceed any GHG reduction, or removals otherwise required by law, regulation, or legally binding mandate, and that exceed any GHG reductions or removals that would otherwise occur in a conservative BAU scenario.* *(3) Permanent: GHG reductions and removal enhancements are not reversible or, when GHG reductions and GHG-removal enhancements may be reversible, mechanisms are in place to replace any reversed GHG-emission reductions and GHG-removal enhancements to ensure that all credited reductions endure for at least 100 years.*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		(4) Quantifiable: The ability to accurately measure and calculate GHG reductions or GHG-removal enhancements relative to a project baseline in a reliable and replicable manner for all GHG emission sources, GHG sinks, or GHG reservoirs included within the [GHG credit] project boundary, while accounting for uncertainty. activity-shifting, and market-shifting leakage. *(5) Verifiable: A [GHG credit] project report assertion is well-documented and transparent such that it lends itself to an objective review by an accredited verification body.* *(6) Enforceable: The authority for CARB to hold a particular party liable and take appropriate action if any of the provisions of this article are violated. Note that this definition of enforceability is specific to the Cap-and-Trade regulation, where CARB holds enforcement authority, but this measure will employ GHG credits from the voluntary market, where CARB has no enforcement authority. Applying the definition to this mitigation measure means that GHG reductions must be owned by a single entity and backed by a legal instrument or contract that defines exclusive ownership.*			

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		Geographic Prioritization of GHG Credits *GHG credits from reduction projects in Contra Costa County will be prioritized before projects in larger geographies (i.e., northern California, California, United States, and international). The applicant will inform brokers of the required geographic prioritization for the procurement of GHG credits. GHG credits from reduction projects identified in the County that are of equal or lesser cost compared to the settlement price of the latest Cap-and-Trade auction must be included in the transaction. GHG credits from reduction projects outside of the County may be purchased if adequate credits cannot be found in the County or if they exceed the maximum price identified above. The economic and geographic analysis undertaken to inform the selection of GHG credits must be provided by the applicant to the County as part of the required documentation discussed below under Plan Implementation and Reporting.* ***Types of GHG Credits*** *GHG credits may be in the form of GHG offsets for prior reductions of GHG emissions verified through protocols or FMUs for future committed GHG emissions meeting protocols. Because emissions reductions from GHG offsets have already occurred, their benefits are immediate and can be used to compensate for an equivalent quantity of project-generated emissions at any time. GHG credits from FMUs must be funded and implemented within*			

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		5 years of project GHG emissions to qualify as a GHG credit under this measure (i.e., there can only be a maximum of 5 years lag between project emissions and their real-world reductions through funding a FMU in advance and implementing the FMU on the ground). Any use of FMUs that result in a time lag between project emissions and their reduction by GHG credits from FMUs must be compensated through a prorated surcharge of additional FMUs proportional to the effect of the delay. Because emissions of CO2 in the atmosphere reach their peak radiative forcing within 10 years, a surcharge of 10 percent for every year of lag between project emissions and their reduction through a FMU will be added to the GHG credit requirement (i.e., 1.10 FMUs would be required to mitigate 1 metric ton of project GHG emissions generated in the year prior to funding and implementation of the FMU). ***Verification and Independent Review of GHG Credits*** *All GHG credits will be verified by an independent verifier accredited by the ANSI National Accreditation Board (ANAB) or CARB, or an expert with equivalent qualifications to the extent necessary to assist with the verification. Following the standards and requirements established by the accreditation board (i.e., ANAB or CARB), the verifier will certify the following.*			

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		• *GHG credits conform to a CARB-approved protocol or a protocol that is equal to or more rigorous than CARB requirements under 17 CCR 95972. Verification of the latter requires certification that the credits meet or exceed the standards in 17 CCR 95972.* • *GHG credits are real, permanent, quantifiable, verifiable, enforceable, and additional, as defined in this measure.* • *GHG credits are purchased according to the geographic prioritization standard defined in this measure under Geographic Prioritization of GHG Credits.* *Verification of GHG offsets must occur as part of the certification process for compliance with the accounting protocol. Because FMUs are GHG credits that will result from future projects, additional verification must occur beyond initial certification is required. Verification for FMUs must include initial certification and independent verification every 5 years over the duration of the FMU generating the GHG credits. The verification will examine both the GHG credit realization on the ground and its progress toward delivering future GHG credits. The applicant will retain an independent verifier meeting the qualifications described above to certify reductions achieved*			

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		by FMUs are achieved following completion of the future reduction project. *Conformance with the foregoing requirement shall be confirmed through review and approval of building permit plans by the City of Oakley Planning Division.*			
		4.3-8(b) Consistent with the BAAQMD's Transportation criterion c., prior to the approval of project improvement plans, the applicant shall indicate that EV capable parking spaces and EV capable spaces with EVSE shall be installed throughout the project site consistent with current CalGreen Tier 2 standards. Compliance with this measure shall be ensured by the City of Oakley Planning Division.	City of Oakley Planning Division	Prior to the approval of project improvement plans	
Chapter 4.4 – Biological Resources					
4.4-1	Have a substantial adverse effect, either directly or through habitat modifications, on special-status plant species.	***Non-East Contra Costa County HCP/NCCP Plants*** *4.4-1 Prior to the commencement of construction, surveys and subsequent mitigation, if plants are found, shall follow the ECCC HCP/NCCP guidelines for covered plant species, if either Contra Costa wallflower, Hoover's cryptantha, or Antioch Dunes evening-primrose are identified on-site, the project applicant shall contact USFWS and CDFW to determine if an incidental take permit is necessary for potential project impacts to either species. USFWS and CDFW shall determine if additional mitigation is required, or if the requirements of the ECCC HCP/NCCP would be satisfactory. Written verification of the USFWS and CDFW*	U.S. Fish and Wildlife Service (USFWS) California Department of Fish and Wildlife (CDFW) City of Oakley Planning Division	Prior to commencement of construction, if plants are found If either Contra Costa wallflower, Hoover's cryptantha, or Antioch Dunes evening-primrose, are identified on-site	

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		determination shall be provided to the City of Oakley Planning Division.			
4.4-2	Have a substantial adverse effect, either directly or through habitat modifications, on Crotch's bumble bee.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-2 Prior to the commencement of construction, a qualified entomologist shall conduct a take avoidance survey for active bumble bee colony nesting sites in any previously undisturbed areas, if project construction occurs during the flying season (March through August). Surveys shall take place during the flying season when the species is most likely to be detected above ground. The surveys shall occur when temperatures are above 60 degrees Fahrenheit, on sunny days with wind speeds below eight miles per hour, and at least two hours after sunrise and three hours before sunset, as such conditions are the best to detect bumble bees. Surveyors shall conduct transect surveys focusing on detection of foraging bumble bees and underground nests using visual aids such as binoculars. Survey results, including negative findings, shall be submitted for review and approval to the City of Oakley Planning Division prior to the start of ground-disturbing activities. If Crotch's bumble bees or potential Crotch's bumble bees are not detected, further mitigation shall not be required. If potential Crotch's bumble bees are seen, but cannot be identified, the applicant shall obtain authorization from CDFW to use non-lethal netting methods to capture bumble bees to identify the bumble bees to species. If*	City of Oakley Planning Division CDFW	Prior to commencement of construction, if project construction occurs during the flying season (March through August)	

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		protected bumble bee nests are found, a plan to protect bumble bee nests and individuals to ensure no take of Crotch's bumble bee shall be developed by a qualified entomologist in consultation with the CDFW and City of Oakley Planning Division.			
4.4-3	Have a substantial adverse effect, either directly or through habitat modifications, on California glossy snake and Northern California legless lizard.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-3 Prior to commencement of construction, a qualified biologist shall conduct coverboard surveys on the project site for both California glossy snake and Northern California legless lizard. Flattened cardboard boxes and pieces of plywood shall be placed abundantly throughout the project site one month prior to the start of project construction. The qualified biologist shall survey the project site and check the coverboards regularly to search for the presence of either species. Coverboards placed over sandy soil shall be lifted and carefully hand-raked approximately 15 inches deep in search of the Northern California legless lizard. Written verification of survey results shall be submitted to the City of Oakley Planning Division.* *If neither species is identified on-site, further mitigation shall not be required and project construction may proceed, provided all other applicable permits and authorizations are obtained. However, if the California glossy snake or Northern California legless lizard are identified on the project site, CDFW shall be*	City of Oakley Planning Division CDFW	Prior to commencement of construction	

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		contacted for further guidance prior to the start of project construction. Proof of correspondence with CDFW and implementation of CDFW recommendations shall be submitted to the City of Oakley Planning Division.			
4.4-4	Have a substantial adverse effect, either directly or through habitat modifications, on western pond turtle.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-4 A western pond turtle survey shall be conducted by a qualified biologist, at most, 48 hours prior to construction within the portion of the North Development Area where construction activities overlap with wetland habitats, and within 150 feet of wetlands. The results of the survey shall be submitted to the City of Oakley Planning Division. If western pond turtles or their nests are not found, further mitigation shall not be necessary.* *If a western pond turtle is observed within the proposed impact area, a qualified biologist shall relocate the individual to habitat of equivalent or greater value (e.g., riparian wetlands or riparian woodlands adjacent to a perennial creek or intermittent drainage) outside of the proposed impact area prior to construction. If a western pond turtle nest is observed within the proposed impact area, the nest shall be fenced off and avoided until the eggs hatch. The exclusion fencing shall be placed, at a minimum, 25 feet from the nest. A qualified biologist shall monitor the nest daily during construction to ensure that hatchlings*	City of Oakley Planning Division	48 hours prior to construction within the portion of the North Development Area where construction activities overlap with wetland habitats, and within 150 feet of wetlands	

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		do not disperse into the construction area. Relocation of hatchlings shall occur as stipulated above, if necessary.			
4.4-5	Have a substantial adverse effect, either directly or through habitat modifications, on Swainson's hawk.	***Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-5(a) Prior to the commencement of construction, the project applicant shall mitigate for the loss of suitable Swainson's hawk foraging habitat by implementing the following measure:* • *One acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed outside of the ECCC HCP/NCCP Permit Area. Protection shall be through purchase of mitigation bank credits or other land-protection mechanism acceptable to CDFW.* *Proof of purchase of mitigation credits as required per the above mitigation options shall be provided to the Oakley Planning Division for review and approval prior to initiation of ground disturbance for any portion of the project site.* *4.4-5(b) The project applicant shall implement the following avoidance measures for potential effects on Swainson's hawk nests during construction:* • *Prior to commencement of construction during the nesting season (March 15 through September 15), a qualified biologist shall conduct*	City of Oakley Planning Division CDFW City of Oakley Planning Division CDFW	Prior to commencement of construction During construction Prior to commencement of construction during the nesting season (March 15 through September 15)	

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		a preconstruction survey, at most, one month prior to construction to establish whether occupied Swainson's hawk nests occur on or within 1,000 feet of the area of proposed construction. The results of the survey shall be submitted to the City of Oakley Planning Division. If occupied nests are not found, then further mitigation shall not be required. • *If occupied nests are found, project construction activity shall not occur within a 1,000-foot buffer zone distance from the nest unless a lesser buffer zone is approved by the City in consultation with CDFW. During the nesting season, construction activities shall be avoided within the established buffer zone to prevent nest abandonment. Construction monitoring shall be required to ensure adherence to the established buffer zone. If young fledge prior to September 15, construction activities can proceed normally without a buffer zone. If an active nest site is present, but shielded from view and noise by other development or other features, the City may waive this avoidance measure (establishment of a buffer zone), if approved by the CDFW.* • *All nest trees shall be preserved on site, if feasible. Nest trees that cannot be preserved may only be removed*		If occupied nests are found	

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		outside of the nesting season (i.e., nest trees may only be removed September 16 through March 14), and subject to the requirements of ECCC HCP/NCCP Section 6.4.3.			
4.4-6	Have a substantial adverse effect, either directly or through habitat modifications, on white-tailed kite.	***East Contra Costa County HCP/NCCP Permit Area*** *4.4-6(a) Prior to any ground disturbance related to Covered Activities that occur during the nesting season for white-tailed kite (March 15 to August 31), a qualified biologist shall conduct a preconstruction survey, at most, one month prior to construction to establish whether white-tailed kite is nesting in trees within or visible from the site. In the event active nests are found, an initial 300-foot buffer shall be established around the nest tree. Ground disturbance related to covered activities within the buffer shall either be delayed until a qualified biologist determines nesting is complete, or until the applicant consults with the ECCC HCP/NCCP Implementing Entity and CDFW and implements CDFW-approved measures to minimize potential disturbance. A report detailing the methodology and results of the survey and, if applicable, compliance with the provisions established herein shall be submitted for review and approval to the City of Oakley Planning Division.* ***Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-6(b) Implement Mitigation Measure 4.4-8.*	City of Oakley Planning Division See Mitigation Measure 4.4-8	Prior to any ground disturbance related to Covered Activities that occur during the nesting season for white-tailed kite (March 15 to August 31) See Mitigation Measure 4.4-8	

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4.4-7	Have a substantial adverse effect, either directly or through habitat modifications, on western red bat.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-7 A bat survey shall be conducted 15 days prior to the commencement of construction (including tree removal). All bat surveys shall be conducted by a biologist with known experience surveying for bats. Both tree canopies and understories shall be examined for evidence of bat roosting. Written verification of survey results shall be submitted to the City of Oakley Planning Division. If western red bats or other special-status bat species are not found, further mitigation for special-status bats shall not be required.* *If special-status bats are found, a determination shall be made by the qualified biologist young are present. If young are found roosting in any tree, impacts to the tree(s) shall be avoided until the young have reached independence of the tree. A non-disturbance buffer fenced with orange construction fencing shall also be established around the maternity site. The size of the buffer zone shall be determined by a qualified bat biologist at the time of the surveys. If adults are found roosting in a tree or building on the project site, but maternal sites are not found, the following measures shall be undertaken to avoid impacting the bats:* • *Tree trimming and/or removal shall only be conducted during seasonal*	City of Oakley Planning Division	15 days prior to the commencement of construction (including tree removal)	

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		periods of bat activity: between August 31 and October 15, when bats would be able to fly and feed independently, and between March 1 and April 15 to avoid hibernating bats, and prior to the formation of maternity colonies. • *Any trees that will be removed and that the biologist has identified as having potentially suitable bat roost habitat shall be removed using a two-day phased removal method:* ○ *On day one, in the afternoon, limbs and branches shall be removed using chainsaws only. Limbs with cavities, crevices, and deep bark fissures shall be avoided.* ○ *On day two, the rest of the tree shall be removed under the direct supervision of the biologist.* *If tree removal must occur outside of the seasonal activity periods mentioned above (i.e., between October 16 and February 28/29, or between April 16 and April 30), then a qualified biologist with at least two years of experience surveying for bats shall conduct preconstruction surveys within 14 days of starting work. If the qualified biologist finds evidence of bat presence during the surveys, then the biologist shall develop a plan for*			

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		removal and exclusion, in conjunction with CDFW.			
4.4-8	Have a substantial adverse effect, either directly or through habitat modifications, on other nesting birds and raptors protected under the MBTA and CFGC, including loggerhead shrike.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-8 A nesting survey shall be conducted by a qualified biologist within seven days of commencement of project construction if the work would commence between February 1st and August 31st. The nesting survey shall include an examination of the coast live oak trees, eucalyptus and pine trees, shrubs, and ground vegetation on the project site and within 200 feet of the entire project site (i.e., within a zone of influence of nesting birds). The zone of influence shall include the areas outside the project site where birds could be disturbed by earth-moving vibrations and/or other construction-related noise. Written verification of survey results shall be submitted to the City of Oakley Planning Division. If active nests are not found, further mitigation for nesting birds and raptors shall not be required.* *If birds are identified nesting within the zone of influence, a qualified biologist shall establish a temporary protective nest buffer around the nest(s). The nest buffer shall be staked with orange construction fencing. The buffer shall be of sufficient size to protect the nesting site from construction-related disturbance and shall be established by a qualified ornithologist or biologist with extensive experience working with nesting birds near and on construction*	City of Oakley Planning Division	Within seven days of commencement of project construction if the work would commence between February 1st and August 31st	

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		sites. Nesting buffers shall be 50 feet from the nest site or nest tree dripline for passerine birds and 300 feet for sensitive nesting birds, including raptor species known from the region of the project site. *Construction or earth-moving activity shall not occur within any established nest-protection buffer prior to September 1, unless determined by a qualified ornithologist/biologist that the young have fledged and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed. At the end of the nesting cycle, and fledging from the nest has occurred, as determined by a qualified biologist, temporary nesting buffers may be removed, and construction may commence in established nesting buffers without further regard for the nest site.*			
4.4-10	Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-10(a) Prior to the commencement of construction in the North Development Area, the project proponent shall submit a formal Aquatic Resources Delineation to the U.S. Army Corp of Engineers (USACE) for verification purposes and determination as to whether the project activities will require a Clean Water Act (CWA) Section 404 permit. The Aquatic Resources Delimitation shall be conducted according to the wetland types and wetland delineation provisions described in Table 9-5,*	U.S. Army Corp of Engineers (USACE) City of Oakley Planning Division	Prior to commencement of construction in the North Development Area	

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		Wetland Fee and Acreage Determination Methods, of the ECCC HCP/NCCP. The Aquatic Resources Delineation shall also document the expected impact on the jurisdictional wetlands and waters that would result from the project. A copy of the USACE's determination shall be submitted to the City of Oakley Planning Division.			
		4.4-10(b) If a Clean Water Act (CWA) Section 404 permit is determined to be necessary, prior to the issuance of grading permits, the project applicant shall apply for a Section 404 permit from the USACE. Waters that would be lost or disturbed shall be restored, replaced or rehabilitated on a "no-net-loss" basis. Habitat restoration, rehabilitation, and/or replacement shall be at a location and by methods acceptable to the USACE. In the event that a Section 404 permit is required, the project applicant shall also apply for a Section 401 water quality certification from the Regional Water Quality Control Board (RWQCB) prior to the issuance of grading permits and adhere to the certification conditions therein.	USACE Regional Water Quality Control Board (RWQCB)	Prior to issuance of grading permits	
4.4-12	Conflict with any local policies or ordinances protecting biological resources, such as the City of Oakley's Heritage and Protected Tree standards.	***East Contra Costa County HCP/NCCP Permit Area and Non-East Contra Costa County HCP/NCCP Permit Area*** *4.4-12 Prior to project-related tree removal, the project applicant shall be required to comply with the standards included in Section 9.1.1112 of the City's Municipal Code by implementing one of the options provided in Section 9.1.1112(g)(11)(a), to the satisfaction*	Director of the Community Development Department or the Planning Commission	Prior to project-related tree removal	

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		of the Director of the Community Development Department or the Planning Commission, as applicable.			
Chapter 4.5 – Cultural and Tribal Resources					
4.5-2	Cause a substantial adverse change in the significance of a unique archeological resource pursuant to CEQA Guidelines, Section 15064.5 or disturb human remains, including those interred outside of dedicated cemeteries.	*4.5-2(a) Prior to initiation of ground-disturbing activities, a qualified archaeologist shall conduct a short awareness training session for all construction workers and supervisory personnel. The course shall explain the importance of, and legal basis for, the protection of significant archaeological resources. Each worker shall also learn the proper procedures to follow in the event cultural resources or human remains/burials are uncovered during construction activities, including work curtailment or redirection and to immediately contact their supervisor and the archaeological monitor. The worker education session shall include visuals of artifacts (precontact and historic) that might be found in the project vicinity and take place on the construction site immediately prior to the start of construction. Documentation of the training (i.e., a sign-in sheet) shall be retained at the site and shall be submitted with applicable reports to the City of Oakley Planning Division.*	City of Oakley Planning Division	Prior to initiation of ground-disturbing activities	
		4.5-2(b) During project construction, a qualified Native American monitor shall be allowed to observe earth-moving activities. If archaeological resources are discovered during project construction, then all work shall halt within a 100-foot radius of the discovery. A qualified archaeologist, meeting the Secretary of the	City of Oakley Planning Division	During project construction	

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		Interior's Professional Qualification Standards for precontact and historic archaeologists, shall be called to evaluate the significance of the find. Work shall not continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the National Register of Historic Places (NRHP)/California Register of Historical Resources (CRHR). If a potentially eligible resource is encountered, then the archaeologist and the City of Oakley Planning Division shall arrange for either 1) total avoidance of the resource, if possible; 2) test excavations or total data recovery; or 3) other alternative forms of mitigation. The determination shall be formally documented in writing and submitted to the City of Oakley Division as verification that the provisions in CEQA for managing unanticipated discoveries have been met.			
		4.5-2(c) In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, further excavation at the site or any nearby area	Native American Heritage Commission (NAHC) City of Oakley Planning Division	In the event of the accidental discovery or recognition of any human remains	

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		suspected to contain human remains shall not occur until the county coroner has been notified to determine if an investigation into the cause of death is required. In the case of the proposed project, if the Contra Costa County Coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission (NAHC), which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. The potential exists that the NAHC may be unable to identify a most likely descendant, the most likely descendant fails to make a recommendation within 48 hours after notification by the NAHC, or the landowner or his/her authorized agent rejects the recommendation by the most likely descendant and mediation by the NAHC fails to provide a measure acceptable to the landowner. In such case, the landowner or an authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the NAHC shall be submitted for review and approval to the City of Oakley Planning Division.	Contra Costa County Coroner		
4.5-3	Cause a substantial adverse change in the significance of a tribal cultural resource, as	*4.5-3* *Implement Mitigation Measures 4.5-2(a) through 4.5-2(c).*	See Mitigation Measures 4.5-2(a) through 4.5-2(c)	See Mitigation Measures 4.5-2(a) through 4.5-2(c)	

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	defined in PRC Section 21074.				
Chapter 4.6 – Geology and Soils					
4.6-3	Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse, or be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code.	*4.6-3* *Prior to issuance of a grading permit, the applicant/developer shall incorporate the recommendations of a design-level geotechnical report into the Improvement Plans for approval by the City Engineer. The recommendations shall include, but are not limited to, the options available to reduce impacts related to lateral spreading, liquefaction, and subsidence/settlement. Once final grading plans are designed, the project's geotechnical engineers shall determine the appropriate methods of mitigating the effects of lateral spreading, liquefaction, and subsidence/settlement, such as:* • *Remove and replace potentially liquefiable soils and/or expansive and corrosive soils;* • *Strengthen foundations (e.g., post-tensioned slab, reinforced mat or grid foundation, or other similar system) to resist excessive differential settlement associated with seismically-induced liquefaction;* • *Support the proposed structures on an engineered fill pad (minimum of 5 feet thick) in order to reduce differential settlement resulting from seismically-induced liquefaction and post-seismic pore pressure dissipation; and/or*	City Engineer Director of Public Works Chief Building Official Qualified Geotechnical Engineer	Prior to issuance of a grading permit	

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		• *Densify potentially liquefiable soils with an in-situ ground improvement technique such as deep dynamic compaction, vibro-compaction, vibro-replacement, compaction grouting, or other similar methods.* *All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the Director of Public Works/City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the geotechnical report are properly incorporated and utilized in the project design.*			
4.6-4	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	*4.6-4* *Should construction or grading activities result in the discovery of unique paleontological resources, all work within 100 feet of the discovery shall cease. The City of Oakley Community Development Department shall be notified, and the resources shall be examined by a qualified archaeologist, paleontologist, or historian, at the developer's expense, for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist, paleontologist, or historian shall submit to the City of Oakley Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Work may only resume in the area of discovery when*	City of Oakley Community Development Department	Should construction or grading activities result in the discovery of unique paleontological resources	

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			the preceding requirements have been implemented. The language of this mitigation measure shall be included on any future grading plans, utility plans, and/or improvement plans approved by the City of Oakley.			
Chapter 4.7 – Hazards and Hazardous Materials						
4.7-1	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	*4.7-1*	*Prior to issuance of Certificate of Occupancy, future building tenant(s) shall disclose any use or disposal of hazardous materials that would occur as part of project operations to the City of Oakley Planning Division and the Contra Costa County Fire Protection District (CCCFPD). In the event that project operations would include such actions, the future building tenant(s) shall notify the Contra Costa Health Services Hazardous Materials Program (CCHSHMP) of the hazardous materials that would be handled during operations and file a Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) to CCHSHMP. The HMMP and HMIS shall consist of general business information, basic information on the location, type, quantity, and health risks of hazardous materials, and emergency response and training plans. Any and all requirements enforced by CCHSHMP shall be adhered to with a report documenting proof of compliance submitted to the City of Oakley Planning Division and CCHSHMP.*	City of Oakley Planning Division Contra Costa County Fire Protection District (CCCFPD) Contra Costa Health Services Hazardous Materials Program (CCHSHMP)	Prior to issuance of a Certificate of Occupancy	
4.7-2	Create a significant hazard to the public or the environment through	*4.7-2(a)*	*Prior to issuance of building permits, a qualified Environmental Engineer firm shall review the building plans to determine the vapor intrusion*	City Engineer	Prior to issuance of building permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment.	*risk factor. If potential health risks are identified in exceedance of the applicable environmental screening levels (ESLs) established by the Regional Water Quality Control Board (RWQCB), building plans shall be revised to incorporate a vapor intrusion mitigation system (VIMS). The VIMS shall be required to demonstrate that potential health risks related to vapor intrusion are adequately reduced to below the applicable ESLs. For example, measures required to reduce the potential for vapor intrusion may include a vapor barrier to block vapors, passive or active subsurface system to capture and divert potential vapors, and/or other equivalent measures. The VIMS shall be submitted to the City Engineer for review and approval.*			
		4.7-2(b) *Prior to approval of grading permits, a surficial soil sample laboratory analysis shall be conducted in the vicinity of the existing buildings within the project site by a qualified Environmental Engineer in accordance with the California Department of Toxic Substances Control (DTSC) Interim Guidance for Sampling Agricultural Properties dated August 7, 2008. Once the soils are collected, the soils shall be tested for lead and asbestos. If encountered during soil sampling, the groundwater shall also be tested. If soil or groundwater contaminates are not found, further action is not required; however, if lead or asbestos is found to be higher than the allowable thresholds, the assessment shall include the*	City of Oakley Planning Division	Prior to approval of grading permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		appropriate mitigation including, but not limited to, soil remediation to an acceptable total threshold limit concentration (TTLC) level per applicable State and federal regulations by excavation of the contaminated soil, and subsequent transportation and disposal off-site at an appropriate Class I or Class II facility permitted by DTSC; or by properly capping the contaminated soil, in compliance with DTSC regulations (e.g., placing soils underneath project roadways, etc.). Materials containing more than one (1) percent asbestos that is friable are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one (1) percent friable asbestos shall be completed in accordance with BAAQMD Section 11-2-303. All recommended mitigation measures shall be implemented by the project applicant, subject to review and approval by the City of Oakley Planning Division.			
Chapter 4.8 – Hydrology and Water Quality					
4.8-1	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during construction.	*4.8-1 Prior to issuance of any grading permits, the contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the Central Valley RWQCB. The contractor shall file the Notice of Intent (NOI) and associated fee to the SWRCB. The SWPPP shall serve as the framework for identification, assignment, and implementation of BMPs. The contractor shall implement BMPs to reduce pollutants in stormwater discharges to the maximum extent practicable. Construction (temporary) BMPs for the project*	Central Valley RWQCB City of Oakley Public Works Director/City Engineer	Prior to issuance of any grading permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		may include, but are not limited to: fiber rolls, straw bale barrier, straw wattles, storm drain inlet protection, velocity dissipation devices, silt fences, wind erosion control, stabilized construction entrance, hydroseeding, revegetation techniques, and dust control measures. The SWPPP shall also be submitted to the City of Oakley Public Works Director/City Engineer for review and approval and shall remain on the project site during all phases of construction. Following implementation of the SWPPP, the contractor shall subsequently demonstrate the SWPPP's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable.			
4.8-2	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during operation.	*4.8-2 As part of the Improvement Plan submittal process, the preliminary Stormwater Control Plan provided during environmental review shall be submitted in final format for the review and approval of the City of Oakley Public Works Director/City Engineer. The final Stormwater Control Plan will be reviewed in concert with the Improvement Plans to confirm conformity between the two. The report shall be prepared by a Registered Civil Engineer and shall, at a minimum, include: A written text addressing existing conditions, the effects of the proposed improvements, all appropriate calculations, watershed maps, changes in flows and patterns, and proposed on- and off-site improvements to accommodate flows from*	City of Oakley Public Works Director/City Engineer	During the Improvement Plan submittal process	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		this project. The report shall identify water quality protection features and methods to be used during construction, as well as long-term post-construction water quality measures. The final Stormwater Control Plan shall be prepared in conformance with the requirements of the C.3 Guidebook that are in effect at the time of Improvement Plan submittal.			
4.8-4	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: substantially increase the rate or amount of surface runoff in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; or create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or	*4.8-4* *Prior to approval of final project improvement plans, a final drainage plan shall be submitted to the City of Oakley Public Works Director/City Engineer for review and approval demonstrating the project's compliance with all State stormwater standards and requirements. The final drainage plan shall identify the water quality treatment and source control measures needed to ensure that stormwater runoff from the proposed project is adequately treated and peak flows do not exceed the capacity of the receiving storm drainage system.*	City of Oakley Public Works Director/City Engineer City of Oakley Engineering Department	Prior to approval of final project improvement plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
	provide substantial additional sources of polluted runoff.				
4.8-5	Substantially alter the existing drainage pattern of the site or area in such a manner as to impede or redirect flood flows, or in flood hazard, tsunami, or seiche zone, risk release of pollutants due to project inundation.	*4.8-5* *Prior to grading activities, the Improvement Plans shall show that the building pads of Building 2 and Building 3 are raised above the 100-year base flood elevation. A Hydrology Study shall be submitted for the review and approval of the City of Oakley Public Works Director/City Engineer. The Hydrology Study shall be reviewed in concert with the Improvement Plans to determine if the fill required as part of the proposed project would result in a base flood elevation increase of greater than one foot at surrounding properties.* *Should the Hydrology Study determine that a base flood elevation increase of greater than one foot would occur at surrounding properties, as part of the Improvement Plan submittal process, the project applicant shall obtain a Conditional Letter of Map Revision Based on Fill from FEMA for the placement of Building 2 and Building 3 within the FEMA-identified Flood Hazard Zone AE within the North Development Area. A copy of the Conditional Letter of Map Revision Based on Fill from FEMA shall be submitted to the Public Works and Engineering Department prior to issuance of certificates of occupancy for Building 2 and Building 3.*	City of Oakley Public Works Director/City Engineer	Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
Chapter 4.10 - Noise					
4.10-2	Generation of a substantial permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.	*4.10-2(a) Prior to approval by the City Engineer of the final Improvement Plans for the proposed project, the Improvement Plans shall include the following requirements:* • *Eight-foot-tall sound walls shall be constructed along portions of the northern boundary of the North Development Area, in the location indicated in Figure 4.10-5 and the Environmental Noise Assessment.* • *The noise barrier wall shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials or equivalent materials, as approved by the City engineer, that achieve the required total height and acoustical attenuation. Wood shall not be used due to eventual warping and degradation of acoustical performance. The barrier height shall be relative to the commercial building pads or the nearby residences, whichever is greater.*	City Engineer	Prior to approval by the City Engineer of final Improvement Plans	
		4.10-2(b) Prior to approval by the City Engineer of the final Improvement Plans for the proposed project, the Improvement Plans shall indicate that development of the proposed project includes installation of quiet pavement at the following roadway segments, as indicated in Figure 4.10-6 and the Environmental Noise	City Engineer	Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project						
Impact Number	**Impact**	**Mitigation Measures**		**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
			Assessment prepared for the proposed project by Saxelby Acoustics: *1. Main Street from Bridgehead Road to Sandy Lane; and* *2. Big Break Road, north of the at-grade railroad crossing.* *The pavement would be required for any portion of the roadway passing a noise-sensitive use, and for a distance of 100 feet on either side of the sensitive-use.*			
4.10-4	Generation of a substantial permanent increase in ambient noise levels associated with development of the proposed project in combination with future development.	*4.10-4*	*Implement Mitigation Measures 4.10-2(a) and 4.10-2(b).*	See Mitigation Measures 4.10-2(a) and 4.10-2(b)	See Mitigation Measures 4.10-2(a) and 4.10-2(b)	
Chapter 4.12 – Transportation						
4.12-1	Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.	*4.12-1*	*Prior to the issuance of grading and building permits, the project applicant shall prepare a Construction Traffic Management Plan for review and approval by the City Engineer. The requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:* • *A project staging plan to maximize on-site storage of materials and equipment;* • *A set of comprehensive traffic control measures, including scheduling of*	City Engineer	Prior to issuance of grading and building permits	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones and other warning devices for drivers; and designation of construction access routes; • *Provisions for maintaining adequate emergency access to the project site;* • *Permitted construction hours, per City of Oakley standards;* • *Designated locations for construction staging areas;* • *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations;* • *Signs posted at the entrances to the construction sites noting who to contact if there are questions or concerns, along with a contact phone number; and* • *Provisions for street sweeping to remove construction-related debris on public streets.*			
4.12-2	Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.	*4.12-2* *Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:* • *In accordance with the 2022 California Green Building Code:* ○ *Short-term bicycle parking (bicycle racks) for at least five percent of the number of*	City Engineer	Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		vehicle parking spaces shall be provided onsite; and ○ *Long-term bicycle parking (bicycle lockers) for at least five percent of the tenant employees working onsite shall be provide onsite.* • *Consistent with Figure 3-8 Bikeway Network Plan of the City of Oakley General Plan:* ○ *A Class I bicycle path shall be installed along the project's Big Break Road frontage;* • *Crosswalks and actuated pedestrian signals shall be installed at the intersection of Live Oak Avenue and Main Street on all four approaches;* • *Crosswalks shall be installed at the intersection of Big Break Road and Vintage Parkway on all four approaches;* • *The proposed sidewalk on Main Street shall be extended from the eastern edge of the project site to the intersection of Main Street and Big Break Road; and* • *Sidewalks shall be provided along all primary internal roadways.* ○ *A Class II bicycle lane shall be along the project's Bridgehead Road frontage, consistent with Figure 3-8 Bikeway Network Plan of the*			

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		City of Oakley's General Plan; and ○ *Class IV separated bikeway along the project's Main Street frontage.* *Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City Engineer.*			
4.12-4	Substantially increase hazards to vehicle safety due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	*4.12-4(a) Prior to Improvement Plan approval, the Improvement Plan for the proposed project shall be reviewed by the City Engineer to ensure that adequate sight distance is maintained at all project driveways. Objects greater than three feet in height (i.e., landscaping, monument signs, etc.) shall not be allowed within the sight distance triangles at project driveway intersections. Particular attention should be given to the northern project driveway on Bridgehead Road.* *4.12-4(b) Prior to Improvement Plan approval, the Improvement Plans for the proposed project shall indicate that development of the proposed project includes:* • *The proposed westernmost driveway on Main Street shall be relocated to the east. The driveway shall have a minimum separation of 250 feet from the existing Dutch Bros. Coffee driveway to provide for adequate and safe operations without conflicts;*	City Engineer City Engineer	Prior to approval of Improvement Plans Prior to approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM Bridgehead Industrial Project					
Impact Number	**Impact**	**Mitigation Measures**	**Monitoring Agency**	**Implementation Schedule**	**Sign-off**
		• *The proposed internal "horseshoe shaped" intersection located north of the intersection of Main Street and Live Oak Avenue shall be redesigned to include a 90-degree intersection of internal streets with the maximum amount of throat depth possible. The intersection shall have a minimum throat depth of 200 feet;* • *The two proposed eastern driveways on Main Street shall be relocated to align with existing streets on the south side of the roadway to eliminate turning conflicts and clarify right of way; and* • *R5-2 "No Trucks" signs shall be installed on internal roadways at the locations illustrated on Figure 4.12-4. Installation of the signs shall be required to prevent trucks from exiting the project site by way of Big Break Road during project operation, where heavy trucks are prohibited.* *Inclusion of the foregoing requirements on the Improvement Plans for the proposed project shall be subject to review and approval by the City of Oakley City Engineer.*			

ORDINANCE NO. XX-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A DEVELOPMENT AGREEMENT FOR THE PROJECT KNOWN AS "BRIDGEHEAD INDUSTRIAL PROJECT (DA 2025-01)" (APNS 037-020-007, 037-040-007 and 037-040-015)

WHEREAS, the City has enacted a Development Agreement Ordinance, codified as Chapter 3 of Title 9 of the Oakley Municipal Code ("OMC") establishing the procedures and requirements for the consideration of development agreements pursuant to California Government Code Section 65864 et seq.; and

WHEREAS, on December 13, 2023, Oxfoot Oakley LLC ("Applicant") filed an application requesting approval of:

1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI);

2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan;

3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots;

4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet;

5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and

6) a Development Agreement (DA 2025-01) ("Project").

The northern and southern portions are bisected by the BNSF railroad tracks and known as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015); and

WHEREAS, on March 26, 2025, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted 1) Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations, and 2) Planning Commission Resolution No. 3-26 recommending City Council approve the project titled, "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)," as conditioned; and

WHEREAS, on or before February 26, 2026, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, was posted to the City's website, and was mailed out to all owners of property within a 500-foot radius of the project's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 10, 2026, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, on March 10, 2026, the City Council took the following additional actions related to the Project:

- Adoption of City Council Resolution No. XX-26, certifying the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471);
- Adopting of City Council Resolution No. XX-26, approving the Project's proposed General Plan Amendment (GPA 02-23);
- Waiving the first reading and introducing of an ordinance to approve the Project's Rezone application (RZ 04-23);
- Adoption of City Council Resolution No. XX-26 approving the Project's proposed Tentative Map (TM 10-23), Design Review (DR 11-23), and Master Sign Program (MSP 01-23); and

WHEREAS, these Findings are based upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its March 10, 2026 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of

such meetings, together with the documents contained in the file for the project (hereinafter the "Record"); and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the Project approval for the Development Agreement (DA 2025-01, as shown in Exhibit "A" of this resolution:

SECTION 1. Findings

Pursuant to Oakley Municipal Code Chapter 9.3, the City Council hereby finds and determines as follows:

A. Regarding the application requesting approval of a Development Agreement (DA 2025-01), the City Council finds that the Proposed Development Agreement:

1. Is consistent with the objective, policies, general land uses and programs specified in the General Plan;

2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;

3. Is in conformity with public convenience, general welfare and good land use practice;

4. Will not be detrimental to the health, safety and general welfare;

5. Will not adversely affect the orderly development of property; and

6. Pursuant to Oakley Municipal Code Section 6.12.154, the project includes conditions to address hazards related to construction or development in flood hazard zones in that Mitigation Measure 4.8-5 of the Project EIR reduces the impact to less than significant by requiring a Hydrological Study, raising the buildings out of the Flood Zone, and potentially needing to file a Conditional Letter of Map Revision.

B. The Project complies with Measure J Growth Management requirements.

SECTION 2. Approval of the Development Agreement

The City Council hereby approves the proposed Development Agreement, included as Exhibit "A" to this ordinance, and authorizes and directs the Mayor to sign it.

SECTION 3. Recordation of Development Agreement

Within ten (10) days after the Mayor executes the Development Agreement, the City Clerk shall submit the Development Agreement to the County Recorded for recordation.

SECTION 4. Effective Date and Posting

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

PASSED AND ADOPTED by the City Council of the City of Oakley on this _____ day of _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

I HEREBY CERTIFY that in accordance with Government Code Section 40806, this ordinance is a true and correct copy of a city ordinance. It has been published or posted pursuant to law.

_____
Kim Snodgrass, CMC
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Oakley
Attn: City Clerk
3231 Main Street
Oakley, CA 94561

Exempt from Fees Per Gov. Code § 6301

Space above this line for Recorder's Use Only

DEVELOPMENT AGREEMENT

By and Between

City of Oakley

and

Oxfoot Oakley, LLC

_____, 2026

DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2026 by and among the City of Oakley, a municipal corporation (hereinafter "CITY"), and Oxfoot Oakley, LLC, a Nevada limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and the CITY's Municipal Code (Chapter 3 of Title 9 Development Agreements); and

WHEREAS, OWNER has an equitable interest in approximately 164 acres of real property in the CITY (the "Property"), as described in more detail in Exhibit "A" and generally depicted in Exhibit "B", where OWNER will construct and operate the Project contemplated and specifically defined herein;

WHEREAS, OWNER has requested CITY to enter into a development agreement (the "Agreement"), and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of the CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, on January 20, 2026, at a duly noticed public hearing, the CITY Planning Commission considered the Project, which consisted of the following entitlements: General Plan Amendment (GPA 02-23), Rezoning (RZ 04-23), , Tentative Map (TM 10-23), Design Review (DR 11-23), Master Sign Program (MSP 01-23), and this Development Agreement (DA 2025-01), and recommended approval thereof to the CITY Council through adoption of Planning Commission Resolution No. ____; and

WHEREAS, on _____, 2026, at a duly noticed public hearing, the CITY Council considered the Project for approval, which consisted of the following entitlements: General Plan Amendment (GPA 02-23), Rezoning (RZ 04-23), Tentative Map (TM 10-23), Design Review (DR 11-23), Master Sign Program (MSP 01-23), and this Development Agreement (DA 2025-01), and approved all the Project entitlements by virtue of approving City Council Resolution No(s). _____ and Ordinance No(s). ___ as further detailed on Exhibit "C"; and

WHEREAS, Ordinance No(s). ___ was approved after second reading on _____, 202_; and

WHEREAS, all of the procedures of the California Environmental Quality Act ("CEQA") have been met with respect to approving the Project and the Agreement by virtue of the preparation and certification of the Environmental Impact Report (State Clearinghouse No. 202405041) (the "EIR"). At the above-described duly noticed public hearing on _____, the CITY Council found and determined that the EIR was prepared in accordance with the requirements of CEQA and adequately describes the impacts of the Project described in the EIR, which included consideration of this Agreement, and certified the EIR; and

WHEREAS, the Project's Existing Development Approvals set forth in detail on Exhibit "C" and incorporated herein by this reference, the Project generally permits 3.1 million square feet of light industrial warehouse and logistic buildings and potentially data center uses on the Property, as well as utility facilities, associated roadways and other necessary infrastructure; and

WHEREAS, this Agreement and the Project are consistent with the CITY's General Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Oakley.

1.1.3 “CITY Council” means the legislative body of the CITY.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) general plans, specific plans, and general plan and specific plan amendments;

(b) All Planned Unit Development (“PUD”) approvals and amendments thereto;

(c) tentative and final subdivision maps, parcel maps and Development Plans;

(d) development plan, site plan, design review, and master signage.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property. All Subsequent Development Approvals, upon their final approval by the City, shall automatically be included in this definition of the Development Plan.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.12 "General Plan" means the CITY's General Plan adopted on January 11, 2022, including all General Plan Amendments approved since that date.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project.

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to

the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.17 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.18 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.19 "PUD" shall mean the Planned Unit Development adopted for Project as part of the Existing Development Approvals, and as may be amended as part of a future Subsequent Development Approval.

1.1.20 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.4 of this Agreement.

1.1.21 "Subsequent Development Approvals" means all discretionary Development Approvals required or otherwise approved by the CITY with the consent of the OWNER subsequent to the Effective Date in connection with development of the Property. Upon their Approval, all Subsequent Development Approvals automatically become part of the vested Project and Development Plan pursuant to this Agreement.

1.1.22 "Subsequent Land Use Regulations" means any discretionary Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit “B” – Map showing Property and its location.

Exhibit “C” – Existing Development Approvals.

Exhibit “D” – Existing Land Use Regulations.

Exhibit “E” – Offsite Improvements.

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it has a legal or equitable interest in the Property. To the extent OWNER does not own fee simple title to the Property, OWNER shall, prior to the Effective Date, obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of twenty (20) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign its interest in the Property to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment of the Property shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to Owner’s interest in the Property. Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY’s City Manager or designee, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the OWNER’S interest in the portion of the Property so sold, transferred or assigned.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment of the Property, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in the Property sold, transferred, or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed an agreement as required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee of OWNER'S interest in the Property provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon the OWNER'S interest in the Property sold, transferred or assigned.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred portion of the Property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The assignee's exercise, use and enjoyment of the OWNER'S interest in the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. If the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. Notwithstanding the foregoing, implementation of the Project may require minor modifications of the details of the Development Plan and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, modifications of the Development Plan that are not material, non-substantive, or procedural shall not require an amendment to this Agreement. A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, cost, density, intensity of use, permitted uses, the

maximum height and size of buildings, the reservation or dedication of land for public purposes, or the improvement and construction standards and specifications for the Project. These modifications may be memorialized in operating memoranda.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

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

With a copy to:

City of Oakley
Attn: Ken Strelo, Community Development Director
3231 Main Street
Oakley, CA 94561
Email: strelo@ci.oakley.ca.us

If to OWNER:

Oxfoot Oakley, LLC24737 Arnold Dr.
Sonoma, CA 95476
Attention: Fred Cline and Spencer Bunting
Email 1: fcline@clinecellars.com
Email 2: spencer@spearheadcapital.net

With a copy to:

John A. Ramirez
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
jramirez@rutan.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed

buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations, Development Plan, and Existing Development Approvals. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Reservations of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations, and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict with this Agreement but to which the OWNER consents.

3.4.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan and/or the Existing Development Approvals, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan and/or the Existing Development Approvals. CITY shall process all applications for Subsequent Development Approvals in an expeditious manner. Upon final approval by the City, all Subsequent Development Approvals should automatically become subject to this Agreement, and specifically, shall automatically be vested pursuant to Section 3.1 of this Agreement as part of the Development Plan.

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.5 [Intentionally Omitted.]

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not within OWNER'S CONTROL ("Offsite Improvements"), the CITY and OWNER shall cooperate

in acquiring the necessary legal interest ("Offsite Property"). This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not within OWNER's control, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. The CITY may use its power of eminent domain to acquire Offsite Property if OWNER's efforts to obtain the Offsite Property through voluntary negotiated purchase are unsuccessful.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.8 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that this Agreement expires. The CITY may, in its discretion, extend any such map for an additional period beyond its original term, so long as the subdivider files a written request for an extension with CITY prior to the expiration of the initial year term. Likewise, the expiration of all entitlements approved as part of the Existing Development Approvals and any Subsequent Development Approvals that would otherwise expire shall be automatically extended for the entire Term of this Agreement.

4. PUBLIC BENEFITS. In exchange for certain public benefits from the CITY including the vesting of the Project pursuant to this Agreement, OWNER agrees to contribute Two Hundred Fifty Thousand Dollars ($250,000.00) towards construction of an overhead rail crossing on Bridgehead Road. In addition, OWNER may be required to construct one (1) or several Offsite Improvements, including, but perhaps not limited to the widening of Main Street. Such Offsite Improvements are further described and set forth in Exhibit "E" attached hereto. To the extent such Offsite Improvements are subject to development impact fee reimbursement and/or credits, or any other type of public credit, such credits shall not exceed OWNER's actual cost in constructing such Offsite Improvements.

5. REVIEW FOR COMPLIANCE.

5.1 Periodic and Special Reviews.

5.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The City Manager shall begin the review proceeding by giving thirty (30) day written notice to OWNER that the CITY intends to undertake a period review of this Agreement. OWNER must demonstrate good faith compliance with the terms of this Agreement by submitting an Annual Monitoring Report to CITY, in a form acceptable to the CITY Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days of receipt of the Annual Monitoring Report, the City Council shall determine whether the OWNER has demonstrated good faith compliance with the terms of this Agreement. If the City Council determines that OWNER has shown good faith compliance, they must make such determination by minute action or resolution. If the City Council determines that OWNER has not complied with this Agreement, the Council must make written findings based on substantial evidence. If the City Council finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the City Council may modify or terminate this Agreement.

5.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(a) Recommendation of the CITY's City Manager, City Engineer, or Community Development Director; or

(b) Affirmative vote of at least (3) members of the City Council.

5.1.3 Notice of Special Review. The City Manager or its designee shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

5.1.4 Public Hearing. The City Council shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

5.1.5 Findings Upon Public Hearing. The City Council shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

5.1.6 Procedure Upon Findings.

(a) If the City Council finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the City Council finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Manager to modify or terminate this Agreement.

5.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

5.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. If the CITY Council find that the OWNER has not complied in good faith with the terms and conditions of the agreement, the CITY Council may terminate this Agreement or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the CITY Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

5.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and Board of Supervisors that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or Board of Supervisors.

6. [OMITTED]

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or

with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER. OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY and OWNER as provided in Section 8.1 herein.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 8.2 herein, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 8.2 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of

OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of Section 9.2 herein, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or

omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.4 Reservation of Rights. With respect to Sections 9.2 and 9.3 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.5 Survival. The provisions of this Sections 9.1 through 9.6 herein, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

9.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy

of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 herein.

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) herein, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and CITY shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Contra Costa County Recorder by the CITY Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the CITY Clerk shall have notice of such action recorded with the Contra Costa County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements

which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 herein, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

10.8 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.10 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations including inaction or delay caused by governmental agencies other than the CITY with jurisdiction over any portion of the Project, court actions (such as restraining orders or injunctions), viruses, pandemics, or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time

for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance.

10.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.12 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.13 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.14 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Contra Costa, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to another management level employee of the CITY.

10.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.18 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.19 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT

"OWNER"

OXFOOT OAKLEY, LLC
a Nevada limited liability company

By: _____
Name: Fred Cline
Title: Manager

Date: _____

"CITY"

CITY OF OAKLEY

By: _____
Name: Joshua McMurray
Title: City Manager

Date: _____

ATTEST:

_____
Kim Snodgrass
City Clerk

APPROVED AS TO FORM:

_____
Derek Cole
City Attorney

STATE OF CALIFORNIA

COUNTY OF _____)

On _____, 2026, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____(Seal)

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLEY, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Portion of the North 1/2 of Section 22, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the intersection of the Easterly line of State Highway No 24 (60 feet wide) as established in the Deed from John U Diethelm, et ux, to Contra Costa County, recorded July 14, 1925, in Book 3, Page 63, of Official Records, of said County, with a line parallel with and distant Southerly 100.00 feet, measured at right angles from the Southerly line of that certain 100 foot wide right of way as described in the Deed to the San Francisco and San Joaquin Valley Railway Company (predecessor in interest to the Atchison, Topeka and Santa Fe Railway Company), recorded February 11, 1899, in Book 81of Deeds, Page 307, Records of said County, thence South 78° 48' 31" East, along last said parallel line, 3,194.27 feet to a point in the Southerly line of that certain 100 foot wide right of way as provided for in the final decree under action 2933, Superior Court of Contra Costa County, entered September 17, 1898, in Book 7, Page 264, of Judgments, records of said County, thence along last said Southerly line, the following two courses: Southerly along the arc of a curve from whence a tangent bears South 68° 02' 28" East, concave Southerly and having a radius of 5679.65 feet, through a central angle of 01° 41' 20", a distance of 167.41 feet, thence South 66° 21' 08" East, tangent to the preceding curve, 1443.48 feet to a point in the Westerly line of the Parcel of land distributed to Lucy Machado in the decree of distribution had in the matter of the estate of Frank C. Machado, deceased, recorded December 31, 1934, in Book 364 of Official Records, Page 486, thence South 0° 58' 30" West, leaving last said Southerly right of way line and along last said Westerly line and its Southerly prolongation, 66 29 feet to a point in the Southerly line of said North half of Section 22, thence North 88° 45' 54" West, along said Southerly line, 2008.80 feet, thence North 89° 49' 34" West, continuing along last said Southerly line, 2652.49 feet to the Southwest corner of the Northwest quarter of said Section 22, thence North 0° 58' 42" East along the Westerly line of said Northwest quarter, 30.00 feet to a point in the Northerly line of State Highway No 4 (60 feet wide) (formerly Antioch to Oakley County Highway), last said Northerly line being also the Southerly boundary of the Parcels of land as described in the Deed from Ulnch Diethelm, et al, to James Pagnini and Anelita Pagnini, recorded November 27, 1941, in Book 627, Page 263, of Official Records, and in the Deed from Ulnch Diethelm, et al, to James Pagnini and Anelita Pagnini, recorded June 17, 1944, in Book 760, Page 395, of Official Records, thence South 89° 49' 34" East and along said Northerly line of State Highway No 4, a distance of 655.00 feet to the Southeast corner of said lands of James Pagnini, thence along the boundaries of said lands of James Pagnini, the following two courses: North 0° 58' 42" East along the Easterly boundary of said lands of James Pagnini 430.00 feet to a point in the Northerly boundary of said lands of James Pagnini, thence North 89° 49' 34" West along last said Northerly boundary, 625.00 feet to a point in said Easterly line of State Highway No 24, thence North 0° 58' 42" East leaving said boundary of said lands of James Pagnini, along last said Easterly line, 819.05 feet to the point of beginning.

Excepting therefrom: the North 44 feet of the South 74 feet, more or less, thereof, lying within State Highway 4, as described in the final order of Condemnation No C92-01223, Superior Court of California, County of Contra Costa, dated January 25, 1993 and recorded January 27, 1993 in Book 18232, Page 402, Official Records.

Also excepting therefrom, an undivided 1/2 interest in all oil, gas or other hydrocarbon substances in a portion of said property, as reserved in the Deed from Joseph L Ruckstuhl, et ux, to Santa Fe Land Improvement Company, a California corporation, recorded March 16, 1955, in Book 2496, Page 153, Official Records, and in the Deed from George Ruckstuhl, et ux, to Santa Fe Land Improvement Company, a California corporation, recorded March 16, 1955, in Book 2496, Page 156, Official Records.

APN: 037-040-015-2

EXHIBIT A
(Continued)

PARCEL TWO:

Portion of the North 1/2 of Section 22, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the intersection of the Easterly line of State Highway No 24 (60 feet wide) as established in the Deed from John U Diethelm et ux, to Contra Costa County, recorded July 14, 1925, in Book 3, Page 63, Official Records of said County, with the Southerly line of that certain 100 foot wide right of way as described in the Deed to the San Francisco and San Joaquin Valley Railway Company (predecessor in interest to the Atchison, Topeka and Santa Fe Railway Company), recorded February 11, 1899, in Book 81, Page 307, of Deeds, records of said County, thence South 78° 48' 31" East along last said Southerly line and along the Southerly line of that certain 100 foot wide right of way as described in the Deed from Joseph Ruckstuhl to the San Francisco and San Joaquin Valley Railway Company, recorded August 29, 1898 in Book 79, Page 252, of Deeds, records of said County, a distance of 2151.18 feet, thence Southeasterly, continuing along last said Southerly line and the Southerly line of that certain 100 foot wide right of way as provided for in the final decree of condemnation under action 2933, superior Court of Contra Costa, entered September 17, 1898, in Book 7, Page 264, of Judgments, Records of said County, being the arc of a curve, tangent to the preceding course, concave Southerly, and having a radius of 5,679.65 feet, through a central angle of 10° 46' 03", a distance of 1067.37 feet to a point in a line parallel with and distant Southerly 100.00 feet, measured at right angles, from the Easterly prolongation of the hereinabove described course having a bearing of South 78° 48' 31" East and a length of 2151.18 feet, thence North 78° 48' 31" West along last said parallel line and along land of grantee 3194.27 feet to a point in said Easterly line of State Highway No 24, thence North 0° 58' 42" East along last said Easterly line, 101.61feet to the point of beginning.

Excepting therefrom, an undivided 1/2 interest in all oil, gas or other hydrocarbon substances in a portion of said property, as reserved in the Deed from Joseph L Ruckstuhl, et ux, to Santa Fe Land Improvement Company, a California corporation, recorded March 16, 1955, in Book 2496, Page 153, Official Records and in the Deed from George Ruckstuhl, et ux, to Santa Fe Land Improvement Company, a California corporation, recorded March 16, 1955, in Book 2496, Page 156, Official Records.

APN: 037-040-007-9

PARCEL THREE:

Portion of the Northeast of Section 22, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Southeast corner of the parcel of land described in the Deed from El Du Pont De Nemours and Company to David A Fontana, et ux, dated August 10, 1956 and recorded August 17, 1956 in Book 2828, Page 245, of Official Records of Contra Costa County, being on the East line of said Section 22, thence from said point of beginning along the East line of said Section 22, South 0° 58' 06" West, 789.54 feet, thence continuing along the East line of said Section 22, South 0° 58' 30" West, 1293.04 feet to the North line of State Highway No 4 (60 feet wide), thence along the North line of said State Highway No 4 (60 feet wide) North 88° 45' 54" West, 37.15 feet to the Northeasterly line of the parcel of land described as a portion of Du Pont Land in which Du Pont gave Atchison, Topeka and Santa Fe Railway Company an easement for railroad purposes in the Lease, Easement and Sidetrack Agreement by and between the Atchison, Topeka and Santa Fe Railway Company and E. I. Du Pont De Nemours and Company, dated January 23, 1957, Lease #6012, thence along the said Northeasterly line North 66° 21' 08" West, 1756.89 feet, thence continuing along said Northeasterly line North 75° 08' 59" West, 430.95 feet to a non-tangent curve, thence Northwesterly continuing along said Northeasterly line and along said non-tangent curve from which the radius point bears South 22° 10' 32" West, 5819.65 feet, through a central angle of 1° 24' 57", an arc distance of 143.80 feet to the most Northerly corner of said Santa Fe easement, thence North 34° 48' 41" East, 30.53 feet to a non-tangent curve,

EXHIBIT A
(Continued)

thence Northwesterly and Northerly along said non-tangent curve from which the radius point bears North 34° 48' 41" East, 300.00 feet, through a central angle of 50° 11' 19", an arc distance of 262.79 feet, thence tangent to last mentioned curve North 5° 0' 00" West, 281.81feet, thence North 0° 58' 35" East, 919.14 feet, thence South 77° 41' 13" East, 462.07 feet, thence South 72° 24' 10" East, 189.00 feet, thence South 89° 51° 12" East, 585.19 feet, thence South 64° 21' 58" East, 404.15 feet, thence South 22° 39' 20" East, 119.83 feet, thence South 86° 14' 15" East, 92.00 feet, thence North 1° 55' 48" East, 225.07 feet to the South line of said Fontana Parcel (2828 OR 245), thence along said South line 89° 18' 18" East, 624.65 feet to the point of beginning.

And as shown as Parcel A in the Lot Line Adjustment recorded November 4, 1999, Instrument No 99-292907, Contra Costa County Records.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map Showing Property and its Location



EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

General Plan Amendment: GPA 02-23 (Resolution No. ___)

Zone Change: RZ 04-23 (Ordinance No. ___)

Tentative Parcel Map(s): TM 10-23 (Resolution No. __)

Design Review: DR 11-23 (Resolution No. ___)

Master Sign Program: MSP 01-23 (Resolution No. ___)

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

[THIS EXHIBIT WILL BE COMPLETED AFTER FINAL PROJECT ADOPTION TO REFERENCE THE ADOPTED PLANNED UNIT DEVELOPMENT'S (PUD) "PERMITTED AND CONDITIONALLY PERMITTED USES" (SECTION 7 of PUD), "DEVELOPMENT STANDARDS" (SECTION 13 OF PUD), AND "OFF-STREET PARKING" (SECTION 14 OF PUD)]

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Offsite Improvements

[THIS EXHIBIT REFERENCES OFF-SITE IMPROVMENTS AS DESCRIBED IN THE APPLICANT'S PROJECT DESCRIPTION. IT MAY BE UPDATED PER ADOPTED CONDITIONS OF APPROVAL PRIOR TO FINAL APPROVAL OF THE AGREEMENT]

Big Break Road

The eastern boundary of the Project south of Vintage Parkway will be improved to include adding curb and gutter, a 6-foot sidewalk, and 12' landscaping. North of Vintage Parkway will be improved to include 18-feet to accommodate Class 1 Big Break Regional Trail. In addition, Big Break Road right of way will be increased by one foot (1') to provide for 68' of right of way. Only autos, delivery vans, and small box truck access will be allowed. Signage will be posted to restrict large trucks from Main Street.

Main Street

The eastern portion of Main Street will maintain the existing 4-lane configuration with a stripped middle lane for right/left turning movements. Main Street in the future will become a 6-lane roadway, with 8' bike lanes on both sides and future 16' median, resulting in an ultimate condition 152' ROW. The project is proposing to develop the half-street section, providing 76' from centerline to the ultimate Right of Way. This results in a dedication of 18' along the Main Street. The proposed development on Main Street includes: re-striping for 16' median, one (1) 14' travel, two (2) 12' travel lane, one (1) 8' bikeway, curb, gutter, 8' bio retention basin to treat half the roadway, a 6' sidewalk detached sidewalk, and 8' landscape strip. There is no provision for a PUE or other easements outside the proposed right of way. Both autos and large trucks will be allowed to access the South Development Area from Main Street.

Bridgehead Road

Bridgehead Road will maintain the existing 2-lane configuration along the western project frontage. A 16' gravel shoulder and a 6' sidewalk will be improved along the property frontage. Approximately 40' of private landscape will be improved from the back of walk to the building. Two easements exist along the eastern street frontage which may limit the planting of trees within the proposed landscape area.

February 2026 New In-Town Business Licenses

Business Name	Primary Contact Email Address	Full Primary Address	Active Licenses
ELITE DEFENSE SECURITY SOLUTIONS INC	KBUTLER@ELITEDSS.COM	5401 LIVE OAK AVE STE B OAKLEY CA 94561	BUSINESS LICENSE
LA MICHOACANA MEXICAN BAKERY	SUAREZ_89@YMAIL.COM	3370 MAIN ST OAKLEY CA 94561-3135	BUSINESS LICENSE
OAKLEY COLLISION, INC	OAKLEYCOLLISION925@GMAIL.COM	5289 NEROLY RD OAKLEY CA 94561	BUSINESS LICENSE
AHMAD HASANI - PHYSICAL THERAPY SERVICES	AHMADHASANI_32@YAHOO.COM; AHASANI3232@GMAIL.COM		HOME BASED BUSINESS
APEX AUTO PERFORMANCE AND REPAIR LLC			HOME BASED BUSINESS
CARDS AND PANDAMONIUM	CARDSANDPANDAMONIUM@GMAIL.COM		HOME BASED BUSINESS
DAILY GRIND COFFEE CO	DAILYGRINDCOFFEECO323@GMAIL.COM		HOME BASED BUSINESS
DEGEN COMMERCIAL SOLUTIONS LLC	DEGENCOMMERCIAL@GMAIL.COM		HOME BASED BUSINESS
PAINTED BY ASH			HOME BASED BUSINESS
PANTNER CPR TRAININGS			HOME BASED BUSINESS
SC DESIGN AND STAGING	SCDESIGNANDSTAGING@GMAIL.COM		HOME BASED BUSINESS
11			