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, April 12, 2022
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561

MISSION STATEMENT: The City of Oakley exists to build and enhance a quality community and to serve the public in a friendly, efficient, responsive manner.

VISION STATEMENT: The City of Oakley will be recognized as a model of civic participation and a vibrant Delta community where families live, work, play, shop and visit.

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

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

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If you have a physically challenging condition and require special accommodations, please call the City Clerk's office at (925) 625-7013.

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.

Members of the public may address the Council on items of interest that are within the City's jurisdiction. Public comment on items not listed on the agenda will be heard under the Public Comments section of the agenda. 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 blue speaker card available in the lobby and submit it to the City Clerk prior to the agenda item being called. The Mayor will call you by name to the podium to hear your comments and you have up to 3 minutes to speak.

1.OPENING MATTERS

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

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

1.2 Pledge of Allegiance to the Flag

1.3 Proclamation Recognizing April 3 - 9, 2022 as National Library Week (Lisa Cano-Loomis, Library Manager)

Proclamation

1.4 National Library Week Presentation (Lisa Cano-Loomis, Library Manager)

1.5 Contra Costa County Library Commission Update (Yolanda Pena-Mendrek, Commissioner)

1.6 Presentation by American Rivers on Marsh Creek (Sara Puckett, Director, California Central Valley River Conservation)

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. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda.

3.CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority with one single action. Members of the audience, Staff or the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor remove the item. Members of the public should submit any Speaker Cards related to the Consent Calendar in advance of the Consent Calendar being considered.

3.1 Approve Minutes from the Special City Council Meeting held March 22, 2022 (Libby Vreonis, City Clerk)

Minutes 03-22-22-Sp

3.2 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency and Special Public Financing Authority Meeting held March 22, 2022 (Libby Vreonis, City Clerk)

Minutes 03-22-22-Reg

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

Memo

3.4 Consideration of a Resolution Approving a Lease Agreement Between the City and Mulehead Growers, LLC for City-Owned Property Located at 1785 Walnut Meadows Drive, Oakley (APN 037-141-006) and Authorizing the City Manager to Execute the Agreement (Felicia Escover, Assistant to the City Manager)

Staff Report
1. Site Map
2. Resolution
3. Lease Agreement

3.5 Reimbursement Agreement with Ironhouse Sanitary District related to Sewer Improvements Associated with Capital Improvement Project (CIP) Number 253 - Police Department Parking Lot Extension Project (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution

2. Reimbursement Agreement

3.6 Approve the purchase of five (5) Electric Vehicle Charging Stations from ChargePoint associated with Capital Improvement Project (CIP) Number 215 - Downtown Parking Lot (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. ChargePoint Proposal
2. Resolution

3.7 Consideration of a Resolution Approving the $100,200 Purchase of a Scan Station Forensic 3-D RTC 360 Laser Scanner System and Related Training and Support from Precision Survey Supply (Tim Przybyla, Finance Director)
Staff Report
1. Resolution
2. Estimate
3. Sole Source Letter

4.PUBLIC HEARINGS

4.1 The Ranchettes at Neroly Design Review (DR 06-21) (Ariana Ruiz, Planning Technician)
Suggested Action: Staff Recommendation: 1) Receive the Staff Report, 2) Receive Questions from the City Council, 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. Public Hearing Notice
3. Applicant's Plans
4. Landscape Plans
5. Gate Exhibit
6. Signed Letter dated March 15, 2022
7. Draft Resolution

4.2 Quick Quack Car Wash at Laurel Plaza Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20) – Request for approval to construct and operate a 3,595 square foot drive-through car wash facility; APN 035-510-009 (Ken Strelo, Planning Manager)
Suggested Action: Staff Recommendation: 1) Receive the Staff Report, 2) Receive Questions from the City Council, 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 Plans
4. Proposed Conditional Use Permit and Design Review Resolution

5.REGULAR CALENDAR

5.1 Approve an Agreement between the City of Oakley and ACD-TI OAKLEY, LLC Concerning Reimbursement for Construction of Improvements Related to the Grand Cypress Preserve Project (Joshua McMurray, City Manager)
Staff Report
1. Resolution
2. Reimbursement Agreement

5.2 Adopt the Oakley Strategic Plan SP27+ (Joshua McMurray, City Manager)
Staff Report
1. Strategic Plan
2. Draft Resolution

6.REPORTS

6.1 CITY MANAGER
(a) City Manager

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

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

(b) Requests for Future Agendas

7.WORK SESSIONS

8.CLOSED SESSION

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

9.ADJOURN

OAKLEY
CALIFORNIA

PROCLAMATION

Recognizing April 3-9, 2022 as National Library Week

WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and build community; and

WHEREAS, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities; and

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building, and everyone is welcome to use their resources; and

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons; and

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, BE IT RESOLVED that I, Randy Pope, Mayor of the City of Oakley along with the members of the Oakley City Council, hereby proclaim, National Library Week, April 3-9, 2022. During this week, we encourage all residents to connect with their library by visiting online or in person to access resources and services.

April 12, 2022

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Randy Pope, Mayor

Minutes of the Special Meeting of the Oakley City Council held March 22, 2022

1) Call to Order and Roll Call

Mayor Randy Pope called the special meeting to order at 5:31 p.m. in the Oakley City Council Chamber located at 3231 Main Street, Oakley, California. Vice Mayor Aaron Meadows and Councilmembers Anissa Williams, George Fuller and Sue Higgins were also present.

2) Public Comments

3) Closed Session

3.1 CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Joshua McMurray, City Manager and Jeri Tejeda, Human Resources Director

Unrepresented Employees: Accounting Assistant (1), Accounting Manager (1), Administrative Assistant (5), Assistant to the City Manager (1), Building Inspector I (2), Capital Projects Engineer (1), Chief of Police (1), City Clerk/Paralegal (1), Code Enforcement Officer I (1), Code Enforcement Technician (2), Community Development Director (1), Custodian (1), Deputy City Clerk (1), Economic Development Analyst (1), Engineering Technician (1), Events Coordinator (1), Finance Director (1), Human Resources Director (1), Management Analyst (1), Office Assistant (1), Parks and Landscape Maintenance Tree Worker, (1) Parks and Landscape Maintenance Worker (2), Parks and Landscape Foreman (1), Parks and Landscape Manager (1), Park Ranger (1), Permit Center Technician I (1), Permit Technician II (1), Planning Manager (1), Planning Technician (1), Police Lieutenant (2), Police Records Assistant (3), Police Services Assistant (4), Principal Engineer (1), Public Works Administrative Specialist (1), Public Works Director/City Engineer (1), Public Works Maintenance Worker (1), Public Works Inspector II (1), Recreation Aide (4), Recreation Director (1), Recreation Leader (9), Senior Accounting Technician (1), Sports Field Laborer (1), Streets Maintenance Foreman (1).

3.2 CONFERENCE WITH LABOR NEGOTIATORS-Labor Negotiations with the Oakley Police Officers Association
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Joshua McMurray, City Manager and Jeri Tejeda, Human Resources Director

Represented Employees: Employees Covered by the Police Officers Association

Mayor Pope announced the items for Closed Session.

The City Council conducted Closed Session in the antechamber of the Council Chamber.

4) Adjourn

There being no further business, the meeting was adjourned at 6:27 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency and Special Meeting of the Oakley Public Financing Authority held March 22, 2022

1) OPENING MATTERS

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

Mayor Randy Pope called the meeting to order at 6:33 p.m. in the Oakley City Council Chamber located at 3231 Main Street, Oakley, California. Vice Mayor Aaron Meadows and Councilmembers Anissa Williams, George Fuller and Sue Higgins were in attendance.

1.2 Pledge of Allegiance to the Flag

Mayor Pope led the Pledge of Allegiance to the Flag.

1.3 Contra Costa Mosquito and Vector Control District Board Update (Michael Krieg, President)

Michael Krieg, President of the Contra Costa Mosquito and Vector Control District provided an overview of the District and its status. He discussed the budget, reserves, financial ratings, rodent and mosquito issues to watch, a possible future parking structure at the District site to help accommodate its fleet, technology advancements to allow field technicians to report in real time, and use and placement of mosquito fish.

Mayor Pope thanked him for the update.

2) PUBLIC COMMENTS

None.

3) CONSENT CALENDAR

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

3.2 Approve Minutes from the Special Meeting of the Oakley City Council held March 10, 2022 (Libby Vreonis, City Clerk)

3.3 Waive the Second Reading and Adopt an Ordinance Repealing Ordinance No. 06-09 RE: Assignment of Planning Commission Functions (Derek Cole, City Attorney)

3.4 Consideration of a Resolution Establishing the Rate per Equivalent Runoff Unit for FY 2022/23 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the National Pollutant Discharge Elimination System Program (Kevin Rohani, P.E. Public Works Director/City Engineer)

3.5 Award of Construction Contract to Ghilotti Bros. Inc., for the Main Street/Cypress Road Intersection Repair and Resurfacing Project – CIP 264 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.6 City of Oakley General Plan Annual Progress Report Calendar Year 2021 (Ken Strelo, Planning Manager)

Councilmember Fuller pulled items 3.2 and 3.6.

Vice Mayor Meadows pulled item 3.5.

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

Item 3.2

Councilmember Fuller requested the following revision to the minutes to document what was excluded from the Mission under reference to Section 4.2:

“Councilmember Fuller moved to approve the Mission, Vision and Values as amended during the Strategic Plan Meeting held February 15, 2022, with the Mission amended further to include at the end of the statement, All people without regard to their race, color, religion, gender identity, national origin, ethnicity, disability, or sexual orientation.”

He mentioned Ms. Cross of Strategy Driver, Inc. stated the mission statement stopped with the term “all people” to ensure brevity in the mission statement, thus any identifiers would not be allowed.

He requested the following comments also be included:

“Councilman Fuller commented that he was appalled that the City Council will be debating whether certain demographic marginalized groups will be denied proclamations from the City. The reason they would be denied proclamations is they make people uncomfortable and are controversial.”

“Councilman Fuller gave the definition of white solidarity as a group of white people who refuse to acknowledge race, or other marginalized demographic groups because it makes some members of the group uncomfortable, and they are concerned they are controversial.”

Councilmember Fuller referred to a comment from the audience made after he discussed the Civil Rights Acts of 1964, 1965, and the Americans with Disabilities Act (ADA) but he mentioned he could not say what it was because he did not hear it. He mentioned if the City Clerk has it, she can include it. He also mentioned if this gets voted down, he requests this language be included in the minutes for this meeting.

Councilmember Fuller moved to approve the minutes as he amended it.

City Clerk Libby Vreonis mentioned she has no record of the comment Councilmember Fuller referred to made by a member of the audience.

Councilmember Fuller commented he did not hear it either. He mentioned he has talked to Mr. McMurray about having microphones for the audience.

Mayor Pope mentioned the meeting was held at the Recreation Center to allow for larger capacity for the public to participate, but he does not think there was recording capability.

Mrs. Vreonis confirmed there was no audio or video recording for that meeting. She mentioned the minutes are summarized, not verbatim; therefore, the intent was not to exclude anything. She also mentioned there will be an item coming forward to discuss a more formal policy of the minutes.

Councilmember Higgins seconded the motion.

Mayor Pope suggested if it passes, that Councilmember Fuller submit the edits in writing to the City Clerk.

Motion was unanimous and so ordered. (5-0)

Councilmember Fuller passed a paper containing his edits along the Council to the City Clerk.

Item 3.5

Vice Mayor Meadows inquired if Ghilotti Bros. will complete paving during spring break.

Director of Public Works/City Engineer Kevin Rohani responded they will.

Vice Mayor Meadows expressed concern regarding it being completed on time with their track record. He mentioned there is no equipment on site; they have taken everything out.

Mr. Rohani responded staff is working with Ghilotti Bros. and a great deal of the paving will happen at night. He mentioned they are a large construction company and have many projects; it has taken longer than anticipated. He also mentioned it is not a City project, but is managed and owned by Tri-Delta, and it is his understanding there have been a number of issues with the project causing some delay, but they are now in the home stretch of the project. He confirmed paving will occur before schools are back in session and staff will provide notification for the public.

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

Item 3.6

Councilmember Fuller requested information regarding Brownstone and Main, the preliminary design, and what they can expect there.

Planning Manager Ken Strelo responded that there is a commercial development center project for a planning entitlement on the northwest corner of Brownstone and Main that has not moved forward since July 2021 and staff is unaware where the process is. He mentioned they have heard the property may be for sale, but they are still at the incomplete application stage; they are awaiting engineering plans for grading, drainage, etc. He mentioned the project would need to handle all storm drain run off and treatment onsite so there are some challenges.

Mayor Pope mentioned there are public comments for Brownstone.

Mr. Strelo mentioned the public comments may be for item 7.1 because Brownstone is one of the potential affordable housing overlay sites.

Mayor Pope asked Bud Chaddock to confirm which item he wishes to provide comment.

Mr. Chaddock confirmed he wishes to speak regarding item 7.1.

Councilmember Williams inquired if the City is held to anything if there are no entitlements on this property and the owner sells the property.

Mr. Strelo confirmed she is correct and mentioned the list in the General Plan refers to any projects they process during the year and this project has not been approved.

Vice Mayor Meadows commented that Mr. Strelo mentioned earlier there are issues with storm drainage in that area.

Mr. Strelo explained that entire area needs storm drain line C to go down and behind the properties on Brownstone ultimately to Marsh Creek. He mentioned there was a project that came before the Council about a year or so ago for modification with the same issues to resolve for storm drainage. He mentioned the interim plan is to treat and collect on site.

Vice Mayor Meadows inquired if it is foreseeable for a storm drain line to be put in at the location in the near future to run to Marsh Creek.

Mr. Strelo responded it is foreseeable, but they do not know when and it is expensive to build so it may be above the capability of this small 50-unit subdivision.

It was moved by Councilmember Fuller and seconded by Vice Mayor Meadows to accept the report. Motion was unanimous and so ordered. (5-0)

4) PUBLIC HEARINGS

4.1 Consideration of an Application to Increase Residential Solid Waste Collection Rates, Pursuant to the Franchise Agreement between the City of Oakley and Oakley Disposal Services, Inc., DBA Mt. Diablo Resource Recovery-Oakley (MDRR) (Tim Przybyla, Finance Director)

Finance Director Tim Przybyla presented the staff report and PowerPoint presentation. He highlighted the following key points of the application to increase residential solid waste collection rates: MDRR is requesting a $1.74 million or 23.3% increase to cover increasing costs, plus RRI adjustments over 5 years; $1.3 million or 74.8% of the increase is due to SB 1383 which mandates food waste recycling and requires weekly green waste pickup; with RRIs, the Option 1 increase over 5 years will be 37.5%; MDRR has offered Option 2, which results in a 53.6% increase, with MDRR carrying losses for 3 years and being reimbursed in years 4 and 5 with 0% interest; the total revenue from existing customers is the same over the 5-year period; after the 5 years, rates should be reset closer to Option 1 rates plus an RRI; and staff recommends Option 2 to ease shorter-term inflation pressures on Oakley residents who may have suffered financial impacts of COVID, however, this option results in higher rates in years 4 and 5. He explained with either option the amount ends up the same; residents either pay more in the beginning and less at the end or vice versa. He shared charts regarding MDRR rate increase factors, revenue comparison of the two options, and annual rates of the two options for a 5-year period. He discussed pros and cons of both options. He explained if not for SB 1383 and CARB compliance, the base rate increases would be minimal; however, the City is forced to comply with these State-mandated programs.

Councilmember Fuller inquired if MDRR has looked at other options like service reduction and if so, why it cannot accommodate it.

Sal Evola with MDRR responded that they looked at service reductions and anything they could, but they do not want to reduce the experience of their customers in regard to

frequency and duration of current service. He shared they didn't skip a beat during COVID; they adequately provided staffing for vehicles to ensure garbage is collected on time and they don't want to disrupt the level of service they have provided since the inception of the franchise agreement with Oakley.

Councilmember Fuller inquired what will be the difference in service provided.

Mr. Evola explained new services are required with the State mandate, including a weekly collection of green waste, and MDRR will provide more outreach and will be monitoring collection with more inspections. He mentioned the costs in Oakley are so high is because green waste is picked up every other week. He explained there is cost to MDRR for additional drivers, trucks and routes that must be added. He mentioned Discovery Bay, Knightsen and Rio Vista are similar so this is not unique to Oakley. He mentioned this is the biggest change the legislation requires them to implement and unfortunately is one of the biggest cost drivers.

Councilmember Fuller commented he spoke with a person at the landfill who mentioned they have a limit of 5,000 tons per day. He inquired about MDRR's limit and any excess.

Mr. Evola responded that MDRR's capacity at its transfer station is approximately 1,200 tons per day. He mentioned before COVID, it was a little under that. He shared with COVID, more people were staying at home and cleaning up their homes to bring things to the transfer station. He mentioned some of the increase in recycling is due to the China National Sword of 2017-2018, which prompted MDRR to reinvest in its recycling operations to send as little as possible to the landfill. He mentioned their focus has been on technology and outreach to educate communities and schools, as well as being present at events to provide information, to do a better job to minimize what goes to the landfill.

Councilmember Fuller mentioned MDRR made a large capital investment prior to COVID to build a new operational center which was substantial to accommodate this change.

Mr. Evola commented that while many companies like them cut back and laid off employees during COVID, MDRR kept a full staff and reinvested $10 mil + capital investment into its recycling facility to keep up with the changing dynamics of the global marketplace and to build a better product that is more marketable to ensure as much as possible is staying out of the landfill. He shared this is one example of what they have done and how committed they have been. He invited the Council to visit the facility. He mentioned they are excited about it and hope to get others excited about it.

Councilmember Higgins inquired when residents would begin to pay and when residents would see the weekly increase of green waste collection if the Council approves this.

Mr. Evola responded that the resolution is written for the fee increase to begin July 1, 2022, and annually rates would shift to coincide with all the other City fees. He mentioned MDRR will educate the public. He explained this is an unfunded state mandate and MDRR is having to build an organics receiving facility at its transfer station in Pittsburg. He explained the reasoning for it is once food waste is placed with green waste, there are vectors, and their permits as well as permits from Bay Area Air Quality Management District do not allow outdoor receipt and processing of green waste once food waste is placed with it. He mentioned they hope to begin construction on the building on June 1, 2022. He explained they are in the stage of plan checks with the City of Pittsburg, they already have been granted all of their discretionary entitlements, and construction is expected to take 12-18 months. He shared that in advance of operating, they will provide education outreach, updates to City Council and schools, and notification to customers well in advance of going to weekly service. He mentioned Oakley has some large lots and many people do composting at home so they will increase outreach and education for those customers right away. He mentioned those that don't have room or time for it; they would start when the building is operational. He shared they have been preparing for this for 4-5 years and they thought with COVID, the state would provide some relief to their industry; however, the state did not back off on the timeline for implementation, but rather it gave cities a little time before they are penalized for not implementing the law. He mentioned the Council adopted a Notice of Intent to Comply at a former Council meeting to provide Oakley additional time so it would not come under fire from the state. He expressed he appreciates working with staff and they agree with the points made during the presentation. He explained this is not a one-size-fits-all; there are other communities that have decided to go with a 5-year option, but they want to do what is right for Oakley. He mentioned MDRR will implement what the Council decides.

Councilmember Williams asked Mr. Evola if he can illuminate the audience on the profit model in which MDRR operates and explain if MDRR is getting rich off this increase.

Mr. Evola responded that MDRR is allowed to only make 10% on the contract. He explained there are some years where MDRR comes before the Council for the RRI which is like a COLA, and every 4, 5 or 6 years, MDRR comes before the Council for the base rate which is what is in front of them and it provides a deep dive into their audited financial statements that have been submitted to the City. He explained base rates are also used when there are new services to implement. He mentioned staff did a great job of pointing out that if not for SB 1383, state unfunded mandates, which makes up 17.41% of this increase, and the California Air Resources Board makes up another 1.51%; this base rate, this deep dive, would be minimal. He mentioned MDRR serves at their pleasure and are trying to help residents be in compliance with those laws, but if not for the law, it would be a minimal increase.

Mayor Pope called for public comments. There being none, he moved to deliberations.

Councilmember Fuller commented his intent is to get after the legislature about tax credits for the changes coming about with these unfunded mandates as it takes more

out of a family income from someone making less than those with income at a higher end. He mentioned if the State is going to require unfunded mandates on people at the local level it should provide a tax credit. He expressed appreciation for what MDRR has done. He shared they met a few times to review service reduction versus maintaining service and he has come to know MDRR much better over the past 3-4 years. He mentioned MDRR does immense work for the community and unless customers do not put out their containers, they are always going to have a truck coming to pick up refuse timely and in a professional manner. He mentioned he has one situation that is disappointing. He shared he sat through many sessions with MDRR and City staff going over detail and asking for more, and yesterday afternoon is the first he has heard that staff is looking for ministerial approval. He commented that this would allow the City Manager to approve the rate increases with other fees that they really don't see a whole lot and it would kind of just disappear. He commented it is like the railroad station; an individual makes great budgets, but the only way he cannot vote for the railroad is to not approve the whole budget which he does not approve of. He expressed similarly, he disapproves of ministerial approval. He explained he is an elected official and if he approves this, he will be imposing a substantial fee on residents; he should make the decision and allow people to voice their opinion; they have the option to recall him or not vote for him in the next election, but the decision ought to rest with the City Council. He mentioned that section is a deal breaker and people can yell and scream at the City Manager, but he is not elected.

Councilmember Williams requested the City Manager explain the process of how other fees are handled and why. She mentioned this is a standard percentage RRI increase and it would not come back and be approved for an increase by 50%, for example.

City Manager Joshua McMurray responded that the provision would allow the City Manager to approve a rate increase that is equal to or less than the RRI, the standard index that the disposal industry uses. He explained it would not provide the City Manager with any other approval authority; he would have no approval authority for the base rate; the provision only speaks to the RRI adjustment that MDRR can ask for as set forth in their franchise agreement. He further explained that the provision allows him authority only on the RRI piece and nothing over what the RRI is in that particular year.

Councilmember Williams commented she knew about this, had her questions answered, and it makes sense as it follows the same process as all other City fees.

Mr. McMurray commented that the master fee schedule goes to the Council for approval for all City fees at the same time and this takes the RRI process and places it in the master fee schedule. He mentioned it is standard in other jurisdictions and is why it is being proposed, but if it is the pleasure of the City Council, they can continue to have the current practice in place; it does not make a difference to him.

Vice Mayor Meadows inquired how it is handled in other cities where MDRR provides services.

Mr. McMurray responded it is a combination of both.

Mr. Evola responded that Concord approves it in a master fee schedule and the City Manager approves it in Pittsburg; it doesn't go to Council. He mentioned what staff has proposed is a hybrid of the two; it is still approved by Council, but instead of it being a stand-alone item, it is included in the master fee schedule. He mentioned Concord did this years ago so that all fees come to the Council for review at the same time; it is more cohesive and there is a nexus. He shared for all the cities they serve, if it is a base year, it comes to the Council. He explained that in index years, there are no discretionary items; it is only to determine if the calculation is correct or not.

Vice Mayor Meadows inquired if this fee is included in the master fee schedule and the Council has issue with this fee, if it can be pulled and the remainder of the fees can be voted on.

Mr. McMurray confirmed that is correct.

Mr. Evola mentioned it is very similar to the Consent Calendar where items can be pulled and other items can be voted on.

Mayor Pope requested the slide be brought up on the screen showing option 1 and 2 in comparison. He commented option 2 spreads the cost and puts it off until later which he doesn't like for a number of reasons. He mentioned the rate increase is based on an index which they have no control over. He shared he has no problem with the City Manager having that authority and the City Council ultimately approves it when reviewing the master fee schedule every year. He mentioned if voters have a problem with it, they bring it to the Council and the Council can address it during its consideration of the master fee schedule. He expressed he is in favor of option 1.

Vice Mayor Meadows expressed he also prefers option 1 because the overall dollar is cheaper over time.

Mr. Przybyla commented that for the customer that is here for the five years, it would be the exact same amount; they are just paying less at the beginning and more at the end.

Councilmember Williams commented the amounts are the same.

Mayor Pope commented that the total amount is the same after 5 years, but a resident living here the first 2 years could reap the benefit then move and the person moving in thereafter would be paying a higher rate but without receiving the benefit. He mentioned none of the people moving into the new housing to be built would get the benefit; it is not fair or equitable; it is kicking the can down the road; customers would pay dramatically more in years 4 and 5. He mentioned those are some of the reasons he is in favor of option 1.

Vice Mayor Meadows commented for a 96-gallon container, the total 5-year increase under option 1 is a $22.75 increase, and for option 2 it is a $32.50 increase, almost $10 more over 5-year period.

Mayor Pope commented that presumably after the 5-year period, they would re-evaluate and it would go down, but his skeptical side is that fees goes up, but never come down.

Mr. Przybyla commented that he reviewed the numbers and they are the same in the end. He mentioned customers would be paying less in early years and paying more in the end to catch up. He explained it is like taking a loan in earlier years for services being provided, they are carrying the losses, but in the latter years they have to pay more and that is why it goes up. He mentioned it would likely reset closer to option 1 because option 1 projects what it would cost for the annual cost; it could cost higher at the end and less at the beginning, but the amounts add up to be the same with either option after 5 years.

Councilmember Fuller commented he agrees with option 1 but doesn't agree with ministerial approval. He expressed he thinks they are skirting the issue; approval should reside with the Council. He mentioned the increases will impact households differently and will have a bigger impact on some households than others and that is why he would like a tax credit based on income. He mentioned as it goes on it increases and he appreciates MDRR taking the loss in first couple of years. He also mentioned MDRR has been very good to provide no rate increases during the pandemic, has made sure refuse has been picked up, and has made exceptions and found a way to deal with it when bills were not paid. He commented he can work with that, but ministerial approval is not something he likes.

Mr. Przybyla clarified that 2.77% is the RRI in option 1 which is closer to the amounts they should expect to see. He explained it is like a CPI, every year it is published and it provides what the index is this year and it rolls into the contract which is almost an automatic approval; however, it would come to the Council in the master fee schedule for review and approval, but he is not sure how they could deny MDRR that increase anyway. He commented it was not staff's intention to hide anything from Councilmember Fuller.

Councilmember Fuller commented he didn't mean that; what he meant is that MDRR would not get a rate increase if it needs it. He mentioned the Council should be aware of it.

Councilmember Williams commented that the Council approves the master fee schedule so it does have control over review and approval of the fee; it is just doing it one time with all fees rather than pulling this fee out for separate review. She mentioned it makes sense to see the total fees at one time because if they piecemeal it in, they may forget something they approved months ago. She expressed she is more in favor of option 2; she gets what Mayor Pope is saying about some customers may not see

the benefit depending on when they move here, but it is such a big jump all of a sudden and then year 6 would probably provide another increase so it would feel like fees are increasing drastically. She shared she can go either way. She mentioned Brentwood has different levels of service and it is not good so she would not recommend, for example, reducing recycling service, which is something she has discussed with MDRR, especially with everyone getting Amazon packages. She mentioned we are stuck with this increase; it is just a matter of deciding which option is best. She shared she is thinking of gas at $6.00/gallon right now.

Mayor Pope commented that garbage trucks burn gas too though.

Councilmember Higgins commented she likes making payments and it will even out; by 2024, the price for the 32-gallon container in options 1 and 2 are almost the same. She expressed she prefers option 2.

It was moved by Councilmember Williams and seconded by Councilmember Higgins to adopt the resolution approving option 2 as written.

Councilmember Fuller amended the motion to approve option 2 with no ministerial approval of future fee increases.

Mayor Pope announced the amendment to the original motion died for lack of a second.

A vote on the original motion was as follows: AYES: Higgins, Williams. NOES: Fuller, Meadows, Pope. (2-3)

Mayor Pope announced it loses 2-3.

It was moved by Councilmember Fuller and seconded by Vice Mayor Meadows to adopt the resolution approving option 1 without ministerial approval of future fee increases.

The vote on the motion was as follows: AYES: Fuller, Meadows. NOES: Higgins, Pope, Williams. (2-3) The motion did not pass.

It was moved by Vice Mayor Meadows and seconded by Mayor Pope to adopt the resolution approving option 1 as written. AYES: Meadows, Pope, Williams. NOES: Fuller, Higgins. (3-2) The motion passed.

Mayor Pope called for a brief recess at 7:37pm.

The City Council reconvened at 7:42 pm.

5) REGULAR CALENDAR

5.1 A Resolution of the City of Oakley City Council Making Findings and Denying the Project Known as McDonald's Drive-Through Quick Serve Restaurant at Laurel Plaza Conditional Use Permit (CUP 03-20) and Design Review (DR 09-20) Located in the Laurel Plaza Shopping Center on the Northwest Corner of Laurel Road and O'Hara Avenue (APN: 035-510-006) (Derek Cole, City Attorney)

City Attorney Derek Cole presented the staff report. He mentioned the item returns to the Council from two meetings ago and during the last meeting, the Council directed staff and him to prepare findings that would explain the Council's reasoning for denying this project. He indicated the agenda packet that was provided two meetings ago had a resolution that would approve the project, but by a 3-2 vote, the Council tentatively expressed its desire to deny the project and he was directed to prepare findings. He mentioned before the Council is a set of findings that reflect what he understood was the Council's decision. He commented on the style drafting this, indicating when they spoke about this a year and half ago, the Council sat in quasi-judicial capacity when they heard this item and he used the analogy that they had their judge hats on. He mentioned both sides presented evidence, the applicant put forth compelling evidence that would have, in staff's opinion, allowed the Council to issue the conditional use permit; the applicant made many changes to their project at staff's request, that all unfolded over the course of 4-5 meetings and workshops. He added that equally, the Council also heard from several members of the public. He shared in his 12 years as City Attorney for Oakley, he is not certain that they have ever had that level of participation with one exception around 2010-2011. He mentioned members of the public provided evidence which caused 3 members of the City Council to agree with them and 2 agreed with the applicant; it was a close decision. He mentioned for the sake of intellectual honesty and for the sake of presenting to a court, and he is not saying someone is going to sue, but if someone does sue, the resolution would provide the reasoning and a Superior Court judge could look at the Council's findings. He mentioned he thinks it is important to send the message that the Council took its time to consider the matter, both sides presented evidence, and they were sincere, and he drafted the findings with that in mind. He commented that the findings that he felt were consistent with the Council's direction were numbers 3 and 4. He mentioned he never thought 1 and 2 were at issue and that doesn't mean that the Council approved of the project; the applicant must meet the burden on all 5 elements to carry the day and at least 3 Councilmembers didn't feel the applicant met all 5 elements. He shared he saw a letter from legal counsel that came in at the end of the day shortly before this meeting. He mentioned he is very familiar with the legal standards for findings that a Superior Court would apply and the findings drafted for 3 and 4 state the ultimate conclusion of the City Council. He mentioned the Council does not have to get into specifics as long as there is an ultimate finding of fact which essentially meet the standards under the *Topanga* case that is mentioned. He added that the Council can get into more detail if it wants to, but his sense is that the Council has heard a lot of evidence and it appears that 3 Councilmembers relied on statements of the surrounding community and there

were many members of the surrounding community that were here and spoke in detail, and that is what informed the Council's decision. He expressed he believes the findings summarize the Council's decision and are stated in a level of generality because of the nature of the hearing and the considerable testimony the Council received. He recommended, if it remains the will of the majority of the Council, to adopt the resolution as drafted. He noted there is no public hearing because they are done with that, but there is a Brown Act which provides that the public has a right to address the Council on every matter appearing on an agenda. He commented that it gets a little into the weeds, but anyone wishing to speak tonight would have the opportunity to appear and speak, but this is not technically a public hearing. He mentioned it gets a little confusing with the difference between the usual Brown Act public comment and a public hearing public comment; the usual legal significance is it is related to whether a person can exhaust a challenge to a legal action for purposes of presenting it to a court. He shared he mentions this in case the Council has received any public speaker cards on this item; even though the public hearing has closed, people have the right to speak under the Brown Act and they will have 3 minutes to speak.

Mayor Pope commented he has public speaker cards and they will be called upon to speak when the time is right. He confirmed with the Councilmembers that they received a copy of the letter from the law firm.

Councilmember Williams commented that she knows the City Attorney mentioned the findings can be fairly general, but she thinks there should be more specific language why the Council denied it. She mentioned 3 and 4 are very similar which is fine, but she wants to make sure the Council is holding up its end of the bargain and if the case is seen, there needs to be more specifics. She mentioned she was hoping more detail could be added regarding the standards for the retail business district, to retain small scale businesses, especially in response to this letter where it is talking about it is fine with the General Plan. She shared she thinks they need to include what the intent of the retail business area is in the resolution. She mentioned it talks about how Laurel is the Main artery, but this property has gone through so many ideations and in 2008, they talked about not wanting a drive-through, so she thinks something needs to be included to indicate what the property has always been intended to be. She requested more specificity. She explained if seen in court, the City can provide evidence of the intent since 2008, but she thinks it should be in there from the beginning so it is very clear that this property has had a long history of this is not going to work for us.

Mr. Cole responded if the Council wishes to direct him to do that, he can go back and bring forth a revised draft resolution at a future meeting. He mentioned just so everyone understands what the setting would be if there is a legal challenge, any challenger would say ultimate findings are not supported by substantial evidence. He mentioned he talked about the substantial evidence standard before; it is evidence that is reasonable, credible and of solid value; the court doesn't weigh the evidence, there is not a 50% + threshold; the court looks to if there is some reasonable evidence that the Council could rely on. He also mentioned that his sense is that if they are required to defend themselves, he would put forth all that Councilmember Williams mentions in a summary

of evidence and walk through that evidence, explain to the court all of the various changes, cite the speakers who brought forth evidence to support the general findings. He shared that his opinion is that they have met the basic standard to inform the court of their decision and he believes they would not be precluded in raising all of the points Councilmember Williams mentioned. He mentioned he is comfortable where they are at, but he can go back and bring forth more specificity if that is the Council's direction.

Mayor Pope called for public comments.

Public Comments

Bud Chaddock thanked the Council for its decision last time. He shared he feels the neighborhood, children and traffic congestion on said road are the evidence. He mentioned there have been things on both sides and he understand they are trying to work it out, but the community is just as important as a corporation. He shared they took a trip to Grass Valley and every town is looking the same; they saw a Quick Quack and a McDonald's and at 2 p.m. on a Monday afternoon, the Quick Quack had people out onto the street which is evidence in his mind. He mentioned you don't have to drive far in any direction to see the same and he thinks Oakley wants to set itself apart as they have always talked about doing, but they would not be doing that if the project is approved. He commented that he sees Oakley as more than following a pattern like other cities. He mentioned it takes courage and guts to vote the way the Council did and he thinks they need more guts, not to follow the leader and be like everybody else; every town looks same. He shared that he had lunch at Bethel Island and it was calm with birds, eagles, etc.; he doesn't want it built up and expressed concern how people are going to get out of there the way it is being built.

Donna Chaddock thanked the Council for its time in listening. She shared that they have been attending Council meetings for a year and have learned so much how decisions are made, how funds are allocated, and how resources are gathered and used. She commented she admires each of them for their public service; they are elected officials, anybody in this position must have heart for the community, and she does not believe they would be there otherwise. She thanked the Council. She mentioned they are still here to urge the Council to reject this CUP because they want to see Laurel Plaza developed in a way that is consistent to create a community that is inviting. She shared that they have been participating in this matter for over a year and attending the planning meetings. She mentioned she has heard the Council say it wants Oakley to be a destination city, but no one will drive to Laurel Plaza for that as that is not its intended purpose. She commented they don't want a drive-through restaurant across from an elementary school; it is not the appropriate location. She urged the Council to create Laurel Plaza as a loving, inviting place where people can go and enjoy themselves. She asked the Council to please vote no.

Mayor Pope called for any other public comment. There being none, he moved to Council deliberation.

Councilmember Fuller agreed with what Mr. Cole said and mentioned he is not an attorney but he doesn't know why they would have to put everything out there until they are ready to put everything out there.

Councilmember Higgins commented it is important to support the resolution. She mentioned supporting the resolution means they accept voting no. She mentioned she does not want to not support the resolution as she was just urged to do so she is going to support it. She mentioned she already said no.

Mayor Pope commented it is a little confusing because a yes vote is to say no.

It was moved by Councilmember Higgins and seconded by Councilmember Fuller to adopt the resolution. AYES: Fuller, Higgins, Williams. NOES: Meadows, Pope. (3-2) The motion passed.

6) REPORTS

6.1 CITY MANAGER
(a) City Manager

City Manager Joshua McMurray announced a third public workshop will be held to discuss the objectives of the City's Strategic Plan on Thursday, March 31, 2022, beginning at 6:30 p.m. He also announced Friday Night Bites will be held in the Civic Center Plaza on Friday, April 1st at 5 p.m.

A person in the audience asked a question.

Mayor Pope indicated the person asked where the Strategic Plan workshop will be held.

Mr. McMurray responded it will be held at the Oakley Recreation Center located on O'Hara Avenue.

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

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

Councilmember Fuller reported he attended a three-hour Delta Protection Commission and will have more detail next time on it. He mentioned Eric Vink is leaving after 8 years of doing a great job. He announced DWR will have a hearing on Lookout Slough. He mentioned Solano County is making a big move to limit recreational use on Lookout Slough.

Mayor Pope reported the City is working on a backway out of E. Cypress so it is not like a cul-de-sac. He shared they have been engaged in meetings and progress is being made toward a road out of E. Cypress.

(b) Requests for Future Agendas

None.

7) WORK SESSION

7.1 Work Session on the 2023-2031 6th Cycle Housing Element Update (Ken Strelo, Planning Manager)

Planning Manager Ken Strelo presented the staff report.

Chelsea Pane, Director of Urban Design and Planning at Ascent Environmental, shared a PowerPoint presentation. reviewed the agenda, provided an overview of the Housing Element, shared the project schedule, and provided information regarding opportunities for community engagement. She also reviewed the Regional Housing Needs Allocation (RHNA) including the breakdown of housing needs by income level and progress. She discussed the Affordable Housing Overlay (AHO) District including default zoning to accommodate the RHNA, density and affordability, current AHO sites, capacity on current AHO sites, and provided a preliminary summary of housing capacity for the target 2023-2031 RHNA. She shared key changes to State laws including no net loss (SB 166), realistic capacity requirements, SB 9 lot splits, estimated acres needed, and AHO sites and new potential sites. She reviewed potential rezone sites individually in relation to zoning and the General Plan and capacity on the potential AHO sites. She shared discussion points including if staff should move forward with applying the AHO zoning to these seven potential sites, if any of the sites are not appropriate for the AHO overlay, and if there are other sites or general areas of the city that staff and the consultants should consider.

Councilmember Williams mentioned they can designate different overlays, but they can't force a builder to build there, this just meets the state requirements, and it is not protected.

Ms. Pane indicated that is correct.

Public Comments

Mayor Pope called for Shelly Fitzgerald to speak. Ms. Fitzgerald responded she has no comment as her questions were answered in the presentation.

Pat Rice submitted a written comment requesting Section 8 housing be a limited percentage of any affordable housing approved project.

Eileen Duke commented she understands the need for affordable housing, rent is ridiculous, and it is hard for younger people to be able to afford housing to get out of their parents' homes. She requested clarification what is meant by affordable housing, apartment buildings or single-family homes. She inquired if Section 8 vouchers would be accepted as payment. She mentioned there are many 911 calls to Carol Lane which has Section 8 housing. She commented she is surprised that the Carol Lane apartments and senior housing have not already met the quota and she is not sure what the quota is for other Contra Costa cities. She mentioned if someone receives $2500/month in a Section 8 voucher for housing and rent is $4000/month in Danville, Section 8 people will not be living in Danville, but they will be living in Oakley if rent is $2500/month. She shared she is concerned about it. She mentioned when she moved to Oakley in 1989, all of Oakley was affordable housing and that is why they moved to Oakley so they could afford it, but they had to work to make their mortgage payment and take on the commute. She expressed that anyone long-standing in Oakley put their sweat into building this community and could not use Section 8 and she does not want to see Oakley turn into something other than the beautiful city that the Council has envisioned.

Maggie Diodoro commented she has similar questions. She mentioned everyone is aware of what goes on at Carol Lane and she doesn't want to see that for the rest of Oakley. She commented that people are paying $600,000 for homes that were $120,000 and they are going to have apartments and Section 8's right next to them and it is not fair. She mentioned Oakley is not that big and she would think that the Carol Lane apartments would satisfy the quota. She inquired what the quota is for Danville, Walnut Creek, if they have any, and if there is any stipulation on that and where this all goes. She also inquired if it is by city or county. She mentioned she agrees there should be housing that is affordable but people have to work for it, not pay for it with money from the state because if you get something for free, you see what happens. She expressed she wants to see Oakley continue as the Council has envisioned and she does not want Oakley to be viewed as a city where people do not want to go like downtown Oakland because they might get shot and she has seen a change in Oakley in the past few years with Section 8's coming into the city. She commented she hopes they have more of a say in where they go so that affordable housing/apartments are not right next to homes that people have paid a lot of money for.

Karen Hines commented she is co-owner of Brownstone Gardens and has run the event center for 17 years. She mentioned one of properties next to them on the southwest corner of Brownstone and Main Street is one of the proposed properties for affordable housing. She expressed she cannot imagine apartments going in next door to a wedding venue that they have put a lot of blood, sweat and tears into. She mentioned crime increases with Section 8 and she is concerned guests will no longer book weddings at their venue because they will be worried about their cars being broke into in the parking lot. She also mentioned their venue makes noise and they already receive complaints from people who are not close to their property. She indicated

housing nearby will not like the noise and it would be crazy to have it next to their venue. She recommended the Council consider having it located somewhere else.

Marilyn Tiernan commented she may be putting the cart before the horse, but the condition of the road on Brownstone is that it is tiny; it is big enough for one horse with a buggy. with the condition of the road. She mentioned Karen has done a beautiful job with Brownstone Gardens and she has not heard of any problems with it during the time she has lived on the road for 36 years. She shared that the road has a dip so noise echoes, safety on the road is horrendous, and kids are walking the road every day to and from school. She mentioned kids hide in her driveway for fear of people attacking them. She expressed that they have a right to enjoy their properties. She commented for underprivileged, one of the stipulations is that they are not in a food desert; here there are no grocery stores by these locations. She also commented that children deserve a safe pathway to school. She expressed she enjoys the community, loves the city and plans to stay involved in it, and appreciates all the Council is doing as it is not an easy job.

Randi Adler commented they have talked about assisted living for a long time instead of apartments and that would stop crime and they need more assisted living for the elderly. She mentioned if these people are so inclined to put affordable housing in they would actually build assisted living. She mentioned taxes just increased and she wants to know who will take care of the taxes for low-income housing as she does not think it will be the other residents. She commented that she will start a GoFundMe page and get an injunction to stop it because they are not going to watch this city be ruined. She urged the Council to stop this and make it reasonable for people living here who are paying taxes and enjoy their city and also put in something reasonable where the City does not have to put in more Police officers and that will not overcrowd schools. She mentioned again they will get an injunction and start a GoFundMe page. She indicated to the Council to try it and see what happens.

Mary Roney submitted a written comment to inquire what makes Oakley designated as 30 dwellings per acre and if Oakley can change its designation to less dwellings per acre.

Tosha Grey mentioned the presentation asks if any of the sites are not appropriate for the overlay. She inquired what criteria should they be considering to make that decision. She also inquired how they look at traffic generated by high density development at any of the sites, but specifically for her as to the O'Hara site which they have had a lot of recent discussion about traffic at that intersection. She also inquired how sites were chosen, what criteria was used, and if property owners were involved as part of the discussion. She commented that someone mentioned assisted living or senior housing and she thinks that is a fabulous idea. She inquired if either of those fulfill the state state requirement, and if so, can they be specifically designated for that. She thanked the Council for its effort to listen to the community and balance state mandates with wants of the community.

A letter was provided to the Council from staff submitted by T. Levias for review.

Councilmember Williams inquired how many of the City's existing overlays have been developed into projects.

Mr. Strelo responded that Elm Lane is under construction; the units will count toward the current cycle; they will not count toward the 6th upcoming cycle.

Councilmember Williams mentioned the City has had this cycle for the past 8 years and in that time only 1 project has come to fruition.

Mr. Strelo confirmed that is correct.

Councilmember Williams commented she understands from living in Danville that they do 10% up to 120% in the same building and she thinks that is important because if anyone has been to the apartments at Carol Lane, you can tell management treats them as someone not paying as much rent as to someone who is paying more and she thinks that makes a difference in the way people are treated. She mentioned if laundry and elevators are never working, how are people going to treat their living space. She added that no matter what amount people are paying for rent, they deserve to be treated with dignity and that is not what is happening there right now. She inquired if they can designate each of the sites to require units to be 10% up to 120%. She mentioned if you are paying $3500/month in rent, you are not going to stand for things being broken and those people are going to become the voice for other people living there that don't have that voice like at Carol Lane. She indicated she would like to see sites closer to transit. She mentioned Tri-Delta goes out to Brownstone and Main but she doesn't believe they have as regular routes so they need to consider sites that have access to transit and also grocery stores as mentioned.

Ms. Pane responded that the Council cannot mandate that the sites be mixed-income development, but they can do something that is considered inclusionary where the Council can mandate that all new market rate housing include a portion of affordable housing. She added that the Council cannot deny a 100% affordable project that comes forward for that reason. She explained it is not allowed under State law to place those kind of restrictions (mixed-income) on new affordable housing.

Councilmember Williams inquired if it would meet the numbers the City need if the City required all of the new affordable housing to be inclusionary.

Ms. Pane responded that it would help down the road for no net loss because if a project that comes forward that is 100% market rate with no affordable, the City doesn't get any credits for RHNA, but if a project is required to have affordable, then yes, the City gets to credit those units to RHNA.

Councilmember Williams inquired if an affordable housing developer doesn't come to a designated site, but a commercial developer does and the City decides to go with

commercial development, if the City would then have to pick another affordable housing site to have no net loss.

Ms. Pane confirmed that the City would have to pick another site.

Councilmember Fuller inquired if there were any criteria set how to choose these locations. He inquired if anyone came to the Council for direction before starting this project.

Mr. Strelo responded that is what they are here for tonight. He explained they didn't want to come without sites; if any sites are not wanted, they can take them off the table or consider others. He mentioned they have already made it so commercial designated and zoned sites can have the overlay and multi-family zoning, M-9, M-12 and M-17, can have the overlay, but they haven't done any single-family overlay yet. He mentioned some sites in the presentation are zoned R-6 and R-15. He explained R-15 is a 15,000 sq. ft lot, the parcels near O'Hara and wouldn't be a first option. He mentioned staff recommends the Council bring R-6 into the fold because otherwise they essentially have no sites; they don't have enough multi-family acreage to put all of the overlay on it; they need other zoning districts to come in. He mentioned another thing they are looking for ideally is a vacant site. He mentioned as Ms. Pane brought up in her presentation, they could run into could run into difficulties with sites that are not completely vacant. He mentioned they want to make it as easy as possible to get these approved. He mentioned size is another matter; anything over 10-acres they are not looking to do at this time which would hopefully resolve another project like what they have on Carol Lane which is a very large, multi-family project for Oakley; Oakley just doesn't have a lot of multi-family zoning and that one is by far the largest. He mentioned those were the general criteria looked at. He explained that there are many different sites that would meet that criteria, but they wanted to get things kick-started because they didn't have time to do a meeting from scratch and then come back months later with potential sites. He mentioned it benefits Oakley if it is able to amend its affordable housing overlay and do the rezoning on sites before the next housing element is adopted. He explained it benefits the City in how many units they have to do and how they need to implement it. He mentioned they cannot separate out senior from family apartments. He commented that the Twin Oaks apartments next to Lucky's is a senior, mixed-use residential project and is almost 100% affordable (exception being 1 manager unit). He shared that the projects can be anything; they don't have to be apartments, but apartments are most logical when trying to get density of this range; it is hard to so with town homes or small homes. He mentioned Section 8 has nothing to do with this; Section 8 is a housing voucher done on individual properties and does not play into the City's housing element or affordable housing overlay.

Councilmember Fuller inquired why there has been no development at Brownstone and Main and around that area. He shared he heard from Mr. Montgomery and Mr. McMurray that it is difficult to build there.

Mr. Strelo responded that staff has seen 1 development application and it was halted. He mentioned that is one reason they chose sites in that area because if there are incentives for developers to come to that area whether for affordable housing or a mixed-use project, that is to the benefit of the area in general as far as progress on development goes. He shared that they have not experienced that commercial development has been interested in these sites. He mentioned he does not want to speculate too much why developers are not submitting applications, but storm drainage could be a reason.

Mayor Pope mentioned he has a list of questions raised during public comment. He mentioned one question was what makes a site not appropriate. He commented that it may have been covered when Mr. Strelo discussed some of the criteria. He inquired if anything would be a deal killer. He mentioned conflicting neighboring uses.

Mr. Strelo responded that very large sites, over 10 acres, are not deal killers but not recommended as a first selection.

Ms. Pane mentioned it is actually written into state law that any site over 10 acres is too big unless proven otherwise so it becomes difficult to get them approved by the state.

Mayor Pope mentioned senior housing was another question that was brought up and they heard that yes, they can use it, but cannot mandate it or restrict it.

Mayor Pope addressed another question that was brought up regarding 30 units per acre.

Ms. Pane explained that Oakley is considered metropolitan because it is within the Bay Area that is a metropolitan region and its population is above 25,000. She explained small cities below 25,000 in the Bay Area are considered suburban jurisdictions and would have a density of 20, but because Oakley's population exceeds 25,000, Oakley is at 30 units per acre, the default density. She mentioned in the past that the number of 30 was treated as a safe haven; if the numbers were at 30 the state would ask no questions if a site is appropriate for lower-income. She further explained that the 5th cycle default was 30 units as well, but the City argued in the Housing Element that 24 units per acre was a feasible density for Oakley and it passed muster with the state at that time which the same with many jurisdictions she worked with during that time; the state accepted density lower than the default density, but now, the state is getting more stringent in its review. She mentioned there is a chance they could get analysis by the state or they could hire an economist to provide an analysis to argue lower density based on various factors, but it is very challenging in other agencies she has worked with and they have not been allowed more often than not. She explained that time is important and they have to weigh how much time would they spend on that versus compliance. She shared in her experience, it would be challenging to argue for lower density in Oakley.

Mayor Pope inquired if the density number makes it more or less likely to develop under that overlay, for example, if a developer would be more likely to develop the property if the number is higher.

Ms. Pane confirmed the theory is that the default density is a more viable density.

Mayor Pope mentioned questions regarding Mai and Brownstone were addressed.

Mayor Pope inquired what density Carol Lane was built under.

City Manager Joshua McMurray responded it was built as 24 dwelling units per acre at the base density, but they applied for a 35% density bonus so it was built with 32.4 dwelling units per acre.

Mayor Pope inquired if all affordable housing projects can apply for that same bonus.

Mr. McMurray responded that is correct and the bonus density requirements have changed; it can be upward of 80% now.

Mayor Pope commented if the Council approves this at 30 dwelling units per acre, they could double it.

Mayor Pope mentioned a question was brought up how the density is chosen and what other cities are required to have.

Ms. Pane explained that every city and county in California is given a housing allocation. She shared that she has worked with about a dozen jurisdictions just in this cycle and RHNA has gone up in these other agencies, sometimes a 2-3 times increase since the previous cycle. She mentioned Oakley's numbers have decreased a little which is unusual as other rural areas have increased.

Mayor Pope commented that the Association of Bay Area Governments (ABAG) is assigned under state law to provide the numbers. He asked Ms. Pane to explain their process.

Ms. Pane confirmed that is correct; HCD assigns ABAG the regional target of housing units and there is a very detailed process ABAG goes through to propose, weigh in on, and vote on methodologies. She mentioned there are various factors that are considered and each jurisdiction is given an allocation based on the final adoption of the RHNA allocation by ABAG; these are the final numbers for Oakley's RHNA allocation that they have to prepare a Housing Element to show how Oakley is going to accommodate.

Mayor Pope commented that they already talked about Brownstone has potential conflict with adjacent uses.

Mayor Pope addressed infrastructure. He mentioned if one of these projects comes in, it would have to contribute to traffic impacts, roads, schools, sewer and water.

Mr. Strelo explained the general improvements would be similar to any private development project which includes dedication of right of way frontage and of that frontage; for example, at Brownstone and Main or any road where the frontage is currently undeveloped, that development would have to dedicate what the current right of way is, and put in street, curb, gutter, sidewalk, bike lanes (if appropriate) and landscaping.

Mayor Pope commented that sewer, water, power and storm drains would all have to be brought in and connect somewhere and development would do all of that.

Mr. Strelo responded that is correct, depending on what is available. He mentioned the developer of affordable housing is not getting breaks on any of that. He added that if sewer is available, the developer could hook up to it, otherwise a septic system would be used, but for a large-scale project, it is probably not ideal. He mentioned it is the same for a storm drain and everything else.

Mayor Pope mentioned a question was brought up regarding current property owners' input. He inquired if staff solicited them or if property owners have asked the City for the overlay.

Mr. Strelo responded that staff looked at potential sites to get discussions kick-started and property owners were notified of the work session, but there has not been enough time to meet with property owners individually.

Mayor Pope recalled the Council held a discussion about 10 years ago with some property owners regarding which owners wanted or did not want to stay in agriculture zoning.

Mr. Strelo mentioned that was the City-wide Rezone and that was to give an option to the property owners which zoning they wanted to apply to their property. He mentioned in this case, if the property owner were to have the affordable housing overlay, they could essentially ignore it and just not take advantage of it.

Mayor Pope commented it doesn't limit them.

Mr. Strelo explained it doesn't require them to do anything or limit them.

Mayor Pope commented that they spoke about SB 9 that allows lot-splitting and accessory dwelling units (ADUs). He mentioned they talked about the 80% bonus. He inquired if they could also do lot splits and ADUs to increase density.

Mr. Strelo responded that it is difficult for a developer to do that because of the rules and regulation regarding adjacent properties, etc. He mentioned SB 9 will probably not

be used much for counting affordable housing as it is just not going to apply. He mentioned they do have some ADUs and they can project out but it should be similar to previous years and not in a linear fashion. He mentioned they have 10 and will try to get those approved. He mentioned if they see a large uptick then who knows, but SB 9 probably won't affect their numbers much.

Councilmember Higgins mentioned near Dutch Bros. and the proposed Wendy's there is an empty lot and Sandy Point is across. She inquired about that area for sites.

Mr. Strelo responded that they can look at that area if there are any parcels she has in mind. He mentioned he believes at Sandy Point there is a commercial site between the hotel and Bridgehead Road. He inquired if she is referring to the property behind Arco or the larger River Oaks Crossing property.

Councilmember Higgins responded she is referring to both.

Mr. Strelo indicated he will look into both; he is not sure if River Oaks Crossing is permitted to have residential.

Vice Mayor Meadows commented that Section 8 is funding coming from HUD, the federal government, that local jurisdictions administer. He mentioned for Oakley, the Contra Costa Housing Authority administers. He shared as of January 1, 2020, a landlord is not allowed to turn down an application based on Section 8.

Mayor Pope mentioned staff is looking for direction on sites.

Councilmember Fuller commented that in Los Angeles 50 years ago or more, the southeast part of the city was built for people needing affordable housing which is an inhumane way to deal with needs of people for housing which is the same as he sees here in Oakley at proposed sites at Brownstone, Cypress and down Main. He mentioned there are no restaurants or groceries nearby. He mentioned Mr. Montgomery and Mr. McMurray both indicated it is difficult for developers to build there because of drainage, but all of a sudden they can put all sorts of people there for affordable housing. He commented that he can point out areas all night, but there is no criteria to work off of; there is no criteria for equitable distribution of affordable housing throughout the city, there is no criteria on how many units per acre or if they want to diversify it and spread out more so they don't have large units. He mentioned in District 5 there are 4 units so most of it is there; it creates district wars. He mentioned he has no criteria to work from and he doesn't think staff has it either. He shared a personal story regarding Police academy graduates who could not wear their uniforms in the affordable housing projects in which they lived in San Pedro because their families were home alone during the day and they were concerned for them. He indicated they need affordable housing, but he doesn't like the idea of it mostly going in the southeast area of the city.

Councilmember Williams commented they haven't yet heard a solution where units can go; everyone is saying they don't want it next to them, but everyone had the benefit of

lower housing when they moved into Oakley and salaries have not kept up. She requested they find good locations with access to food, grocery stores, transportation and viable jobs. She mentioned she likes near Amazon where there are industrial jobs. She indicated this is not something new; it is not a new law; it has been around forever. She commented that with the last cycle that began 8 years ago, there has been only 1 project executed so there is no guarantee the sites will be developed. She mentioned is it disheartening to hear that no one wants it next to them because people need places to live. She shared she came to Oakley because it was affordable but now so many people have been classed out because housing is priced so high. She explained they need to have this because she wants her kids to be able to afford to stay in Oakley. She expressed she wants to make sure they select sites that give people opportunities. She also expressed that she likes that Councilmember Higgins suggested a solution.

Vice Mayor Meadows mentioned it was brought up where sites are located and districts. He shared that there are 2 sites in District 1 where he lives, but the majority of all built projects or projects under construction are also in District 1 and that should also be taken into consideration.

Mr. Strelo commented that staff didn't take into consideration districts. He mentioned they will look into the sites near Bridgehead Road and for closeness to grocery and other things mentioned, but they still will look for vacant sites.

Vice Mayor Meadows commented that there are 2 sites in District 1, but all current projects he is aware or that have been built are in District 1, with the exception of 1 other in District 5 that he is aware of.

Councilmember Higgins commented she is still good with Empire Station across from the Diamond Hills gym near the railroad tracks. She inquired what is happening with the lot next to it.

Mr. Strelo responded the lot next to it is in the proximity of the Randall-Bold Water Treatment and there has been resistance to any residential north of Neroly Road in that vicinity. He mentioned he can connect with CCWD again to see if anything has changed, but it would be challenging to place residential there. He shared that in the last cycle, just east of that site, a site was proposed and taken off.

Councilmember Higgins commented that she likes Empire Station and by Dutch Bros. and Amazon. She inquired about the corner of Rose and Main across from ISD.

Mr. Strelo responded they have no projects or applications for that site.

Mayor Pope commented if anyone does not like this, stop electing the people in Sacramento because they are taking away local control every day. He mentioned they think a top-down, boilerplate, carbon copy is for everybody and that is not why he moved his family to Oakley; he moved here because it is unique and they should not be able to control Oakley's destiny. He shared this is one of the reasons he ran for City

Council. He encouraged anyone opposed to call or write a letter to our representatives because they are steamrolling us. He mentioned the government definition of affordable housing is different, like apples and oranges, than what they may call affordable such as a working family being able to afford a home. He mentioned this is another reason that splitting the City into districts is a bad idea; they just saw a conflict and they are not even in district yet. He commented that for criteria they need sites close to transit, grocery stores, hospitals, services and schools. He mentioned Oakley doesn't fit that and he believes ABAG is wrong and the City needs to do everything in their power to correct their error. He mentioned as Councilmember Fuller indicated, the sites need to be close to grocery stores and other things. He mentioned sometimes lower-income folks need transportation and sites need to be close to bus routes or BART. He mentioned more affordable housing near BART in Antioch would be good. He shared that Antioch has a huge development on the other side of Hwy160 and if services are going in around that area, he would like to consider sites nearby in Oakley so their residents can access those services. He mentioned he does not people in a desert of services. He expressed he is not in favor of a 30% buffer at the front end; he prefers the minimum to satisfy the law while not encouraging what he thinks is a mistake which is building affordable housing where people can't survive. He mentioned if they need to do 30 units per acre do that and if they do 80%, that is even more reason that the City has no control. He shared he likes Councilmember Higgins' idea of River Oaks Crossing or the northwest side. He mentioned the area was once considered for big-box commercial but would need more residents to support commercial there. He added that many sites in the City are infrastructure deserts. He commented that storm drains and sewer are expensive to put in and staff mentioned a 50-unit project could not afford to put it in, but perhaps a 300-unit project could afford to put it in to benefit everyone else around them to hook in. He requested staff look to areas of the City where economic development can tap into the development and get something positive out of it.

Mr. Strelo commented there is a minimum and maximum of 1/2 acre to 10 acres that should be looked at and staff feels that 1-5 acres is most viable.

Mayor Pope expressed they don't want another Carol Lane.

Mr. Strelo commented there has been enough input from the Council over the years that they don't want another project in Oakley like that again.

Mayor Pope called for recess at 9:33 p.m.

The City Council reconvened at 9:43.

7.2 2092 Oakley Road Preliminary General Plan Amendment (PA 08-21) - Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.9-acre site from Commercial (CO) to Multi-Family Residential, Low Density (ML) (Ariana Ruiz, Planning Technician)

Planning Technician Ariana Ruiz presented the staff report and PowerPoint presentation.

Applicant Dan Cosgrove, Managing Partner of this parcel and owner of the building La Michoacan Bakery operates from and previously owned a parcel next to it. He shared he is the CEO of Mercantile Systems and he has an understanding of commercial property in Oakley. He mentioned after analysis of the property with its current zoning for commercial, it is not financially viable and that is the reason for their proposal.

Ralph Strauss with SDG architects referred to a slide on the PowerPoint. He explained that the site has some unique challenges with circulation, access and visibility and they cannot make it work for commercial. He mentioned they have studied a wide variety of commercial solutions for the site, none of which has probability and they looked at other options for a variety of solutions. He mentioned this housing is affordable by design, affordable being different from the discussion this evening. He mentioned the residential will support surrounding commercial and there will be pedestrian links to Main and to Oakley Road for access. He shared that all 3 designs have 2 car garages and additional parking, with small backyards.

Owen Poole commented they are looking for direction. He shared many years ago he was involved in the Holly Creek Development and spent time with Virgil Calisesi who owned the property next to it and it was always meant to be part of the housing development but the deal never got done. He discussed the proximity to the park, circulation, median in the middle, right in, right out have made it difficult to make it commercially viable.

Public Comments

Mary Roney mentioned she was going to ask if any of the homes meet affordable housing discussed earlier, but her question was answered. She inquired if affordable allows 30 people per acre.

Mayor Pope clarified it is 30 units per acre.

Ms. Roney inquired since they don't meet the requirements if they can request for a percentage or number of units to fall into the low-income requirements as Councilmember Williams suggested earlier.

Marilyn Tiernan was called upon but was not present.

Mayor Pope mentioned the Council received written comments from Mr. Bailey and he moved to deliberation.

Mayor Pope requested the location slide showing the project site be displayed.

Councilmember Williams commented that they mentioned the site is not commercially viable. She inquired how long they have been marketing it. She mentioned in general, she doesn't like rezoning commercial to residential.

The applicant mentioned it has been 3 years.

Councilmember Williams mentioned affordable means different things. She inquired what the houses will go for.

The applicant shared they are thinking $600k.

Councilmember Williams inquired if they would be open to a percentage being actual affordable housing.

The applicant responded they are open to discuss anything.

Councilmember Higgins inquired how they could do a right in, right out without crashing.

Mayor Pope explained it would be west bound in, west bound out. He mentioned staff could determine if a light is needed at the intersection or if a turn lane would be needed or desirable.

Councilmember Higgins commented in Brentwood there is a neighborhood where there are 6 homes in a court and it is unsafe with one-way streets. She inquired if this would be the same.

The architect responded there are two-way streets with full driveway aprons with two driveway parking spaces.

Councilmember Higgins inquired if the driveway is big enough for RVs and boats.

The architect responded they are not.

Councilmember Higgins inquired if there are any single-story homes.

The architect explained the homes are not designed yet, but they are able to provide more homes if they build up.

Vice Mayor Meadows mentioned the applicant quoted a price estimate but he assumes he will be selling to a builder.

The applicant responded he is not sure yet.

Vice Mayor Meadows commented he is not keen on all three plans, but is leaning toward Plan A. He mentioned he understands the constraints on the site for commercial and that it is not viable for that purpose.

Mayor Pope commented a number of these projects have come forward and he only recalls one that was approved on the other side of Raley's. He mentioned although the applicant didn't make the argument, he sees that this project would provide customers for the commercial nearby so there is economic incentive. He shared he is empathetic to the constraints of the site, but generally, he looks for the biggest benefits to the residents of the City and residents of the project. He inquired if they can make it a private, gated community with private roads. He requested clarification which area is the alley and which is the path.

The architect explained where they were and where the access paths are located.

Mayor Pope commented he likes the court concept, but they must be careful how they execute it.

Mayor Pope commented they have the direction to look into housing to help meet the low-income RHNA requirement.

Mayor Pope mentioned they are looking to them for ideas to benefit the City; the City would be giving away possible sales tax revenue, services, commercial, etc.

Mr. Poole commented what the City doesn't want is a substandard commercial site because it will always be struggling and that is why they are here. He mentioned any of the 3 plans will be strong and there will be an HOA so there will be no boats or RVs on the properties, with the properly managed with the right HOA, they will get Councilmember Williams' children living here and his children living here. He mentioned it is a unique, upscale development, a young, urban type of site. He mentioned they can get some young people in that don't leave town.

Mayor Pope inquired if there is an amenity that isn't present, something attractive to the project, another project multi-generational park, something unique. He mentioned he would look for something special.

Councilmember Fuller commented he likes the design and the urban, smaller houses that may be attractive for young families. He mentioned he is not inclined to give up a commercial site, the City is losing light industrial and commercial, one of the reasons the City incorporated, and it is turning into residential.

Mr. Poole mentioned there is a similar development in downtown Pleasant Hill where there is a very good relationship between the housing and nearby commercial.

Councilmember Higgins commented there are homes near the Jack-in-the-Box in Brentwood by Sand Creek Road that are exactly this that have young families with no kids, but dogs. There they have issues with nowhere to walk the dogs, but here there would be sidewalks. She mentioned the Council approved townhomes for the Cypress

area, but she is not sure if they were ever built, modeled after what was built in Pleasant Hill near Gregory Lane.

Vice Mayor Meadows shared there was a study about 2 years ago that indicated the City is oversaturated in commercial zoning. He agreed with Mr. Poole that this site is not a good commercial site. He mentioned there will be issues with ingress and egress for homes; if they have it for commercial, it will kill a commercial project. He mentioned there is no curb on Main, there is a current elevation issue, and there is a cell tower on the site that might be able to be moved. He mentioned he thinks everyone knows he does not want to lose commercial, but this site is not viable for commercial.

Mayor Pope mentioned that Randi Adler put in public comment for item 2.0 and was in a discussion with Police during that time so he would like to provide her the opportunity to speak.

Randi Adler thanked the Council for its support for her with her recent hip replacement. She commented she has an issue with Police. She shared her daughter is abused by her boyfriend and Officer England has shown he doesn't care and told her it is her (Ms. Adler's) fault. She mentioned some officers should not be officers or they should be retrained to actually care about what is going on in their communities. She mentioned women and some men are in relationships where they are being abused and have no way out. She shared her daughter's boyfriend has been looking online for an AK-47 to try and kill them. She expressed she needs help and she is going to get a restraining order, but it is just a piece of paper and she hopes they don't show up dead.

8) ADJOURN

There being no further business, the meeting was adjourned at 10:15 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

OAKLEY
CALIFORNIA

MEMORANDUM

Office of the City Attorney

Date:	March 23, 2022
To:	Mayor and Members of City Council
From:	Derek P. Cole, City Attorney
Cc:	Joshua McMurray, City Manager
Subject:	Closed Session Report-Out Memo

FOR CONSIDERATION AT THE CITY COUNCIL MEETING OF APRIL 12, 2022

Background and Analysis

The City Council considered the following closed session items during its special meeting held March 22, 2022:

CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Joshua McMurray, City Manager and Jeri Tejeda, Human Resources Director

Unrepresented Employees: Accounting Assistant (1), Accounting Manager (1), Administrative Assistant (5), Assistant to the City Manager (1), Building Inspector I (2), Capital Projects Engineer (1), Chief of Police (1), City Clerk/Paralegal (1), Code Enforcement Officer I (1), Code Enforcement Technician (2), Community Development Director (1), Custodian (1), Deputy City Clerk (1), Economic Development Analyst (1), Engineering Technician (1), Events Coordinator (1), Finance Director (1), Human Resources Director (1), Management Analyst (1), Office Assistant (1), Parks and Landscape Maintenance Tree Worker, (1) Parks and Landscape Maintenance Worker (2), Parks and Landscape Foreman (1), Parks and Landscape Manager (1), Park Ranger (1), Permit Center Technician I (1), Permit Technician II (1), Planning Manager (1), Planning Technician (1), Police Lieutenant (2), Police Records Assistant (3), Police Services Assistant (4), Principal Engineer (1), Public Works Administrative Specialist (1), Public Works Director/City Engineer (1), Public Works Maintenance Worker (1), Public Works Inspector II (1), Recreation Aide (4), Recreation Director (1), Recreation Leader (9), Senior Accounting Technician (1), Sports Field Laborer (1), Streets Maintenance Foreman (1).

CONFERENCE WITH LABOR NEGOTIATORS-Labor Negotiations with the Oakley Police Officers Association
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Joshua McMurray, City Manager and Jeri Tejeda, Human Resources Director

Represented Employees: Employees Covered by the Police Officers Association

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

Fiscal Impact
None.

Recommendation
Receive and file this report.

Attachments
None.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: April 12, 2022

TO: Joshua McMurray, City Manager

Approved and Forwarded to the City Council

FROM: Felicia Escover, Assistant to the City Manager

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A FIVE-YEAR LEASE AGREEMENT BETWEEN THE CITY AND MULEHEAD GROWERS, LLC FOR CITY-OWNED PROPERTY LOCATED AT 1785 WALNUT MEADOWS DRIVE, OAKLEY (APN 037-141-006) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

Background and Analysis

In March 2011, the City entered into a ten-year lease agreement with Mulehead Growers, LLC (hereinafter "Mulehead") for the preservation of grape vines. The Agreement allowed Mulehead to transplant, plant, cultivate and harvest grape vines in the vacant 5.7-acre lot. This arrangement was advantageous to the City due to reduced maintenance responsibility of the parcel and beneficial to Mulehead who was able to transplant ancient grape vines from the Dupont Property that would've otherwise been lost.

The original agreement term was March 1, 2011 to February 28, 2021 but brought forth to the City Council in February of 2021 for a short-term extension. This short-term extension was to allow Mulehead to continue the maintenance of the vineyard through December 31, 2021. At the time of the extension, Mulehead was not interested in continuing the long-term lease due to declining yield from the vines and low prices for grapes. However, they agreed to continue the care and maintenance of the vineyard while a request for proposals was done to solicit proposals for the continued use of the property. Due to staff transitions, proposals were not solicited. Mulehead staff then reached out in early 2022 to express interest in a five-year lease.

During the term of the original lease agreement, Mulehead has successfully completed the vine relocation, provided a water source, and maintained the property as outlined in the agreement terms. The proposed Lease Agreement will continue the preservation of

the vines, upkeep of the parcel, and eliminate any City maintenance cost for the property.

Fiscal Impact

The Lease Agreement provides for General Fund revenue of $2,250 per year throughout the five-year term; a total of $11,250 for the entirety of the agreement. The City will also save General Fund money that would have otherwise been spent on site maintenance.

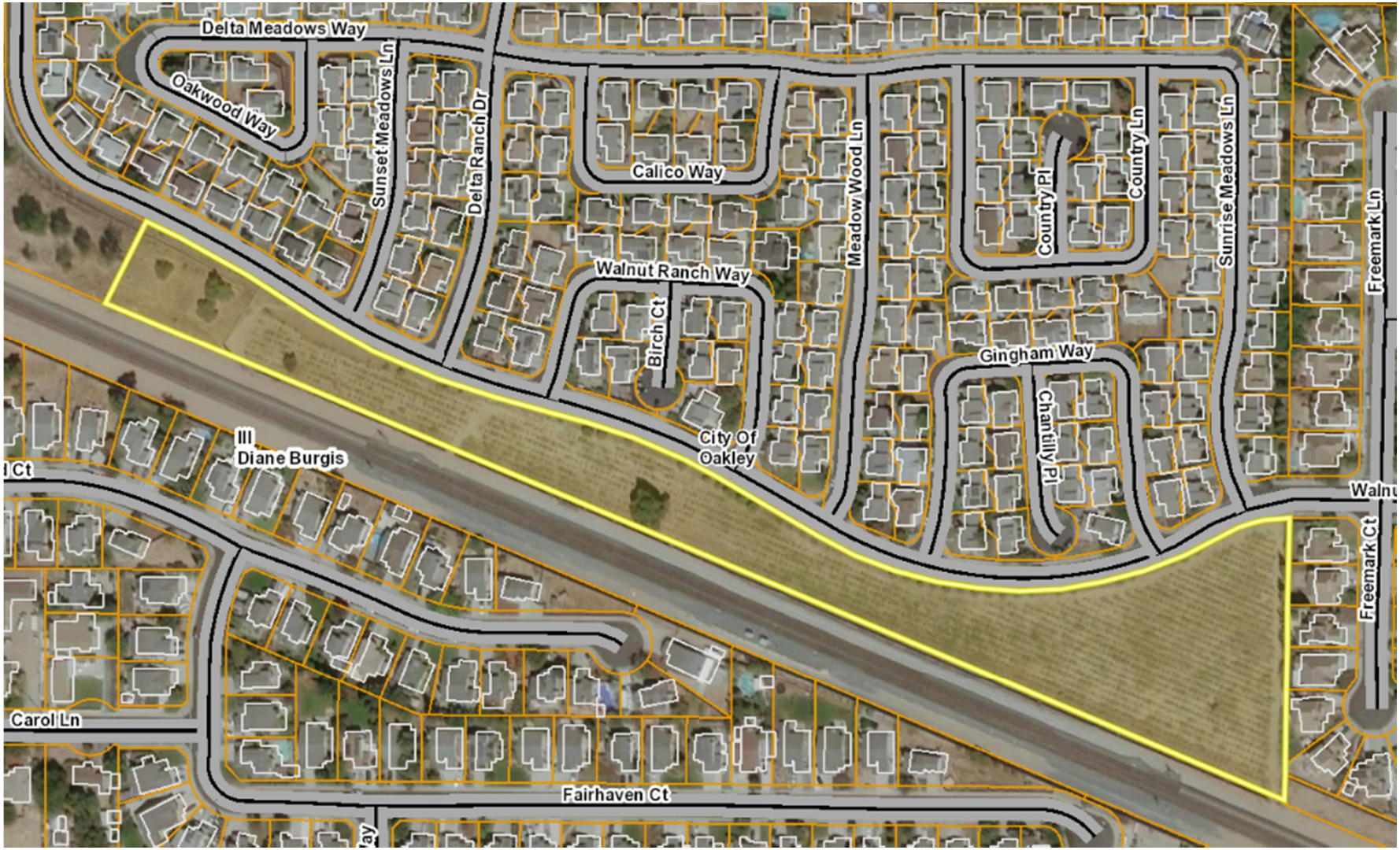
Staff Recommendation

Staff recommends that the City Council adopt the resolution approving a five-year Lease Agreement with Mulehead Growers, LLC for the lease of approximately 5.7 acres located at 1785 Walnut Meadows Drive, Oakley and authorizing the City Manager to execute the agreement.

Attachments

Site Map
Resolution
Lease Agreement

1785 WALNUT MEADOWS DRIVE, OAKLEY
APN 037-141-006



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A FIVE-YEAR LEASE AGREEMENT BETWEEN THE CITY AND MULEHEAD GROWERS, LLC FOR CITY-OWNED PROPERTY LOCATED AT 1785 WALNUT MEADOWS DRIVE, OAKLEY (APN 037-141-006) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley ("City") owns the property at 1785 Walnut Meadows Drive, comprising 5.7 acres of land; and

WHEREAS, the City entered into a ten-year lease agreement with Mulehead Growers, LLC ("Mulehead") on March 1, 2011 to transplant, plant, cultivate and harvest grape vines into the then vacant lot; and

WHEREAS, the Lease Agreement was extended through December 31, 2021 to provide for continued vine care and maintenance; and

WHEREAS, Mulehead has successfully completed the vine relocation, provided a water source, put up fencing, and maintained the property as outlined in the original agreement terms and wishes to enter into a new five-year Lease Agreement; and

WHEREAS, the City wishes to enter into a new Lease Agreement with Mulehead to provide for the preservation of the vines and maintenance of the parcel.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve and authorize the City Manager to sign on behalf of the City a certain Lease Agreement with Mulehead Growers, LLC, an exact copy of the Lease Agreement is attached hereto.

PASSED, APPROVED AND ADOPTED this 12th day of April 2022 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Randy Pope, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

LEASE AGREEMENT FOR
PROPERTY LOCATED AT
1785 WALNUT MEADOWS DRIVE, OAKLEY, CA
APN # 037-141-006

This Agreement, dated April 12, 2022, and effective on May 1, 2022, is by and between the **CITY OF OAKLEY**, a public body, corporate and politic, hereinafter designated as "CITY, " and Fred Cline, doing business as Mulehead Growers, hereinafter designated as **"TENANT,"** for the lease by **TENANT** of real property owned by CITY in the City of Oakley, County of Contra Costa, State of California, commonly described as 1785 Walnut Meadows Drive, Oakley, CA Main Street (approximately 5.7 acres), Assessor's Parcel No. 037-141-006, hereinafter referred to as the "Premises".

TENANT hereby jointly and severally approves, agrees, and consents to the following terms and conditions:

1. **TERM:** The term of this tenancy shall be for five years, commencing May 1, 2022 and terminating on June 30, 2027; however, either party may terminate this Agreement as provided for herein.

2 **LEASE RATE:** The lease rate for the use of the above Premises shall be TWO THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($2,250) per year. TENANT agrees to pay said lease rent in advance on or before the May 31st of each year so long as tenancy continues. All checks and money orders shall be made payable to CITY of OAKLEY and shall be mailed to:

CITY OF OAKLEY
Attn: City Manager
3231 Main Street
Oakley, CA 94561

If any rent is not paid to the CITY within ten (10) days after due date, a late charge of FIVE HUNDRED NO/100 DOLLARS ($500) shall be added to the payment and the total sum shall become immediately due and payable to CITY. Failure to pay within twenty (20) days after the due date will incur an additional late charge of ONE THOUSAND DOLLARS ($1,000) which shall be added to the payment and the total sum shall become immediately due. Failure to pay within thirty (30) days shall immediately terminate this Agreement.

3. **SECURITY DEPOSIT:** CITY will hold a deposit in the amount of ONE THOUSAND NO/100 DOLLARS ($1,000), as security for the full and faithful performance by TENANT of all terms, conditions, and covenants of this Agreement.

Upon termination of this Agreement, the CITY may use any portion of the security deposit as may be reasonably necessary to remedy TENANT'S defaults of the provisions of this Lease Agreement, including, but not limited to, payment of unpaid rent due under paragraph 2 of this Agreement, cleaning of the Premises, repair of damage, or for storage of personal property which has be abandoned by

TENANT. Any remaining portion of the security deposit after such deduction shall be mailed to TENANT at TENANT's last known address.

4. **UTILITIES:** TENANT shall pay all costs in connection with TENANT's operations upon the Premises, including but not limited to costs of preparing the Premises for planting of crops, production costs, costs of tools and labor, electricity and other utilities, and costs of irrigation.

5. **PERMITTED USE:** TENANT shall utilize the Premises exclusively for the transplanting, planting, cultivating and harvesting of grape vines. Any other use will void this Agreement. TENANT agrees to uses sound viticultural practices throughout TENANT's use of the Premises.

TENANT shall not conduct or allow any machinery or equipment noises to occur on the Premises prior to 8:00 a.m. or after 6:00 p.m., nor at any time on Sundays. Such noise shall include, but not be limited to, vehicles, whether operating or idling, tractors, or any other farming equipment or machinery that creates noise.

6. **TENANT'S MAINTENANCE AND REPAIRS OBLIGATIONS:** Tenant shall keep the Premises in good order, condition and repair throughout the Lease Term. On the last day of the Lease Term, or on sooner termination of this Lease, Tenant shall surrender the Premises to CITY in good and sound condition, and clean and free of debris. TENANT shall have a right to remove all vines prior to conclusion of lease period or within thirty (30) days of the date of termination.

TENANT shall keep Premises in a clean, decent, safe, and sanitary condition, free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. TENANT shall perform regular weed abatement and trash removal to the Premises.

TENANT shall take every care to prevent fires. In the event that the Premises is destroyed by fire, this Agreement shall immediately terminate and CITY shall not be responsible for any loss or damage to TENANT.

TENANT shall not allow non-operating vehicles, or parts thereof, to remain on the Premises.

7. **IMPROVEMENTS:** Without the prior written consent of CITY in its sole discretion, Tenant shall not make or erect on the Premises or on any portions thereof, any building, improvement, structure or appurtenances thereto. TENANT agrees not to make or suffer any alterations to be made in or on said Property without first obtaining the written consent of CITY.

8. **HAZARDOUS SUBSTANCES:** TENANT shall not store, keep, or use hazardous substances on the Premises. TENANT acknowledges that hazardous substances may permanently and materially impair the value and use of the Premises.

A "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereon, which is or becomes designated, classified or regulated as being "toxic," "hazardous," a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

TENANT agrees to defend, save, protect, indemnify and hold CITY harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of CITY'S counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of TENANT'S activities, in or around any part of the Premises, including those incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any third parties or to any natural resources.

9. **COMPLIANCE WITH LAWS:** During the Lease Term, TENANT shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements of Federal, State, County, City and Municipal Governments, departments, bureaus, boards, commissions and officials with respect to the Premises, the improvements thereon or the use or occupancy thereof.

10. **NOTICE OF TERMINATION**: CITY may terminate this Lease at its sole discretion by providing TENANT written notice on or before December 1st of any given year. TENANT may terminate this Lease at anytime, but must provide CITY six (6) months notice of termination. CITY may terminate this Lease Agreement for non-payment of the Lease rate, as provided for herein.

11. **INSPECTION:** The CITY reserves the right to enter the Premises between the hours of and to employ the proper representative or contractor in order to see that the Premises is being reasonably cared for, that no waste is being made, and that all things are done in the manner best calculated for the preservation of the Premises, and in full compliance with the terms and conditions of this Agreement. CITY shall provide twenty-four (24) hour notice of its entry, except in an emergency.

12 **NOTICES:** All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail, postage prepaid, return receipt requested, and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time:

To TENANT:	Fred Cline Mulehead Growers 24737 Arnold Drive Sonoma, CA 95476
To CITY:	City of Oakley 3231 Main Street Oakley, CA 94561 Attn: City Manager

13. **HOLD HARMLESS:** TENANT shall defend, indemnify, save, protect, and hold harmless CITY, its officers, agents, and employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, including without limitation all consequential damages from any cause whatsoever, to persons or property, arising directly or indirectly from or connected with this Agreement, including, but not limited to, any act under taken pursuant to the Agreement, or the TENANT'S use or possession of the Premises, save and except claims, costs, liability or litigation arising from the sole negligence or sole willful misconduct of CITY, its officers or employees, and, if required by CITY, will defend any such actions at the sole cost and expense of the TENANT.

14. **SUBLETTING:** TENANT shall not assign this tenancy or any interest therein and shall not sublet said premises or any part thereof without prior written approval from the CITY. Any such assignment or subletting without the CITY'S consent shall be void.

15. **INSURANCE:** CITY will not keep TENANT'S interest and property insured and TENANT waives the right to claim damages from the CITY for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause.

TENANT shall, prior to occupation of the premises, furnish or caused to be furnished to the CITY duplicate originals or appropriate certificates of the following insurance policies:

A. **General Commercial Liability Insurance**. TENANT shall obtain at its sole cost and keep in full force and effect during the term of this Agreement, general commercial liability insurance in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide that the policy shall operate as primary insurance, and that no other insurance effected by the CITY will be called upon to cover a loss covered thereunder.

B. **Certificates of Insurance**. TENANT shall file with the CITY, prior to occupation of the Premises, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days notice to the CITY prior to the effective date of such cancellation, or change in coverage. TENANT shall deliver copies of the insurance policy upon CITY request.

C. **Prior to occupation of the Premises**. TENANT shall file with the CITY the City of Oakley's standard endorsement form providing for each of the above requirements.

16. **POSSESSORY INTEREST TAX**: The County Assessor of Contra Costa County has invoked a possessory interest tax on all leases of CITY and other publicly-owned properties. This tax is mandatory by law and is levied on the TENANT and not the Premises. The occupant of the Premises on the lien date, April 1 of the current year, is liable for full payment, even if TENANT subsequently vacates the Premises. TENANT therefore, must recognize and understand, in accepting this Lease Agreement, his interest therein may be subject to a possible possessory interest tax that the County Assessor may

legally impose on such possessory interest held by the TENANT. Each year, TENANT will pay the tax promptly.

17. **CITY'S RIGHT OF RE-ENTRY**: TENANT shall not vacate or abandon the Premises at any time during the term of this Agreement. If CITY'S right of reentry is exercised following abandonment of the Premises by TENANT then CITY may consider any personal property belonging to TENANT and left on the Premises to have been abandoned, in which case CITY may dispose of all such personal property in any manner pursuant to law. CITY shall deem proper and is hereby expressly relieved of all liability for doing so.

18. **WAIVER**: The waiver by CITY of any breach of a specific term, covenant or condition herein contained shall not constitute a waiver of any other breach of that term, covenant or condition herein contained or any other term, covenant or condition herein contained.

19. **WRITTEN AGREEMENT**: Neither party has relied on any promise or representation not contained in this Agreement. All previous conversations, negotiations, representations, agreements and understandings, either written or oral, are of no further force or effect. This Lease Agreement may be modified only by a writing signed by both parties. The headings of the paragraphs are for convenience only and are not a part of this Lease Agreement, nor shall they be considered in construing the intent of this Lease Agreement.

20. **ATTORNEY'S FEES**: Should either party bring any legal action or proceeding for the breach of any term, covenant or condition of this agreement the court shall award reasonable attorneys' fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the court.

21. **VENUE**: In the event that either party brings any action against the other party 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.

22. **WAIVER OF RELOCATION BENEFITS**: TENANT warrants and represents to CITY that TENANT does not have nor shall TENANT claim any right to relocation benefits under any provision of any State of California or federal law and TENANT knowingly waives the right to make any claim against the CITY for relocation benefits in the event CITY elects to terminate this Agreement for any reason.

23. **SEVERABILITY**: The validity or illegality of a provision of this Agreement shall not affect the remainder of the Agreement.

24. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to each and all of the terms and provisions of this Agreement.

25. **AUTHORIZED SIGNATURE**: Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement and that the person or party will be bound by such signature.

26. **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.

CITY

CITY OF OAKLEY

By: _____
Joshua McMurray
City Manager

ATTEST:

_____
Libby Vreonis
City Clerk

APPROVED AS TO FORM:

_____
Derek Cole
City Attorney

TENANT

MULEHEAD GROWERS

By: _____
Fred Cline
Owner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
(PT) Heffernan Insurance Brokers
101 Second Street, Suite 120
Petaluma CA 94952

CONTACT NAME:
PHONE (A/C, No, Ext): 707-781-3400 **FAX (A/C, No):** 707-781-0800
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Alliance Insurance Company	26832
INSURER B : Care West Insurance Company	10520
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CLINCEL-04
Cline Cellars, Inc. and Mulehead Growers LLC
24737 Arnold Drive
Sonoma CA 95476

COVERAGES **CERTIFICATE NUMBER:** 280031052 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PAC066311708	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			CAP066311808	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UMB066311908	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W12112001781	12/1/2021	12/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 1785 Walnut Meadows Drive, Oakley, CA. City of Oakley is included as an additional insured (and primary) on General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A;** and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A –** Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: April 12, 2022

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

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

SUBJECT: Reimbursement Agreement with Ironhouse Sanitary District related to Sewer Improvements Associated with Capital Improvement Project (CIP) Number 253 – Police Department Parking Lot Expansion Project

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Background and Analysis

Capital Improvement Project (CIP) No. 253 involves the construction of the Police Department Parking Lot Expansion Project. During the initial design process, Ironhouse Sanitary District (ISD) informed the City that they have a failing sewer line within the project limits on Ruby Street. City staff met with ISD to discuss the replacement of the ISD sewer line and its inclusion as a part of the construction phase of the City project. To prevent any future sewer failures and to protect the health and safety of the public, ISD needs to replace this sewer line and to prevent complications as a result of its failure.

The City has partnered with ISD on other projects in the past, and most recently the Downtown Reconstruction Project along Main Street that was completed in 2017. The City and ISD recognize the risk that raw sewage poses to public health and safety and has determined that the sewer replacement should be done with the utility construction phase of the CIP 253 Project. City staff met with ISD to discuss the design and construction to replace the sewer line and include the work with the utility construction phase of the Police Department Parking Lot Expansion Project. As a result, ISD agreed to have the City's contractor install the new sewer as a part of the police parking lot project.

Staff from City and ISD have continued to work together and collaborate on the details of the sewer project to ensure that the needs and requirements of both agencies are accommodated. An agreement was reached between the City and ISD to incorporate the sewer improvements into the CIP 253 scope of work.

Accordingly, ISD agreed to reimburse the City for the total amount that the City will expend on the additional design costs, administrative costs, and construction costs for

ISD's sanitary sewer portion of the project through the attached reimbursement agreement.

The reimbursement amount includes, but is not limited to, City administrative costs, and construction costs for an amount of $76,426. The sewer construction costs are an estimate for the work, and ISD will be responsible for reimbursing the final expended amount at the conclusion of the sewer line construction. Understanding the sense of urgency to maintain the City's project schedule, ISD's Board of Directors approved the reimbursement agreement at a special meeting held on March 15, 2022.

Fiscal Impact

The approval of this reimbursement agreement will not impact the City's General Fund. There are sufficient funds in the project budget to cover the additional sewer construction costs for the project. However, the agreement requires that the City be reimbursed for the total design, administrative, and construction costs expended. The City shall be paid in full after the sewer improvements are installed and have been accepted by both ISD and the City, leaving no net cost to the City for these sewer improvements.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution approving the Reimbursement Agreement with Ironhouse Sanitary District for the construction costs of the sewer line associated with CIP 253 – Police Department Parking Lot Project and authorizes the City Manager to sign the agreement.

Attachments

1) Resolution
2) Reimbursement Agreement

RESOLUTION NO. __-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A REIMBURSEMENT AGREEEMENT WITH IRONHOUSE SANITARY DISTRICT RELATED TO CAPITAL IMPROVEMENT PROJECT NUMBER 253 – POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT

WHEREAS, on November 10, 2020, by adopting Resolution No. 135-20, the City Council awarded a design contract to Freyer and Laureta, Inc., for the design of CIP No. 253 – Police Department Parking Lot Expansion Project; and

WHEREAS, Freyer and Laureta, Inc., prepared plans, special provisions, and cost estimates related to CIP Project No. 253 – Police Department Parking Lot Expansion Project; and

WHEREAS, Ironhouse Sanitary District (ISD) has a failing sanitary sewer line within the project limits and needs to be replaced; and

WHEREAS, ISD and the City have reached an agreement on the scope of sanitary sewer improvements to be performed by the City as part of CIP 253, and estimated costs to design and replace the sewer line for an amount of $76,426; and

WHEREAS, the City and ISD have agreed upon a reimbursement agreement that requires ISD to pay the City for the total amount that the City will expend on the ISD portion of the project, including but may not be limited to, City administrative costs, construction costs, increases due to further change orders, unforeseen underground conditions, claim for additional reimbursement from the contractor, and stop notices filed by subcontractors; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Reimbursement Agreement with Ironhouse Sanitary District related to CIP Project No. 253 – Police Department Parking Lot Expansion Project is approved, and the City Manager is authorized to execute said Agreement. A copy of the Agreement is attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 12th day of April, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Randy Pope, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

REIMBURSEMENT AGREEMENT
BETWEEN THE IRONHOUSE SANITARY DISTRICT
AND
THE CITY OF OAKLEY

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of March 2022 by and between the Ironhouse Sanitary District, a California special district ("District") and the City of Oakley, a California municipal corporation ("City"). District and City are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. The City's adopted Five-Year Capital Improvement Program includes project Number 253, the Police Department Parking Lot Expansion Project ("Project"), which will involve the grading and paving of a new parking lot that will connect the existing Police Department parking lot to West Ruby Street.

B. The District owns sanitary pipe along West Ruby Street, and the District has a future project to upgrade and upsize their existing sewer line in order to maintain capacity within their system.

C. The District has requested that the City construct these sewer improvements along West Ruby Street as a part of the Project, including the installation of two new manholes and two new 12" pipe segments.

D. The City has retained R & R Pacific Construction ("Contractor") to complete the Project, and the City has agreed to direct the Contractor to perform the sewer improvements in addition thereto.

E. The District will be responsible for obtaining physical survey information and for providing a design for the sewer improvements.

F. The purpose of this Agreement is to clarify and define the terms of the District's reimbursement to the City for the District's sewer line installation.

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. **Scope of Work.** Parties agree that the Contractor, R&R Pacific Construction ("Contractor"), shall competently and efficiently install sewer facilities for the District at West Ruby Street ("Work"), as set forth in Exhibit "A," attached hereto and incorporated herein, and that the District shall reimburse the City for all costs and expenses incurred in the Contractor's performance of the Work. The District shall also be responsible for obtaining the physical survey information and for providing a design for the Work. The District shall have the Work inspected by its own forces or by contract at its own cost and expense and shall make an inspector available at all times during the construction of the Work. The Work shall be completed to the reasonable satisfaction of the District.

2. **Contract Value.** The District's total compensation for the Work performed under this Agreement shall not exceed $76,426, to be paid as: (1) ☐ lump sum; (2) ☒ lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, with a guaranteed not to exceed price of $_____ ("Reimbursement"). Said amount is an estimate for the Work. District shall be responsible for any additional costs related to the Work. Additional costs could include, but may not be limited to, increases due to further change orders, unforeseen underground conditions, claims for additional reimbursement from the Contractor, and stop notices filed by subcontractors. The City will consult with the District prior to incurring additional costs.

3. **Reimbursement**. Following transmittal of the deposit, the City shall transmit monthly bills to the District for the costs associated with the Contractor's performance of the Work for the preceding month, detailing the costs associated with the Work and requesting payment. The District shall issue payment to the City within thirty (30) days of receipt of the invoice from the City.

4. **Work Performance and Guarantee.** The City provides no guarantee or warrantee for any of the Work performed by the Contractor.

5. **Indemnification.**

    a. The District shall defend, indemnify and hold the City and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorney's fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of the District, its directors, officers, employees, partners, contractors or agents.

    b. The City shall defend, indemnify, and hold the District and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or

result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of the City, its directors, officers, employees, partners, contractors or agents.

6. **Term and Termination.** The term of this Agreement shall commence when it is fully executed by the Parties and shall continue until the Work is concluded or the Agreement is terminated by either party.

    a. Parties may terminate this Agreement by providing thirty (30) calendar days written notice to the other party. Thereafter, the City shall have no further obligation to complete the Work. The District shall be responsible for the payment of costs incurred by City up to and including the date of termination regardless of which party terminates this Agreement.

7. **Time of Essence.** Time is expressly made of the essence with respect to the performance by the City and the District of each and every obligation and condition of this Agreement.

8. **Attorneys' Fees**. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

9. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

10. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

11. **Severability**. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

12. **Successors and Assigns**. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. **Jurisdiction**. This Agreement shall be administered and interpreted under the laws of the State of California without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Contra Costa, State of California.

14. **Notices**. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by email with

evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by email. Any notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as text messages or instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To the City:
Jason Kabalin, Capital Projects Engineer
3231 Main Street
Oakley, CA 94561
925-625-7040

To the District:
Vivian Housen, District Engineer
450 Walnut Meadows Drive
Oakley, CA 94561
925-518-3487

with a copy to:
Burke, Williams & Sorensen, LLP
1901 Harrison Street
Suite 900
Oakland, CA 94612
Attn: Leah Castella
Tel: (510) 273-8778

Any party may change its address for notice by written notice to the other party in the manner provided in this Section 12.

15. **Interpretation**. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement is the product of negotiations among the Parties, and it shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

16. **Authority**. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

17. **Counterparts**. This Agreement may be executed in counterparts.

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

"District"
Ironhouse Sanitary District

By: Chad Davisson
Chad Davisson, General Manager

Date: 3/31/2022

"CITY"
CITY OF Oakley, a municipal corporation

By: _____
Joshua McMurray, City Manager

Date: _____

Approved as to form:

By: _____
Derek Cole, City Attorney

Date: _____

EXHIBIT A

W. RUBY STREET SCOPE OF WORK



1. Survey Rim Elevation and Invert of Pipe to South @ OT171
2. Survey Rim Elevation and Invert of Pipe to North @ OT170
3. Survey Rim Elevation and Depth to Manhole Bench @ OT168
4. Survey Rim Elevation and Invert of Pipe to South @ OT240 (Wildcat Way and Fuschia Way, not shown)
5. Based on information provided, District will provide details for new facilities to be installed as shown in yellow.
6. Following District sketch, install two (2) proposed new manholes and two (2) proposed new 12" pipe segments as shown in yellow.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: April 12, 2022

TO: Joshua McMurray, City Manager

Approved and Forwarded to the City Council

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

SUBJECT: Approve the purchase of five (5) Electric Vehicle Charging Stations from ChargePoint associated with Capital Improvement Project (CIP) Number 215 – Downtown Parking Lot

Background and Analysis

The development and renovation of downtown Oakley has been a priority project for many years; and substantial improvements to the downtown area have been constructed in the past few years. The goal for the community is to have a downtown that is thriving and vibrant and will serve as a solid foundation for the economic vitality of Oakley for decades to come.

The new downtown parking lot project that is being constructed on the north side of Main Street, adjacent to the Entrepreneur Building has parking spots dedicated for Electric Vehicle (EV) Charging Stations. These include 6 parking spaces for standard EV's, served by 3 dual port chargers, and 2 ADA parking spaces served by 2 single port chargers for additional EV charging stations.

Staff extensively researched several different Electric Vehicle Charging Station manufacturers in consultation with Marin Clean Energy (MCE) that has been setting the standard for clean energy in Oakley for the past 8 years; and offers rebates to agencies for the use of EV charging stations. After this research and analysis, staff chose ChargePoint as the selected company to furnish the new EV charging stations due to performance, customer care, rigorous testing and durability and an industry leading warranty to protect the new EV charging stations.

Section 3.6.010 of the City's Purchasing Ordinance provides an exemption to the competitive bidding requirement for contracts involving specialized services and purchases involving goods that are of a technical nature. However, the City solicited several EV charging vendors and received three quotes. After careful evaluation of the different products, staff chose ChargePoint's product, not based on the lowest bid but because its technical features and specialized services were deemed to most closely meet the City's needs. The extensive testing, performance, reliability, and warranty that ChargePoint offers was superior when compared to other vendors.

Another added benefit to using ChargePoint is their cooperative agreements with other electric vehicle charging operators, such as EVGo, Plug Share, and Sema Connect to name a few. This means that customers who have accounts set up with one of these competitive companies, can use the City's ChargePoint stations as well.

ChargePoint is the industry leader in providing networked EV charging stations throughout the United States. ChargePoint operates 180,000 charging stations and has established partnerships with large and small agencies in both the private and public sectors. The EV charging stations for the new downtown parking lot project are Level 2 chargers that are the industry standard for such a commercial application.
To use a ChargePoint station, customers create an account on ChargePoint's website or download the mobile application. Customers have two options: acquire a ChargePoint Card that can be used at the station or use their cellphone to pay. The electric vehicle charging station will be open and available for use 24 hours a day, 365 days a year. The City will operate these charging stations at a cost neutral to the City, that is designed to cover energy costs, transaction fees, and regular equipment maintenance.

All EV charging station usage data is available to the City in a cloud database and includes a wide variety of reports to help provide an ongoing review of each station; including revenues received, actual electrical costs, station performance and maintenance needs. Staff can review and analyze the data received from these stations for additional deployment of EV charging stations throughout the community.

The purchase of the EV charging stations now, will account for the longer manufacturing timelines that are being experienced across all products, and will have the timing of delivery of the new EV charging stations by summer, when the new parking lot will be close to completion and ready for the installation of the EV charging stations.

Fiscal Impact
The approval of this resolution will not impact the City of Oakley FY 2021/22 General Fund Budget. As part of the mid-year budget adjustment process, funds were allocated for this project, which will be used to purchase the new EV charging stations in the amount of $59,184.18.

Staff Recommendation
Staff recommends that the City Council adopt the resolution approving the purchase of five (5) EV Charging Stations from ChargePoint in the amount of $59,184.18.

Attachments
1. ChargePoint Proposal
2. Resolution

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Sophia Sparks
E-Mail: sophia.sparks@chargepoint.com
Telephone:

Primary Contact:

Quote Number: Q-188934-1
Date: 4/1/2022
Expires On: 4/27/2022

Bill To Address

City of Oakley
3231 Main St
Oakley California 94561-3147
United States

Ship To Address

City of Oakley
3231 Main St
Oakley California 94561-3147
United States

Product Name	Product Description	Qty	Unit Price	Total Price
CT4011-GW1	Single Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	2	USD 4,869	USD 9,738
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	3	USD 7,007	USD 21,021
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	5	USD 105	USD 525
CT4000-PMGMT	CT4000 Power Management Kit. Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).	5	USD 55	USD 275
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	8	USD 1,385	USD 11,080
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	5	USD 0	USD 0

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254 East Hacienda Avenue, Campbell, CA 95008 USA

Product Name	Product Description	Qty	Unit Price	Total Price
CPSUPPORT-SITEVALID	Customer works with their own contractor to perform all construction and station installation services. ChargePoint will then engage an authorized ChargePoint Partner to perform Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per AC station.	1	USD 0	USD 0
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	5	USD 2,620	USD 13,100

Quote Total:	USD 55,739.00
Estimated Tax:	USD 2,761.43
Shipping Fee:	USD 683.75
Grand Total:	USD 59,184.18

Quote Acceptance

+ Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
+ All pricing is confidential between Customer and ChargePoint.
+ All prices are FCA ChargePoint warehouse(s).
+ Customer to be invoiced at time of shipment.
+ Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
+ All invoices are Net 30 days.
+ Credit Checks are required for new customers.
+ Pricing does not include installation or mounting services unless specifically quoted above.
+ Additional Purchase Terms and Conditions can be found at http://www.chargepoint.com/termsandconditions
+ Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure
+ Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

© 2021 ChargePoint, Inc.
254 East Hacienda Avenue, Campbell, CA 95008 USA

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

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254 East Hacienda Avenue, Campbell, CA 95008 USA

RESOLUTION NO. __-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, AUTHORIZING STAFF TO PURCHASE FIVE (5) ELECTRIC VEHICLE CHARGING STATIONS RELATED TO CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 215 – DOWNTOWN PARKING LOT PROJECT

WHEREAS, as part of the Fiscal Year 2021/22 Budget, the City of Oakley approved a 5-year Capital improvement Program (CIP); and

WHEREAS, Project Number 215 is to construct a parking lot on the north side of Main Street in downtown Oakley; and

WHEREAS, on February 22, 2022 the Oakley City Council approved a mid-year budget adjustment which allocated additional funds for CIP 215 - Downtown Parking Lot; and

WHEREAS, the new downtown parking lot project that is being constructed has parking spots dedicated for Electric Vehicle (EV) Charging Stations; and

WHEREAS, ChargePoint, Inc is the industry leader in electric vehicle charging stations and has submitted a proposal to provide five (5) electric vehicle stations for an amount not to exceed $59,184.18; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby authorizes staff to purchase five (5) electric vehicle charging stations and associated hardware.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 12th of April 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Randy Pope, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: April 12, 2022

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

FROM: Tim Przybyla, CPA, Finance Director

SUBJECT: Consideration of a Resolution Approving the $100,200 Purchase of a Scan Station Forensic 3-D RTC 360 Laser Scanner System and Related Training and Support from Precision Survey Supply

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Background and Analysis

In the interest of reducing staff time and expediting the processing of crime scenes and accidents, the Oakley Police Department researched and selected the Scan Station Forensic 3-D RTC 360 laser scanner system. This system is manufactured by Leica Geosystems and is the only 3-D laser scanning system made which combines all of the features and support infrastructure required to support the investigation mission of the Oakley Police Department. After a recent collision on Cypress Avenue, traffic was held to a complete stop for hours, while the scene of the collision was investigated. The use of this 3-D scanner system could have cut down considerably on the time to process the scene and it would provide very scientific and compelling evidence to support the case.

The cost estimate provided by Precision Survey Supply (PSS) for the equipment, training and support is $92,138.19, without tax, after the 18% discount that Precision has extended to the City of Oakley Police Department. With tax, the total cost is anticipated to be $100,200. PSS is an authorized Lieca Geosystems Public Safety distributor for the State of California and the only distributor that offers the training and support that will be needed for the Oakley Police Department to utilize this system effectively and preserve crime scenes and crash scenes exactly the way they are discovered, while completing the on-site investigation in roughly 25% of the time it takes to process scenes without this state-of-the-art system. Because PSS is a sole source provider for this system, the City's Purchasing Ordinance exempts this purchase from the competitive bidding process. Less costly 3-D scanning systems are available and were considered by Oakley Police Department. However, this particular system was selected as the best fit for the City of Oakley because of its high-quality, dependability and high level of support that accompanies this system.

Fiscal Impact

The impact to the General Fund for this purchase of equipment and related support will be $100,200, which will come from the Oakley Police Department budget after a budget transfer in from the existing balance in the Contingency line item of the Non-Departmental budget.

Staff Recommendation

Staff recommends the City Council adopt the attached resolution, approving the $100,200 purchase of the Scan Station Forensic 3-D RTC 360 laser scanner system and related training and support.

Attachments

1) Resolution
2) Estimate
3) Sole Source Letter

RESOLUTION NO. XX-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE $100,200 PURCHASE OF A SCAN STATION FORENSIC 3-D RTC 360 LASER SCANNER SYSTEM AND RELATED TRAINING AND SUPPORT FROM PRECISION SURVEY SUPPLY

WHEREAS, it is a goal of the City of Oakley to protect our public and prioritize safe streets, healthy neighborhoods, and robust community resources to benefit our most valued assets - our people; and

WHEREAS, the City of Oakley would like to reduce the time that it takes the Oakley Police Department to process crimes and crash scenes; and

WHEREAS, the Oakley Police Department has researched and selected the Scan Station Forensic 3-D RTC 360 Laser Scanner System (3-D Scanner), for which Precision Survey Supply (PSS) is a sole source vendor/trainer, as the best option to expedite the processing of crime scenes and crash scenes while providing very scientific and compelling evidence; and

WHEREAS, PSS has offered the City of Oakley an 18% discount on the purchase of this 3-D Scanner for a total cost of approximately $100,200; and

WHEREAS, there is sufficient funding available in the City of Oakley Fiscal Year 2021/2022 Budget from the General Fund's Contingency line item budget to cover this cost.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the $100,200 Purchase of a Scan Station Forensic 3-D RTC 360 Laser Scanner System and related training and support from Precision Survey Supply.

PASSED, APPROVED AND ADOPTED this 12th day of April 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Randy Pope, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

Precision Survey Supply, LLC
8628 Utica Avenue #800
Rancho Cucamonga, CA 91730 US
909-931-4040
sam@precisionsurveysupply.com
www.precisionsurveysupply.com

Estimate

ADDRESS
Sergeant Cartwright Oakley Police Department 3231 Main St. Oakley, CA 94561

SHIP TO
Sergeant Cartwright Oakley Police Department 3231 Main St. Oakley, CA 94561

ESTIMATE #	DATE	
32001	03/01/2022	

SALES REP
SE

ACTIVITY	QTY	RATE	AMOUNT
6012673 Leica RTC360 Laser Scanner Kit 838300 RTC360 Scan Head 817063 GVP730, Transport Container for RTC360 Laser Scanner and Accessories 799191 GEB361 Lithium Ion Battery 799187 GKL341, Charger Prof 5000. Charges up to 4 batteries, including power cable. 842065 RTC360 Flash Drive - 256GB 636767 RTC360 Rain Cover 6013561 1 yr RTC360 Laser Scanner CCP Basic	1	78,336.65	78,336.65
842066 GST80, Lightweight Tripod for RTC360 Laser Scanner	1	2,300.00	2,300.00
864515 Cyclone REGISTER 360 Permanent	1	5,050.00	5,050.00
6012199 Cyclone REGISTER 360 CCP 1yr Includes: - Technical support by telephone and/or email - Software module updates	1	910.00	910.00
914470 Cyclone PUBLISHER Permanent	1	4,050.00	4,050.00
6015916 Cyclone PUBLISHER CCP 1yr. Technical support by telephone/email. Software updates.	1	730.00	730.00
916318 IMS MAP 360 Pro Permanent Edition Includes Core Service CAD Includes Animation Component Includes Point Cloud Edition Service	1	6,700.00	6,700.00

ACTIVITY	QTY	RATE	AMOUNT
6015993 MAP360 Pro CCP - 1 year Technical support by telephone/email Software updates	1	1,480.00	1,480.00
PSS32230 High Definition Scanning External Data Collector MSI Gaming Series laptop Windows Home Edition Intel® Core i7 Processor 11 Generation Intel Core 17 High Res Display 64GB RAM 6 GB Dedicated Nvidia Video Card 2TB SSD NVMe	1	3,399.00	3,399.00
PSS32215 On-Site Forensic Training Accepted By: Signature: 4 days total at customer site. Forensic training manuals provided to attendees. Maximum class size of 8. Equipment, computers and facilities provided by customer. Travel and expenses of the trainer included.	1	9,408.00	9,408.00

Does not include applicable taxes or shipping charges. Thank you!

SUBTOTAL	112,363.65
DISCOUNT 18%	-20,225.46
TOTAL	**$92,138.19**

Accepted By

Accepted Date

- when it has to be right

Leica Geosystems

Tuesday, March 1, 2022

Re: Sole Source Letter for Leica Public Safety Group

Oakley Police Department

Please accept this statement confirming Precision Survey Supply is an authorized Leica Geosystems Public Safety distributor for the state of California. PSS is the only distributor that offers ACTAR training as well as certified MAP360 training Leica laser scanner systems is the only 3D laser scanning systems available which works, day or night, long range, and eye safe. Defeats “The CSI effect”. Preserving the scene exactly the way it was discovered. Enables prosecutors to place the jury into the scene.

Leica Geosystems operates a Segment base distribution model for the US. Our network of distributors is based on the company’s background and expertise. Leica represents and warrants that the Distributor, under this Agreement will be performed in a professional manner with reasonable skill, care and diligence, all in accordance with prudent Forensic practices. PSS has historically offered additional unique aspects in relation to Leica equipment:

• PSS provides 24-hour, lifetime operational support for all products they sell
• PSS provides a unique training program that encompasses not only equipment use, but also aspects of crime and crash scene reconstruction.

Please contact PSS for information regarding these sole source aspects of their company’s offerings.

Dietrich Evans
Public Safety Group Regional Manager – West
Leica Geosystems, Inc.
Direct: 925 719 0667 | Fax: 925 790 2455

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: April 12, 2022

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

FROM: Ariana Ruiz, Planning Technician

SUBJECT: **Ranchettes at Neroly Design Review (DR 06-21) – Request for Design Review approval of thirteen (13) single-family residential lots within the Ranchettes at Neroly Subdivision 9284; APNs 041-080-001 and -002.**

Summary

This is a public hearing on an application by Cyrus Land Investments, LLC ("Applicant") requesting Design Review (DR 06-21) approval of floors plans, elevations, colors, and materials of 13 single-family residential lots located within Subdivision 9284 known as the "Ranchettes at Neroly". The application also consists of three floor plans, with eight elevations proposed. Proposed homes consist of single-story plans ranging from 2,995 square-feet to 3,365 square-feet of livable area ("Project"). The project site is located at the southeast corner of Oakley Road and Neroly Road. The site is zoned R-20 (Single-Family Residential) District. APNs: 041-080-001 and -002.

Background

General Plan and Zoning

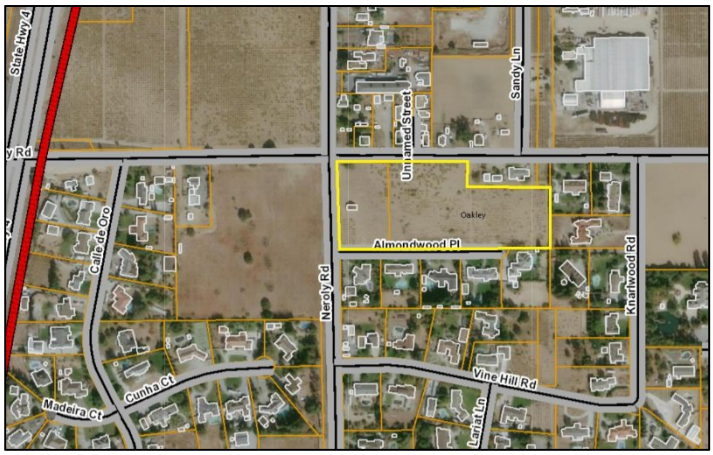
- The General Plan Land Use Designation for the project site is *Residential Low,* as depicted in the Oakley 2020 General Plan Figure 2-2 (Land Use Diagram).
- The project site is zoned R-20 (Single-Family Residential) District.

Existing Conditions and Surrounding Land Uses

The approximately 7.14-acre project site is located on the south side of Oakley Road, east of Neroly Road, and north of Almondwood Place. The site has recently been graded in association with the approved Tentative Map but is otherwise currently undeveloped.

The project site consists of two parcels directly adjacent to one another. These parcels are located at the southeast corner of Oakley Road and Neroly Road.

Figure 1 - Aerial View of Project Site



Properties located to the west, east, and south are zoned R-40 (Single-Family Residential) District. The site directly to the west is currently undeveloped. The parcels to the south and east contain existing single-family residences.

To the north of the project site, following Oakley Road, the parcels are zoned for Light Industrial District. These parcels currently contain light industrial uses, legal non-conforming single-family residences, and vineyards. Figure 1 (above) shows an aerial view of the site from the Contra Costa County GIS website (https://ccmap.cccounty.us).

Project Description

Background

In 2012, a Vesting Tentative Map that resulted in a 7-lot subdivision (9284) was approved. A Variance was also approved for a lot that did not meet the minimum lot area. In 2018, the vesting Tentative Map was revised. The City Council approved the request for a General Plan Amendment to amend the land use designation from single-family residential very low to low density. This application also requested a rezone of the parcels from R-40 District to R-20 District and approval of a Tentative Map to subdivide the property to a total of thirteen (13) lots. At the time of approval, the design review was deferred to a later date.

This resolution also approved Conditions of Approval which are requested to be modified through the current application for approval of this Design Review. These conditions are highlighted later in this report.

Design Review

Per Oakley Municipal Code 9.1.1604, Design Review shall be required in any residential, commercial, industrial or public and semi-public zoning district for any permitted or conditionally permitted establishment of use on a property that is not already developed with full frontage improvements and on-site improvements, for new above ground buildings or structures, whether intended to be permanent or temporary, for house plans, elevations and landscaping for any custom home or residential subdivision.

Floor Plans and Architecture

In compliance with the approved resolution, all thirteen (13) homes have been proposed as single-story. Figure 3 below shows the coversheet provided of the Applicant's plans

which depict each elevation type. Each floor plan includes garage space to store up to three cars. Plans 1 and 2 contain front-facing garages and Plan 3 contains a 2-car garage front facing the street with a side loaded single-car garage. Figure 2 below shows the coversheet provided of the Applicant's plans which depict each elevation type.

Figure 2 - Ranchettes at Neroly Streetscape of Front Elevations



The proposed floor plans range from 2,995 square-feet to 3,316 square-feet. Although each floor plan differs from one another, each have a total of four (4) bedrooms, three (3) baths, kitchen, dining room, and capacity for a gathering room. Each plan includes a covered patio at the rear of the home. For lots containing a larger side yard setback, a side yard lanai has also been proposed, expanding the building footprint.

The four proposed architectural styles shared across the plans are: French Cottage, Mediterranean, East Bay Modern, and French Pavilion. There are a total of 12 color and material schemes that are used through the thirteen elevations. The Materials and Colors Board notes the proposed roofing tile, multiple colors used for the body of the home, along with stone veneer or brick and the proposed lighting. Each plan uses a variety of architectural elements, such as false shutters, stone and brick veneer, light fixtures. Both window and door trimming are reflected throughout the entirety of the homes. The lanais proposed within the rear and side yards are proposed with wrapped stone or brick veneer.

All plans propose different rooflines between the various architectural styles with French Cottage style using hip-style roofing, Mediterranean utilizing a combination of mansard and hip-styles, and East Bay Modern and French Pavilion implementing gable-style roofing.

Master Plotting Plans

The Master Plotting Plan shows the lots and which home is proposed for each. The Master Plotting Plan also notes the proposed setbacks from property lines and is included within the Applicant's plans. Of the thirteen homes, there are four Plan 1's, four Plan 2's, and five Plan 3's.

Environmental Review

The proposal for the house designs and other design elements of the subdivision falls within the scope of the original subdivision's California of Environmental Quality Act (CEQA) analysis.

Subdivision 9284 was analyzed through an Initial Study and Mitigated Negative Declaration (State Clearing House #: 2018072023). These documents were prepared and dated July 6, 2018 and made available for public comment between the dates July 10th and August 8th of 2018. The City Council adopted the Mitigated Negative Declaration with adoption of Resolution 111-18 for the Tentative Map approval.

Analysis

Design Review

Design Review applications are governed by section 9.1.1604 Design Review of the Oakley Municipal Code. A Design Review application may be granted when the following standards have been met:

a) 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.
b) Architecture, including massing and grouping; facades, entries, and roofs; materials and colors; and screening of trash, loading and service areas, and mechanical equipment.
c) Landscaping and site elements, including general landscape areas; entry and plaza enhancements; parking lot landscaping; walls and fences; and lighting.
d) Streetscapes, including major community entries; highlighted intersections; and district entries.

The proposed plans were also analyzed for consistency with the applicable development regulations in the Oakley Municipal Code and adopted Residential Design Guidelines (“Guidelines”).

Conditions of Approval

Condition #11 from Resolution 111-18 noted the feasibility of hooking up into public sewer should be reevaluated upon submittal of the improvement plans if public sewer was available within 300 feet of the project site. If so, the improvements plans should have included plans to hook into public sewer. At the time the improvement plans were submitted, and to present day, public sewer is not located within 300-feet of the project site, therefore the Applicant has proposed to install septic systems with each lot.

Flag Lot

Resolution 111-18 conditioned the applicant to minimize the flag lot of Lot #12 due to access and safety concerns. The applicant has modified the design of Lots #11, 12, and 13 by consolidating the driveways to comply with East Contra Costa County Fire Protection District and Public Works and Engineering Division. The newly proposed design eliminates the flag lot proposed for Lot #12 as the shared driveway creates a shared access for these lots.

Fencing

The applicant has also proposed to install good neighbor privacy fencing as a part of the project. The wood fencing is proposed at a height of 6' with steel post as required per the Residential Design Guidelines for Estate Lots. Condition #22 of Resolution 111-18 also noted the following:

> "The Applicant shall install a gate at the entrance of Almondwood Place. The design, location, and mechanism for the ongoing maintenance of the gate shall be reviewed and approved by the Community Development Director and City Engineer."

The applicant submitted a detailed gate exhibit showing the constraints with this condition. The ECCCFPD requires automatic gates are placed at least 30' from the path of travel of the adjacent roadway to prevent stacking. Additionally, this would place the gate opening directly in front of the driveway located a neighboring property 2990 Almondwood Place. The Planning Division met with the applicant of the project and discussed the potential removal of this gate. The applicant worked in good faith with property owners along Almondwood Place who would be affected by the removal of this condition. A letter has been provided by a majority of the neighboring properties agreeing to continue the project without installation of a gate. A condition has also been added within the resolution that will make that condition null and void.

Landscaping

Approved resolution requires landscaping within the public right-of-way and front yards. The submitted landscape plan (Attachment #4) highlights drought-tolerant landscaping within these areas, notes two street trees for each lot, and four street trees for corner lots. The proposed landscaping is in compliance with Oakley's Residential Design Guidelines will conform to the Oakley Water Efficient Ordinance (WELO) and Oakley's established Guidelines for Implementation.

General Plan Analysis

The City of Oakley's Residential Design Guidelines promote the use of high-quality materials throughout the entirety of the proposed home. The applicant has proposed four architectural styles. The styles proposed are East Bay Modern, French Cottage, French Pavilion, and Mediterranean. The City of Oakley's Residential Design Guidelines promote the use of high-quality materials throughout the entirety of the proposed home. The guidelines also encourage the change of materials and colors should happen naturally, without turning the corner of the same wall plane. The materials of each are continued until an appropriate break of materials. Exterior light fixtures proposed for each home are also consistent with the architectural style of the home.

This development helps to promote goals and policies outlined within Oakley's General Plan by promoting semi-rural larger lots, and more upscale residential development. Goals as listed within the Land Use Element request new residential developments are

created to preserve existing neighborhoods and to reflect the high quality of life in Oakley. The proposed architecture and siting are designed to integrate with the existing neighborhood along Almondwood Place. These policies reflected within the General Plan's Goal 2.8 Community Character also request future development projects exhibit superior design features. The proposed architectural plans help achieve the goal of exhibiting design excellence, while preserving Oakley's small town and agrarian character.

Policy 2.2.10 requires residences to be located away from areas of excessive noise, smoke, dust, odor, and lighting, and ensure that adequate provisions, including buffers or transitional uses, are made to ensure the health and well-being of existing and future residents. The parcels along Oakley Road, directly across from the Light industrial uses, have implemented a larger setback than required per the zoning district. Although the R-20 District requires a minimum setback of 25', the homes proposed are noted at 25', 35', 36', and 50'. The increased setback for residential development proposed and adjacent to the Light Industrial District will help minimize conflicts.

Fiscal Impact

The approval of this Design Review application will not impact the General Fund. This is a developer-funded account. All Staff time and City of Oakley generated materials related to the processing of this application, including reproduction of physical copies and postage for public hearing notices, are charged to the account.

Findings

Draft findings for the Design Review can be found in the proposed resolution.

Staff Recommendation

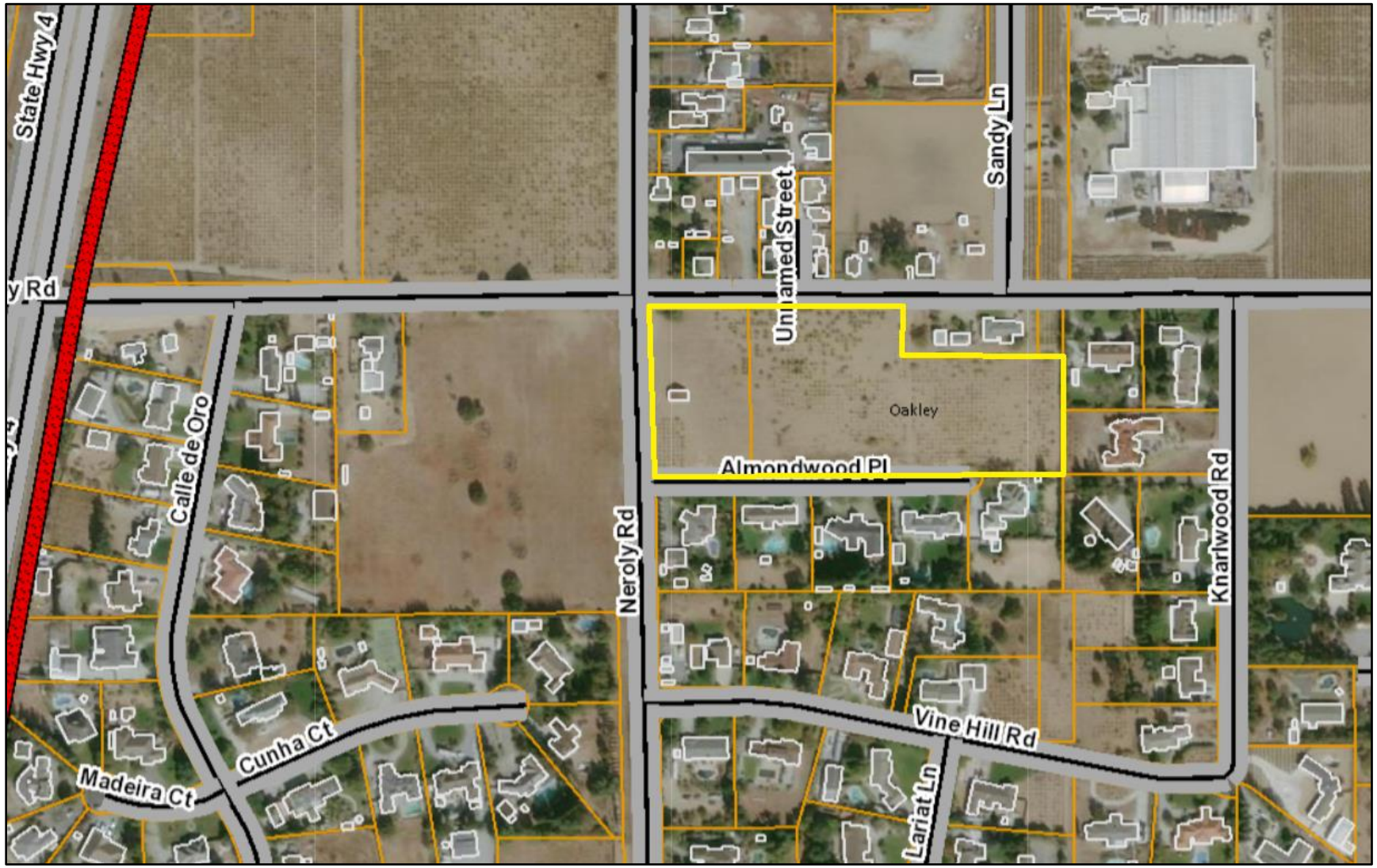
Staff recommends the City Council adopt the resolution approving the "Ranchettes at Neroly Design Review (DR 06-20)", as conditioned.

Attachments

1. Vicinity Map
2. Public Hearing Notice
3. Applicant's Plans
4. Landscape Plans
5. Gate Exhibit
6. Signed Letter dated March 15, 2022
7. Draft Resolution

Vicinity Map

Ranchettes at Neroly Design Review (DR 06-21) APN: 041-080-001 and -002



City of Oakley
3231 Main Street
Oakley, CA 94561
www.oakleyinfo.com

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **April 12, 2022,** 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 item as described below:

Project Name: The Ranchettes at Neroly Design Review (DR 06-21).

Project Location: Southeast Corner of Oakley Road and Neroly Road, Oakley, CA 94561. APN's: 041-080-001 and -002.

Applicant: Cyrus Land Investments, LLC, 4021 Port Chicago Hwy, Concord, CA 94520. mbustos@seenohomes.com

Request: This is a public hearing on an application by Cyrus Land Investments, LLC ("Applicant") requesting Design Review (DR 06-21) approval of floors plans, elevations, colors, and materials of 13 single-family residential lots located within Subdivision 9284 known as the "Ranchettes at Neroly". The application also consists of three floor plans, with eight elevations proposed. Proposed homes consist of single-story plans ranging from 2,995 square-feet to 3,365 square-feet of livable area. The project site is located at the southeast corner of Oakley Road and Neroly Road. The site is zoned R-20 (Single-Family Residential) District. APN's: 041-080-001 and -002.

How to Review: The Staff Report and its attachments will be available for public review, on or before **April 7, 2022** 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 **April 12, 2022** agenda. (Note: City Hall is closed on the 1st and 3rd Fridays of each month). Interested persons are invited to submit written comments prior to 5:00 P.M. the day of, and may testify at, the public hearing. **Written comments may be submitted to Ariana Ruiz, Planning Technician at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to ruiz@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.



Lot 7



Lot 6



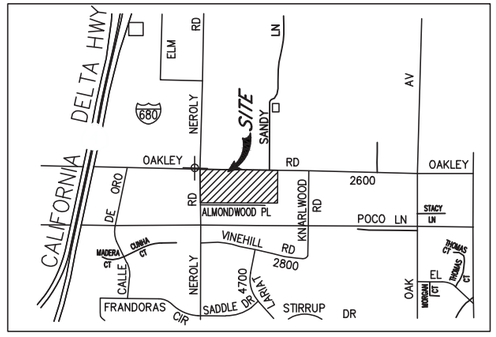
Lot 5



Lot 4

Ranchettes at Neroly

Oakley, CA



Vicinity Map

NOT TO SCALE

SHEET INDEX

A0	COVER SHEET
C.1	MASTER PLOTTING PLAN
A1	PLAN 1 FRONT ELEVATIONS LOTS 8 & 13
A2	PLAN 1 FRONT ELEVATIONS LOTS 2 & 11
A3	PLAN 1 FLOOR PLAN
A3a	PLAN 1 ALT. FLOOR PLAN
A4	PLAN 1 LOT 8 ELEVATIONS
A5	PLAN 1 LOT 13 ELEVATIONS
A6	PLAN 1 LOT 2 ELEVATIONS
A7	PLAN 1 LOT 11 ELEVATIONS
A8	PLAN 2 FRONT ELEVATIONS LOTS 1 & 3
A9	PLAN 2 FRONT ELEVATIONS LOTS 9 & 12
A10	PLAN 2 FLOOR PLAN
A10a	PLAN 2 ALT. FLOOR PLAN
A11	PLAN 2 LOT 1 ELEVATIONS
A12	PLAN 2 LOT 3 ELEVATIONS
A13	PLAN 2 LOT 9 ELEVATIONS
A14	PLAN 2 LOT 12 ELEVATIONS
A15	PLAN 3 FRONT ELEVATIONS LOTS 4, 5 & 10
A16	PLAN 3 FRONT ELEVATIONS LOTS 6 & 7
A17	PLAN 3 FLOOR PLAN
A18	PLAN 3 LOT 4 ELEVATIONS
A19	PLAN 3 LOT 5 ELEVATIONS
A20	PLAN 3 LOT 6 ELEVATIONS
A21	PLAN 3 LOT 7 ELEVATIONS
A22	PLAN 3 LOT 10 ELEVATIONS
A23	COLOR BOARD EXHIBIT
A24	COLOR BOARD SCHEMES
A25	COLOR BOARD SCHEMES

DISCOVERY
DESIGN
GROUP

Cyrus Land Investments LLC

Date REV. 03/23/2022

A0

OAKLEY ROAD

NEROLY ROAD

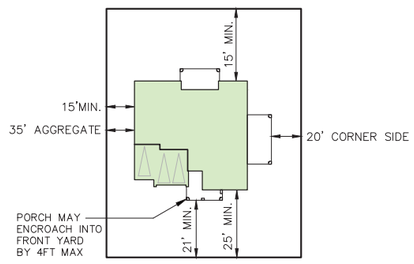
ALMONDWOOD PLACE

1 — LOT COVERAGE: 22%
2 — LOT COVERAGE: 21%
3 — LOT COVERAGE: 22%
4 — LOT COVERAGE: 23%
5 — LOT COVERAGE: 23%
6 — LOT COVERAGE: 23%
7 — LOT COVERAGE: 23%
8 — LOT COVERAGE: 22%
9 — LOT COVERAGE: 22%
10 — LOT COVERAGE: 21%
11 — LOT COVERAGE: 20%
12 — LOT COVERAGE: 19%
13 — LOT COVERAGE: 18%

DISTRIBUTION TABLE

PLAN#	1 SINGLE STORY	1 ALT SINGLE STORY	2 SINGLE STORY	2 ALT SINGLE STORY	3 SINGLE STORY
	65'-2"	65'-2"	68'	68'	58'
COUNT	3	1	3	1	5
PERCENT	23%	8%	23%	8%	38%

GRAND TOTAL HOMES: 13
TOTAL PERCENT: 100.0%



TYPICAL MINIMUM LOT SETBACKS
R-20 ZONING

POTENTIAL LEACH FIELD AREA
SEPTIC TANK

RANCHETTES AT NEROLY
MASTER PLOTTING PLAN

OAKLEY, CA

DISCOVERY DESIGN GROUP

MARCH 7, 2022
SCALE 1"=30'

C.1

M:\LAND DEVELOPMENT\RACHEL BOOTH\JOBS\2019\TS\DWG\MASTER PLOTTING PLAN\2019TS_MPP_DETAILS.DWG



Lot 8
'French Pavilion' - Scheme #8



Lot 13
'French Pavilion' - Scheme #13

MATERIAL LEGEND
FRENCH PAVILION

FLAT CONCRETE TILE ROOFING
HIP & GABLE END ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO & FOAM DECORATIVE TRIM
SIMULATED MASONRY VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

Plan 1
Front Elevations

RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY
DESIGN
GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A1



Lot 2
'East Bay Modern' - Scheme #2



Lot 11
'East Bay Modern' - Scheme #11

MATERIAL LEGEND
EAST BAY MODERN

FLAT CONCRETE TILE ROOFING
HIP & GABLE END ROOFS
STUCCO BODY
STUCCO TRIM
WOOD TRIM
MOCK SHUTTERS
SIMULATED MASONRY VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

Plan 1
Front Elevations

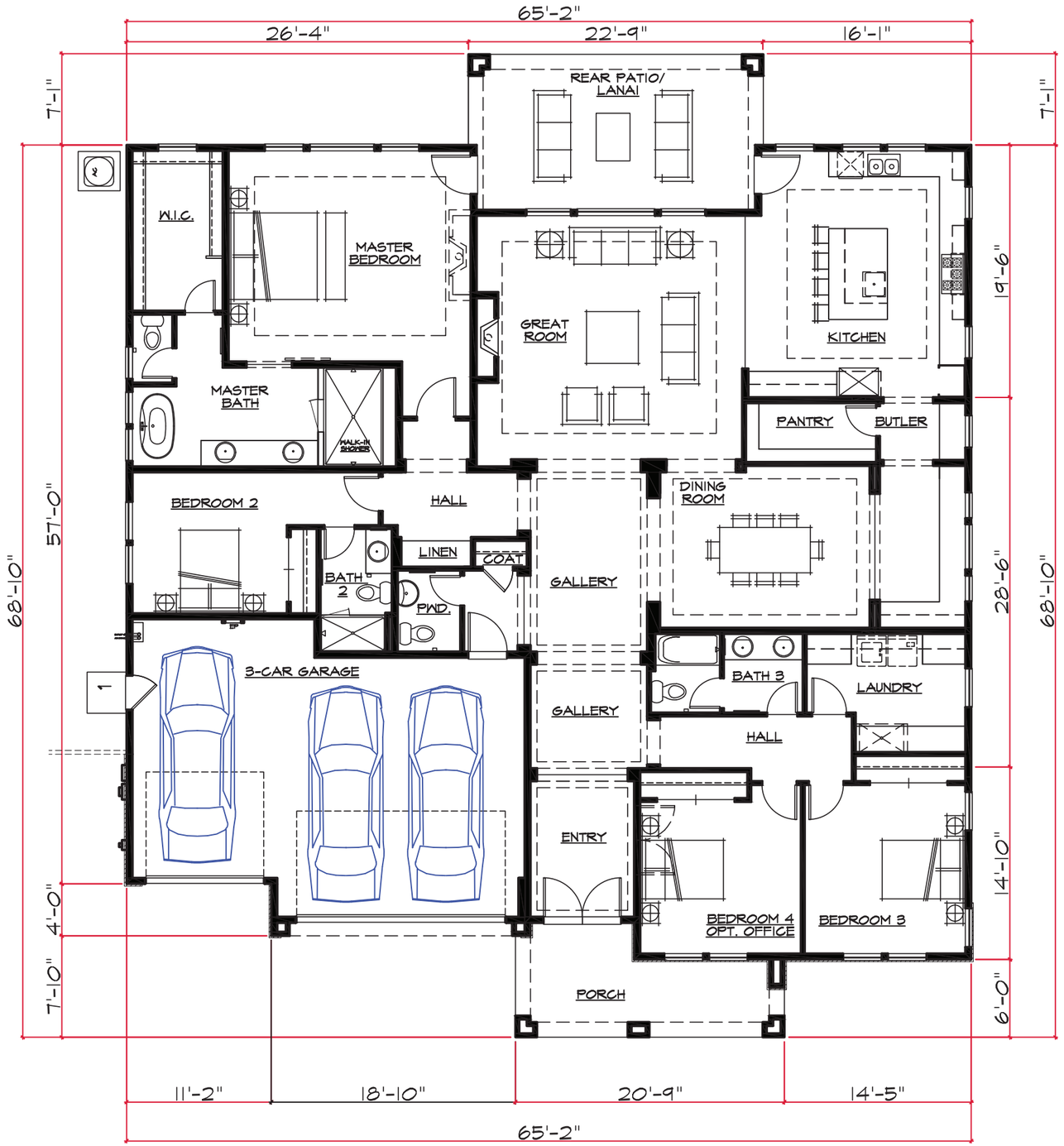
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY
DESIGN
GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A2



Plan 1

SQUARE FOOTAGE	
FLOOR PLAN	3205 SF
TOTAL LIVING AREA	3205 SF

Floor Plan

0 2 4 6 8 16

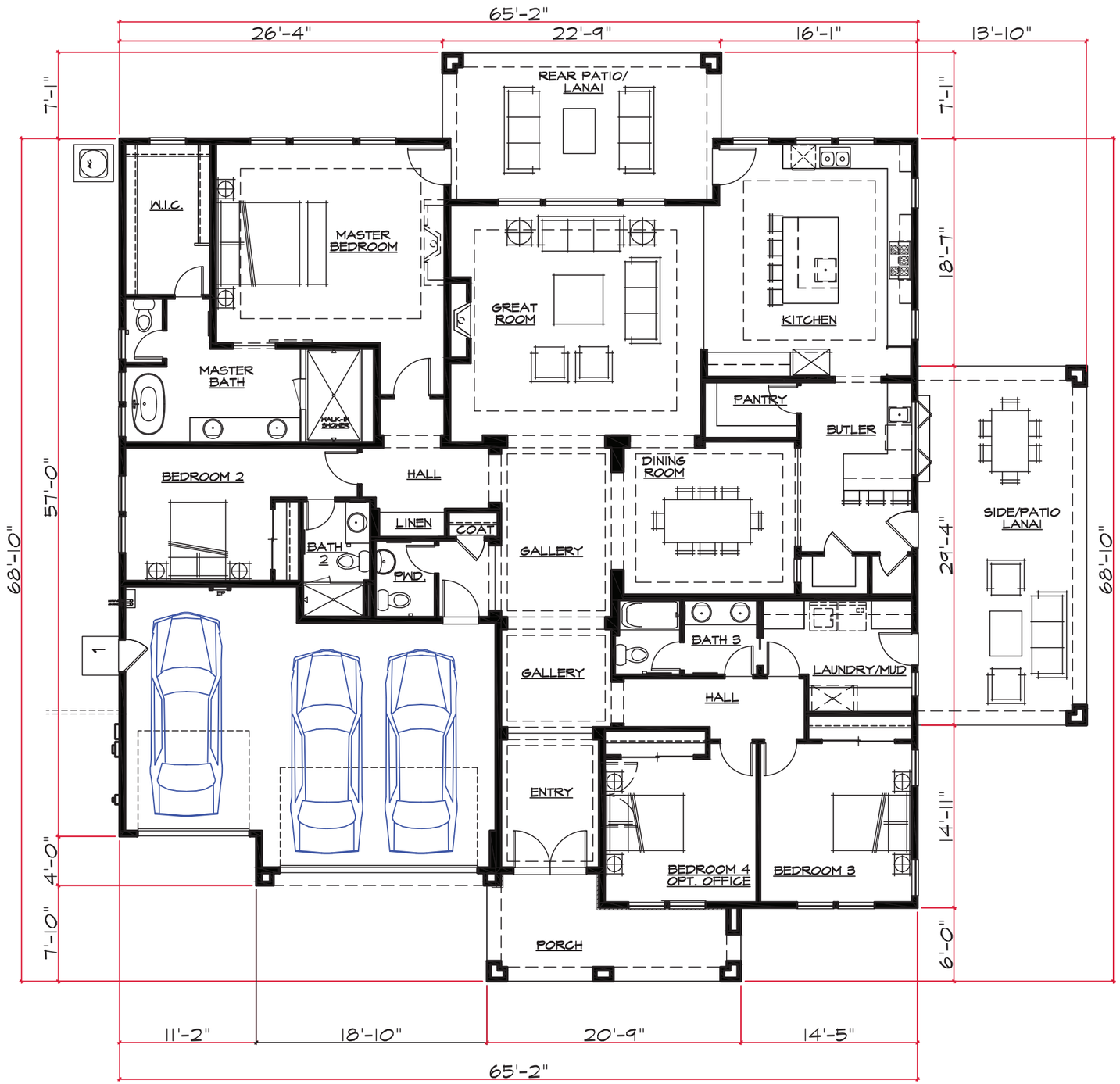
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY
DESIGN
GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A3



Plan 1 Alt.

SQUARE FOOTAGE	
FLOOR PLAN	3205 SF
TOTAL LIVING AREA	3205 SF

Floor Plan Lot 8

0 2 4 6 8 16

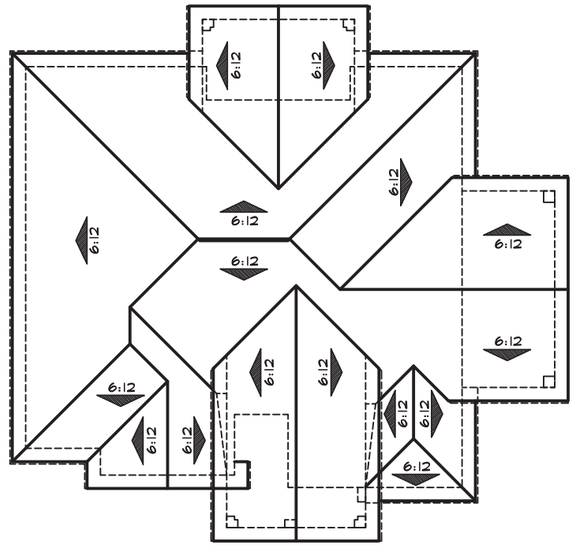
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY DESIGN GROUP

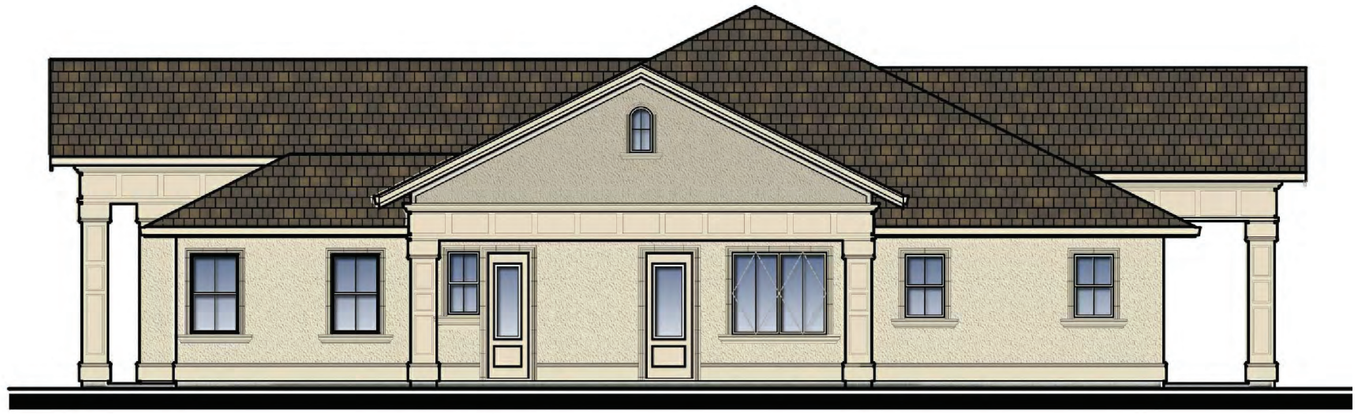
Cyrus Land Investments LLC
Date REV. 03/23/2022

A3a



Roof Plan

0 2 4 6 8 16



Right



Rear



Left

Plan 1 ALT. Lot 8
'French Pavilion' - Elevations

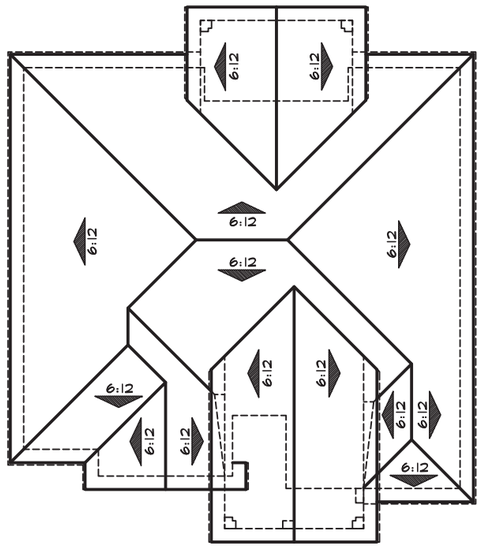
0 2 4 6 8 16

RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A4



Roof Plan



Right



Rear



Left

Plan 1 Lot 13
'French Pavilion' - Elevations

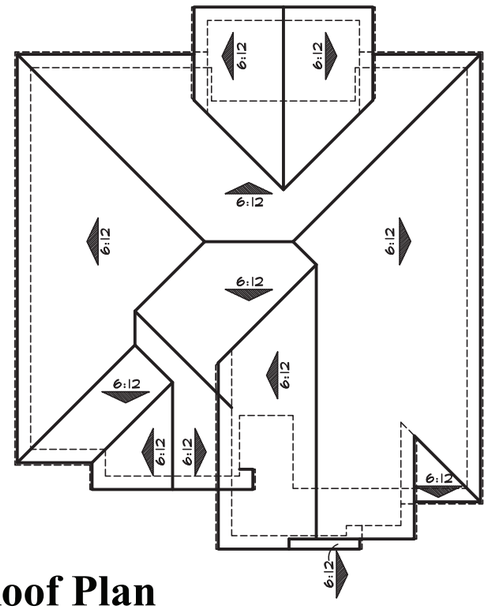
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RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A5



Roof Plan



Right



Rear



Left

Plan 1 Lot 2
'East Bay Modern' - Elevations

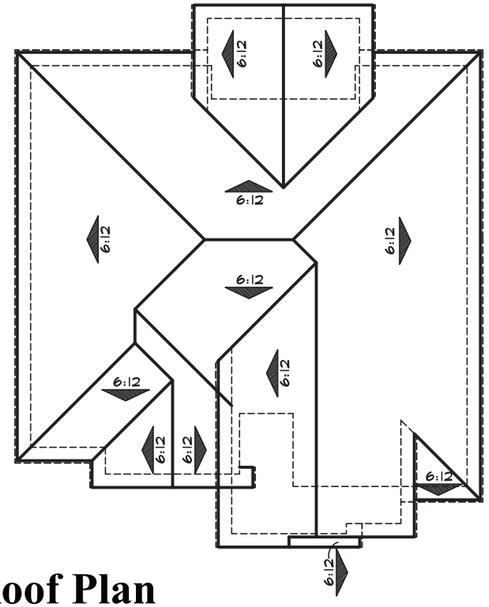
0 2 4 6 8 16

RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A6



Roof Plan



Right



Rear



Left

Plan 1 Lot 11
'East Bay Modern' - Elevations

0 2 4 6 8 16

RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A7



Lot 1
'East Bay Modern' - Scheme #10



Lot 3
'French Cottage' - Scheme #3

MATERIAL LEGEND EAST BAY MODERN

- FLAT CONCRETE TILE ROOFING
- HIP & GABLE END ROOFS
- STUCCO BODY
- STUCCO TRIM
- WOOD TRIM
- MOCK SHUTTERS
- SIMULATED MASONRY VENEER
- ROLL-UP GARAGE DOORS W/ WINDOW LITES

MATERIAL LEGEND FRENCH COTTAGE

- FLAT CONCRETE TILE ROOFING
- GABLE END ROOFS
- STUCCO BODY
- STUCCO TRIM
- WOOD TRIM
- MOCK SHUTTERS
- STUCCO & FOAM DECORATIVE TRIM
- SIMULATED MASONRY VENEER
- ROLL-UP GARAGE DOORS W/ WINDOW LITES

Plan 2
Front Elevations

RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A8



Lot 9
'French Cottage' - Scheme #7



Lot 12
'French Cottage' - Scheme #12

MATERIAL LEGEND
FRENCH COTTAGE

FLAT CONCRETE TILE ROOFING
GABLE END ROOFS
STUCCO BODY
STUCCO TRIM
WOOD TRIM
MOCK SHUTTERS
STUCCO & FOAM DECORATIVE TRIM
SIMULATED MASONRY VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

Plan 2
Front Elevations

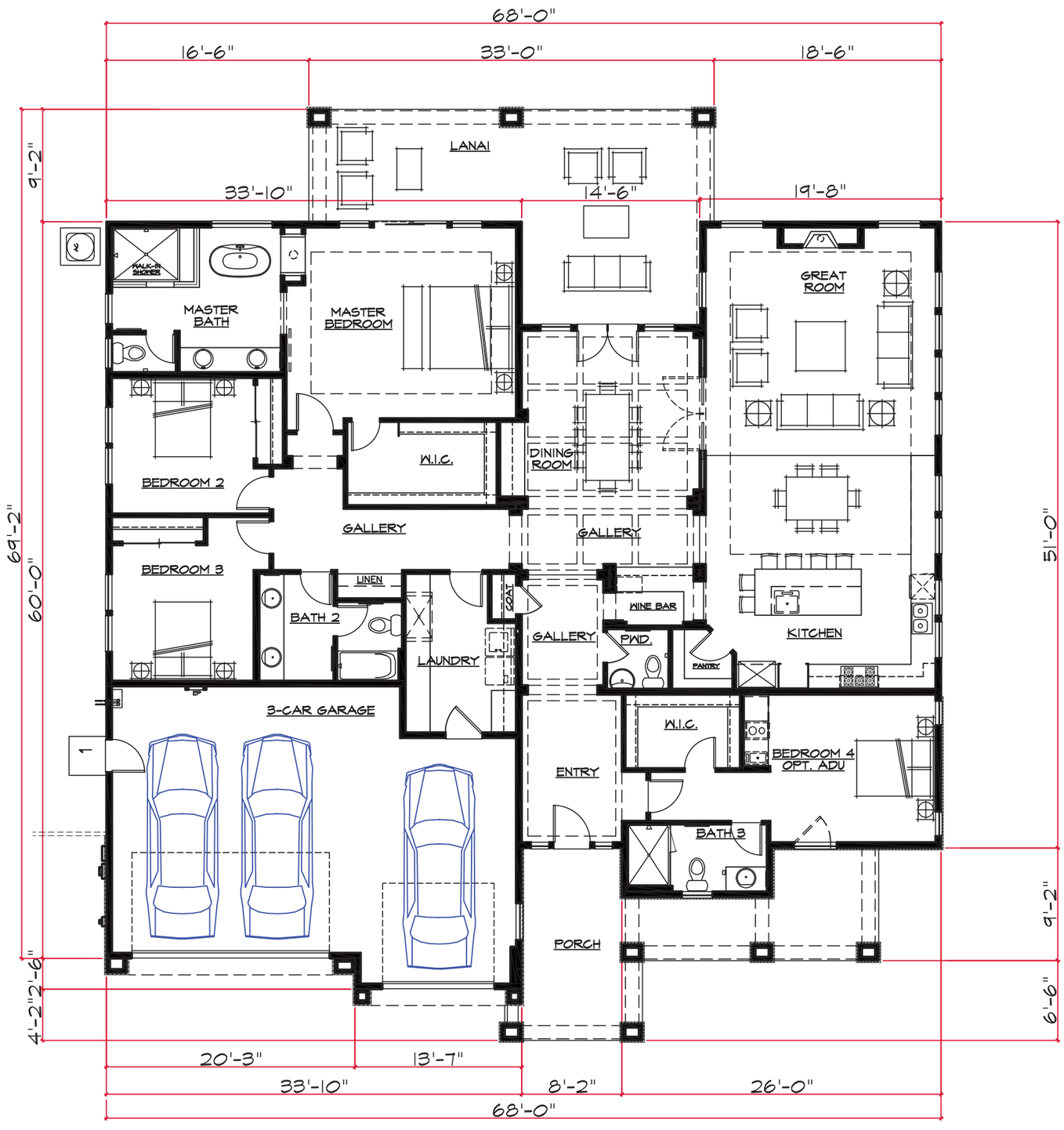
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY
DESIGN
GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A9



Plan 2

SQUARE FOOTAGE	
FLOOR PLAN	2995 SF
TOTAL LIVING AREA	2995 SF

Floor Plan

0 2 4 6 8 16

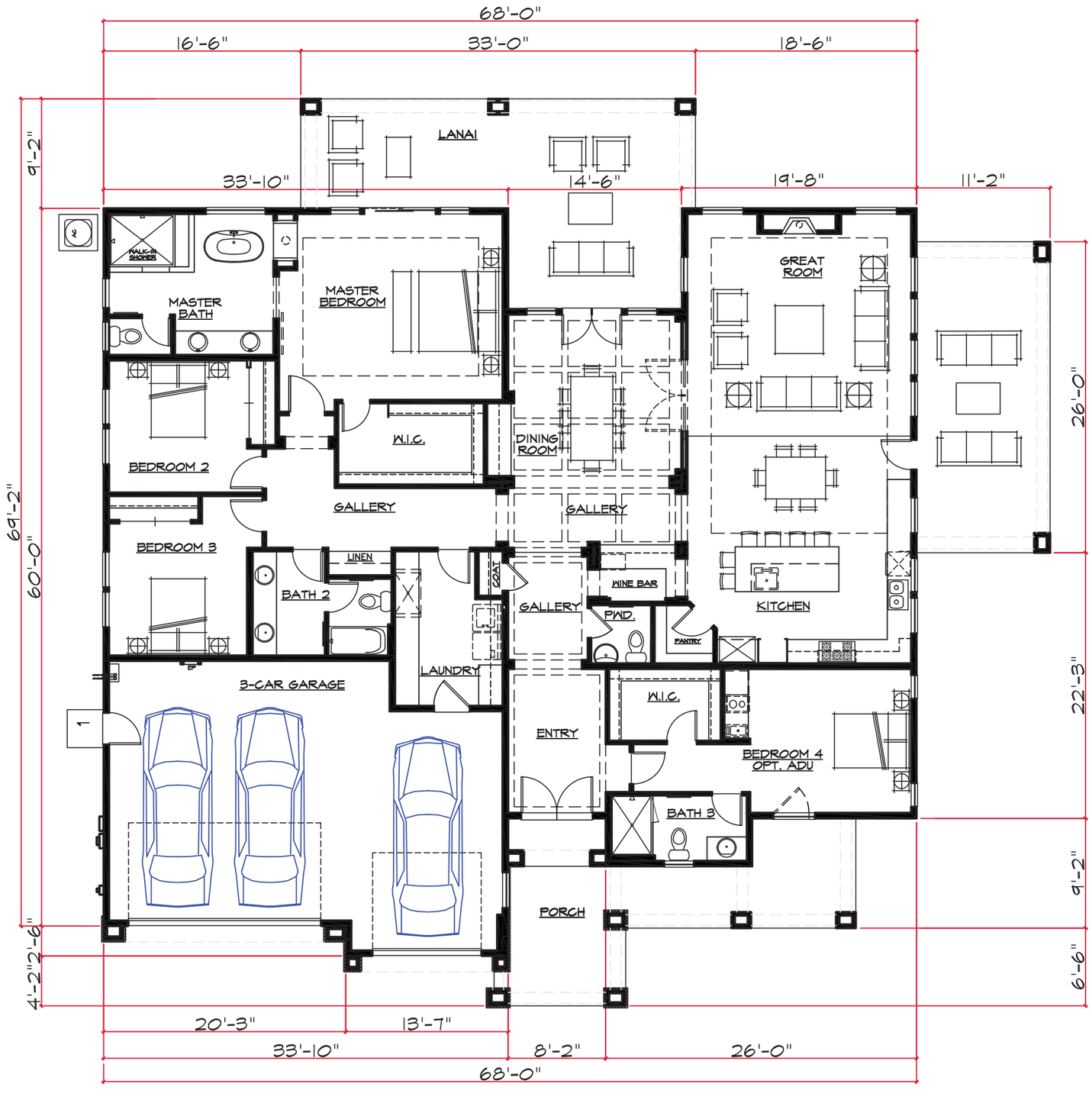
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A10



Plan 2 Alt.

SQUARE FOOTAGE	
FLOOR PLAN	2995 SF
TOTAL LIVING AREA	2995 SF

Floor Plan Lot 9

0 2 4 6 8 16

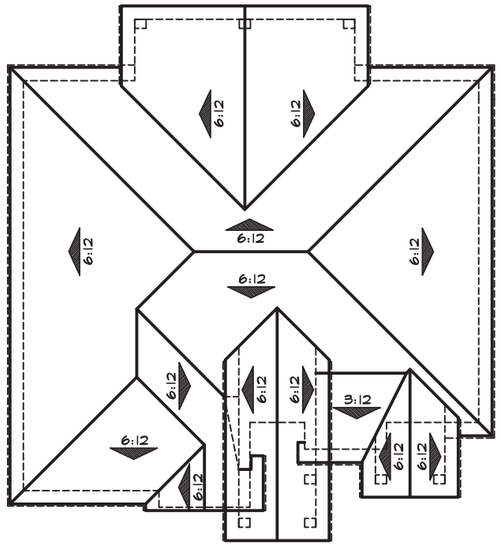
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A10a



Roof Plan 'A'



Right



Rear



Left

Plan 2 Lot 1
'East Bay Modern' - Elevations

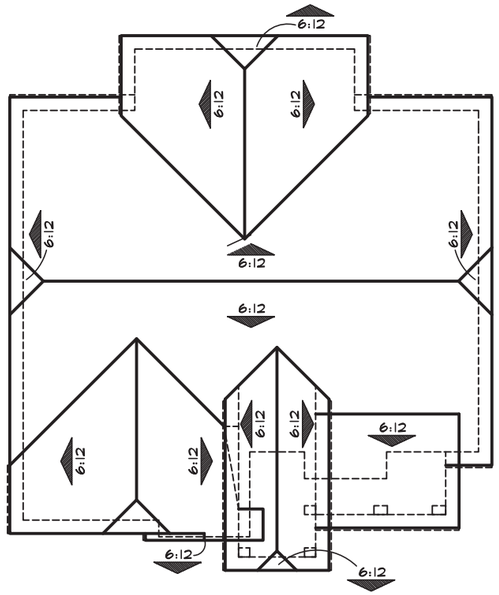
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RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

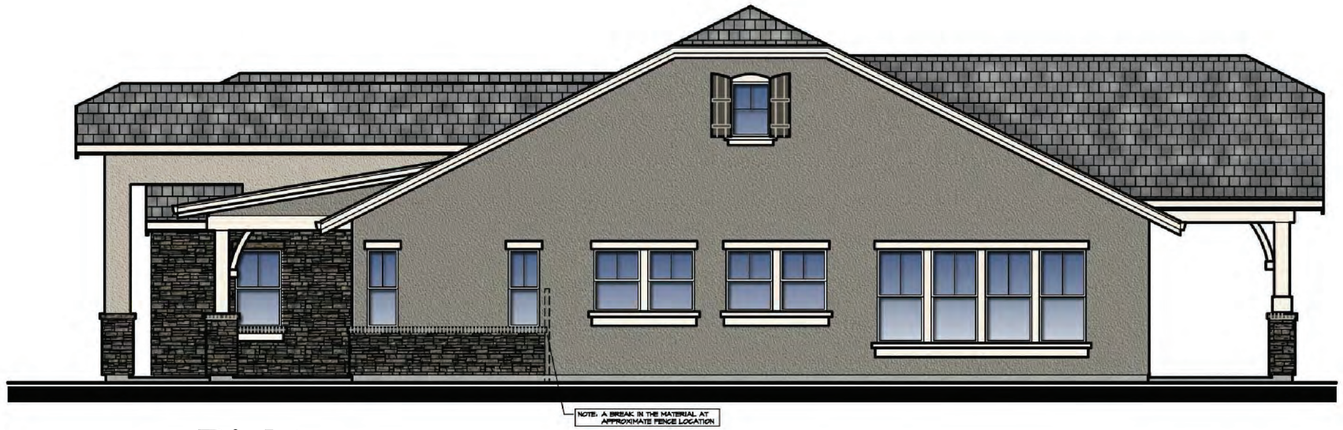
Cyrus Land Investments LLC
Date REV. 03/23/2022

A11



Roof Plan 'B'

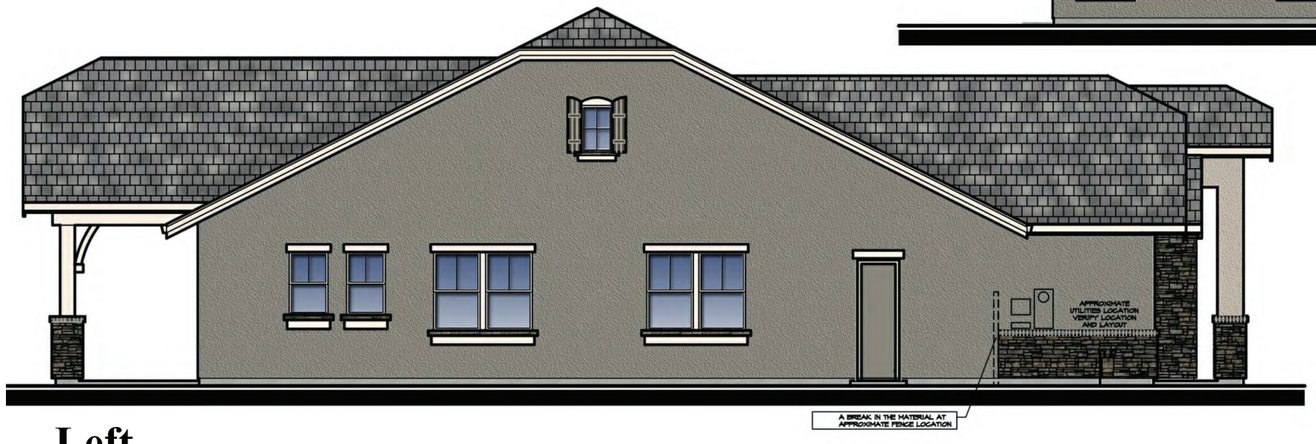
0 2 4 6 8 16



Right



Rear



Left

Plan 2 Lot 3
'French Cottage' - Elevations

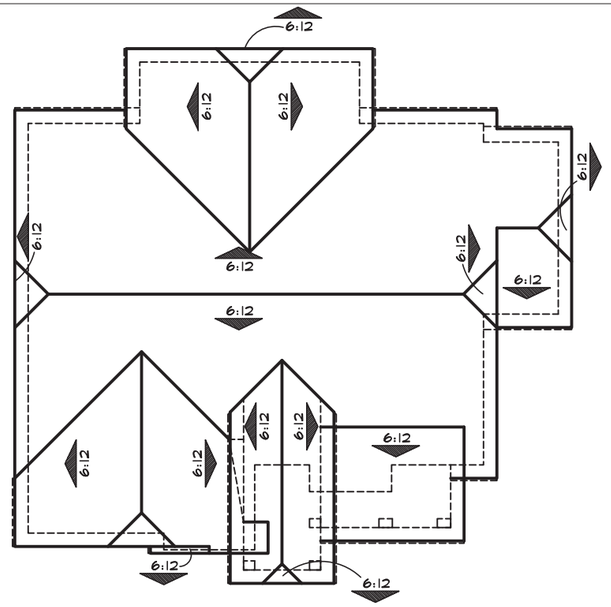
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RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

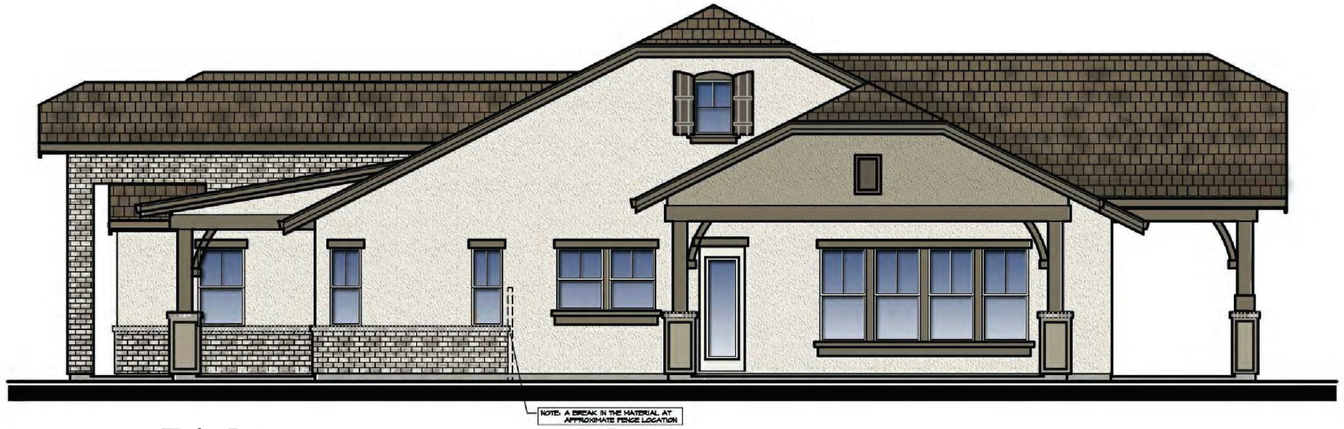
Cyrus Land Investments LLC
Date REV. 03/23/2022

A12



Roof Plan 'B'

0 2 4 6 8 16



Right



Rear



Left

Plan 2 Lot 9
'French Cottage' - Elevations

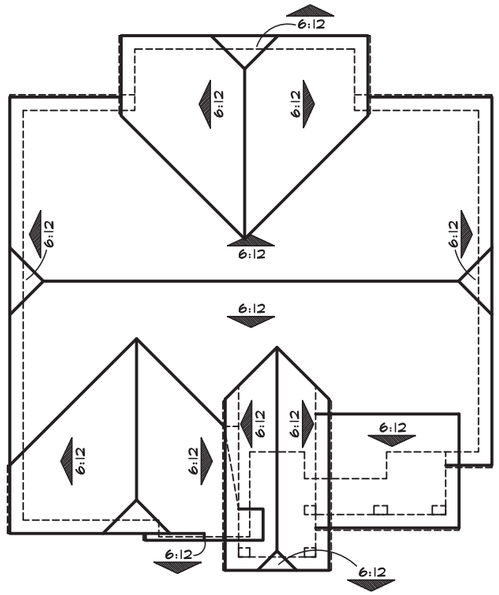
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RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A13



Roof Plan 'B'



Right



Rear



Left

Plan 2 Lot 12
'French Cottage' - Elevations

0 2 4 6 8 16

RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A14



MATERIAL LEGEND
FRENCH PAVILION

FLAT CONCRETE TILE ROOFING
HIP & GABLE END ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO & FOAM DECORATIVE TRIM
SIMULATED MASONRY VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

Lot 4
'French Pavilion' - Scheme #4



MATERIAL LEGEND
EAST BAY MODERN

FLAT CONCRETE TILE ROOFING
HIP & GABLE END ROOFS
STUCCO BODY
STUCCO TRIM
WOOD TRIM
MOCK SHUTTERS
SIMULATED MASONRY VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

Lot 5
'East Bay Modern' - Scheme #5
&
Lot 10
'East Bay Modern' - Scheme #1

Plan 3
Front Elevations

RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY
DESIGN
GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A15



MATERIAL LEGEND
MEDITERRANEAN

VILLA CONCRETE TILE ROOFING
HIP ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO & FOAM DECORATIVE TRIM
SIMULATED MASONRY VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

MATERIAL LEGEND
FRENCH COTTAGE

FLAT CONCRETE TILE ROOFING
GABLE END ROOFS
STUCCO BODY
STUCCO TRIM
WOOD TRIM
MOCK SHUTTERS
STUCCO & FOAM DECORATIVE TRIM
SIMULATED MASONRY VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

Lot 6
'Mediterranean' - Scheme #6



Lot 7
'French Cottage' - Scheme #9

Plan 3
Front Elevations

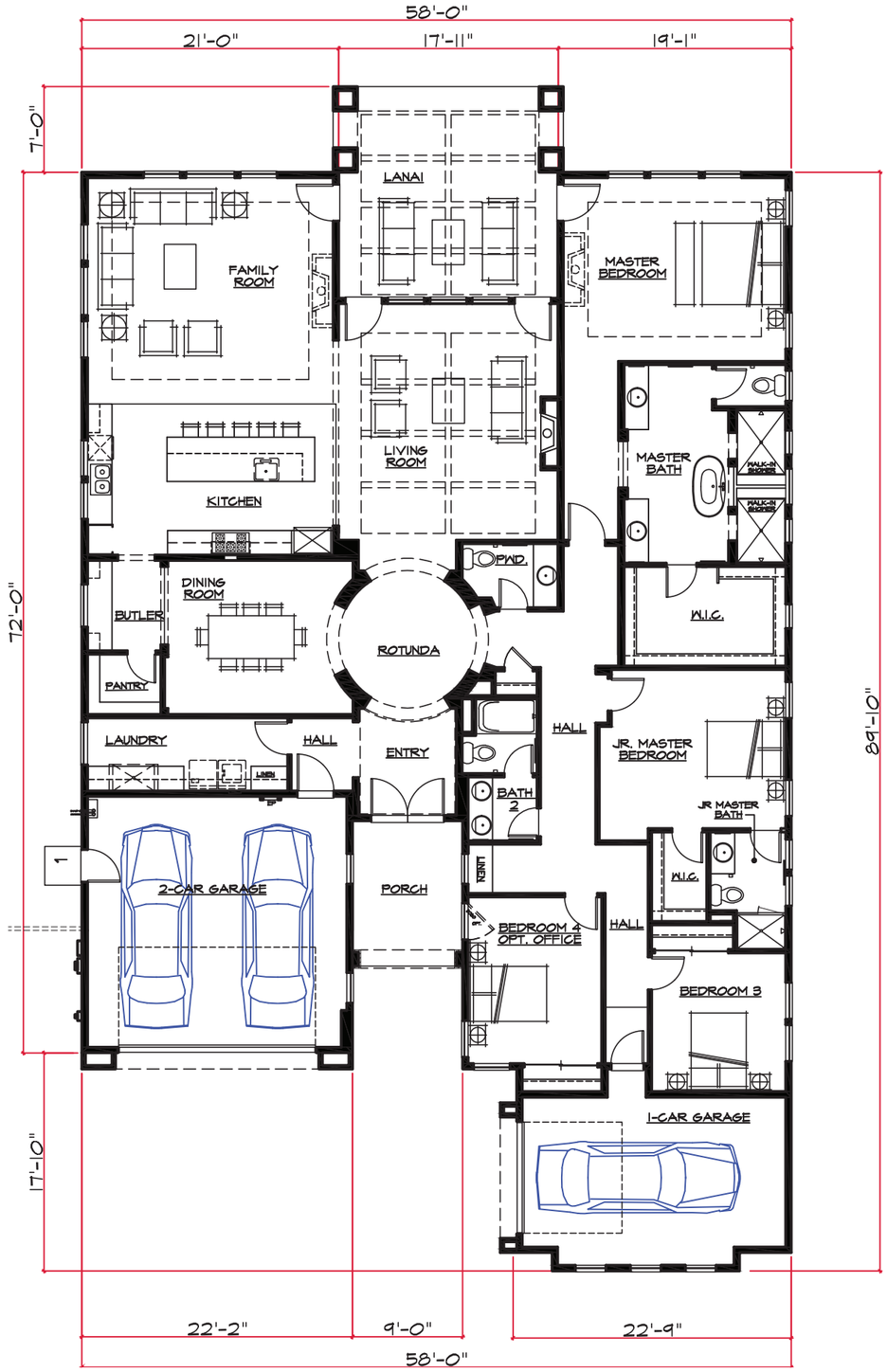
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A16



Plan 3

SQUARE FOOTAGE	
FLOOR PLAN	3365 SF
TOTAL LIVING AREA	3365 SF

Floor Plan

0 2 4 6 8 16

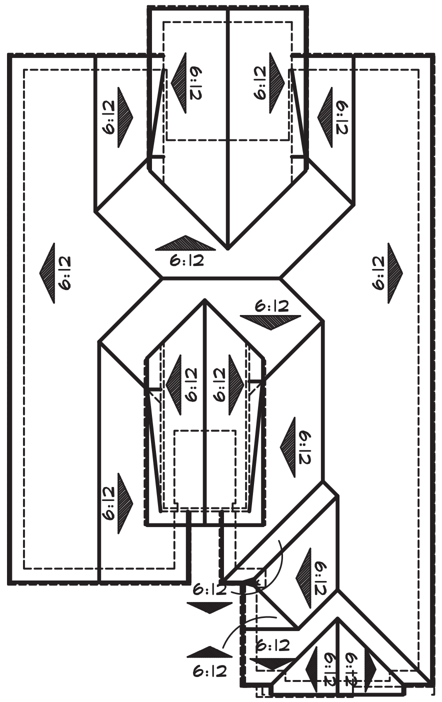
RANCHETTES AT NEROLY

OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A17



Roof Plan

0 2 4 6 8 16



Right





Left

Rear

Plan 3 Lot 4
'French Pavilion' - Elevations

0 2 4 6 8 16

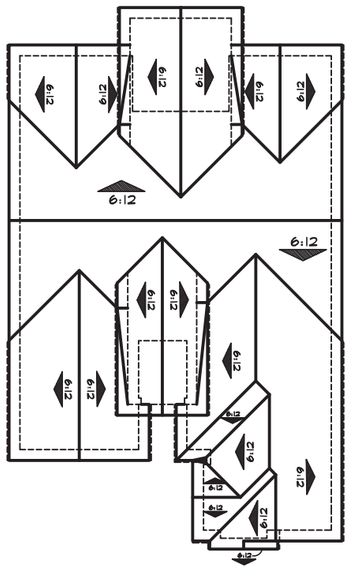
RANCHETTES AT NEROLY

OAKLEY, CA

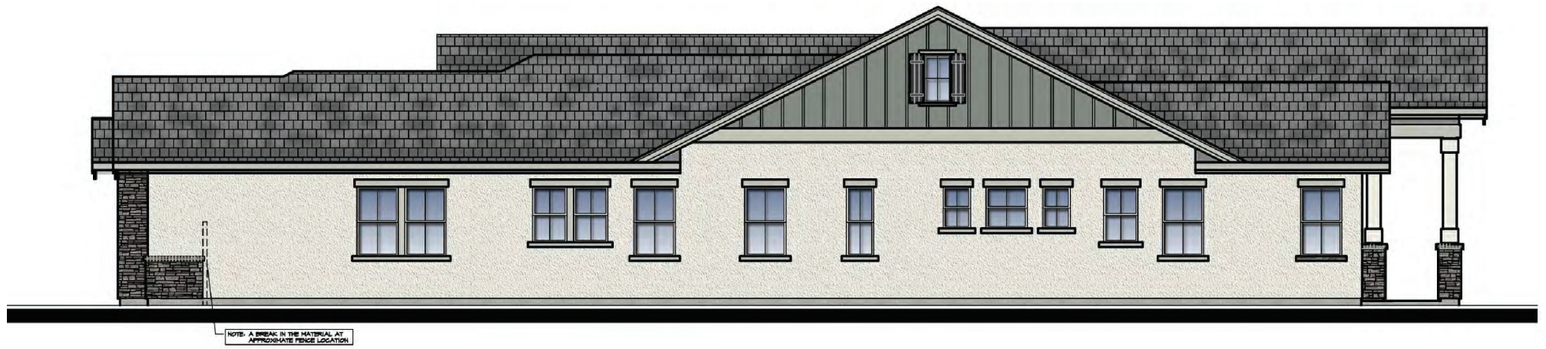
DISCOVERY
DESIGN
GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

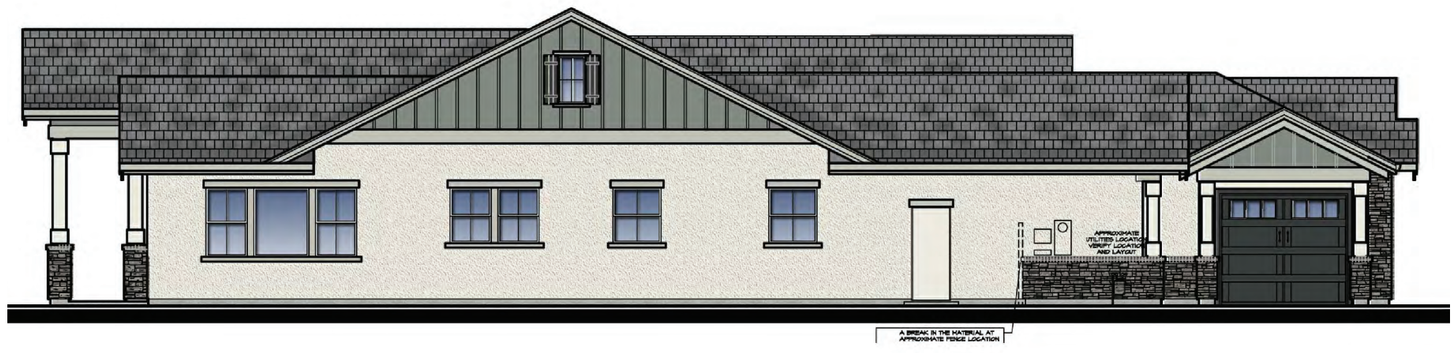
A18



Roof Plan



Right



Left



Rear

Plan 3 Lots 5
'East Bay Modern' - Elevations

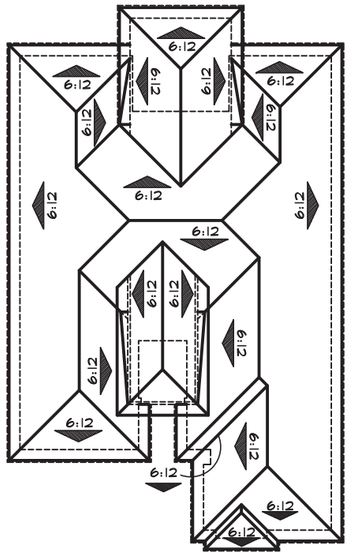
0 2 4 6 8 16

RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A19



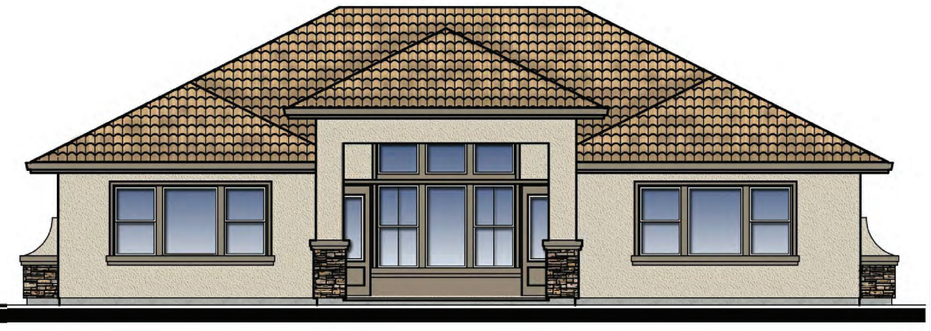
Roof Plan



Right



Left



Rear

Plan 3 Lot 6
'Mediterranean' - Elevations

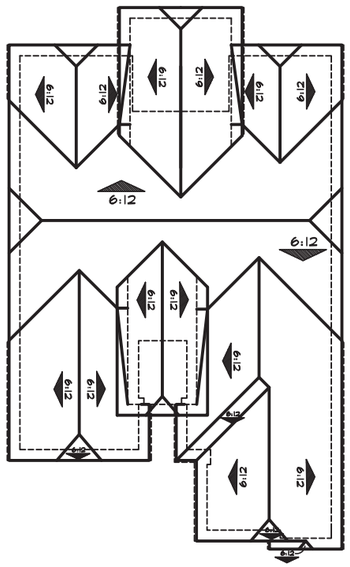
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RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

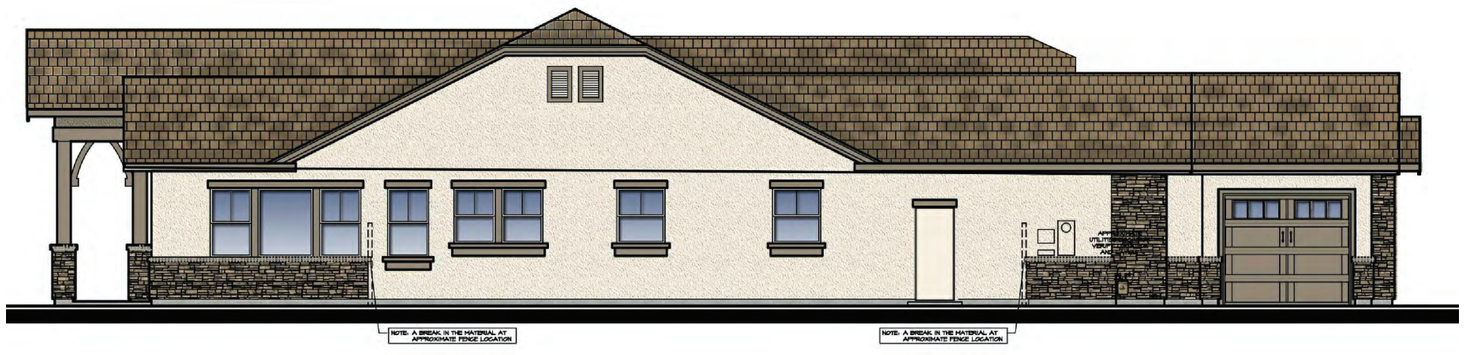
A20



Roof Plan



Right



Left



Rear

Plan 3 Lot 7
'French Cattoage' - Elevations

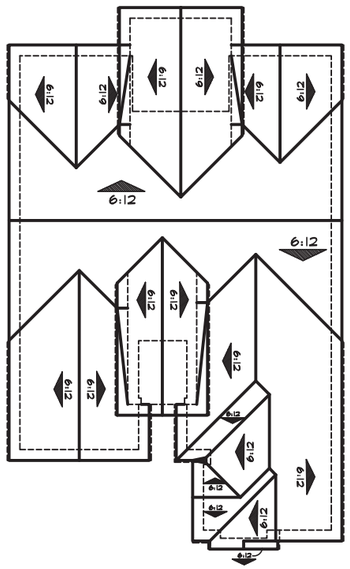
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RANCHETTES AT NEROLY
OAKLEY, CA

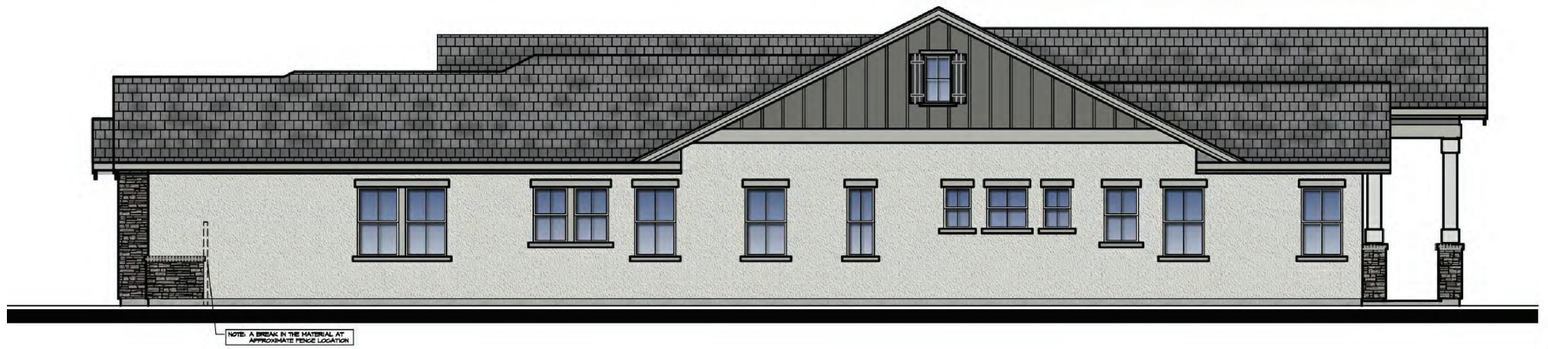
DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

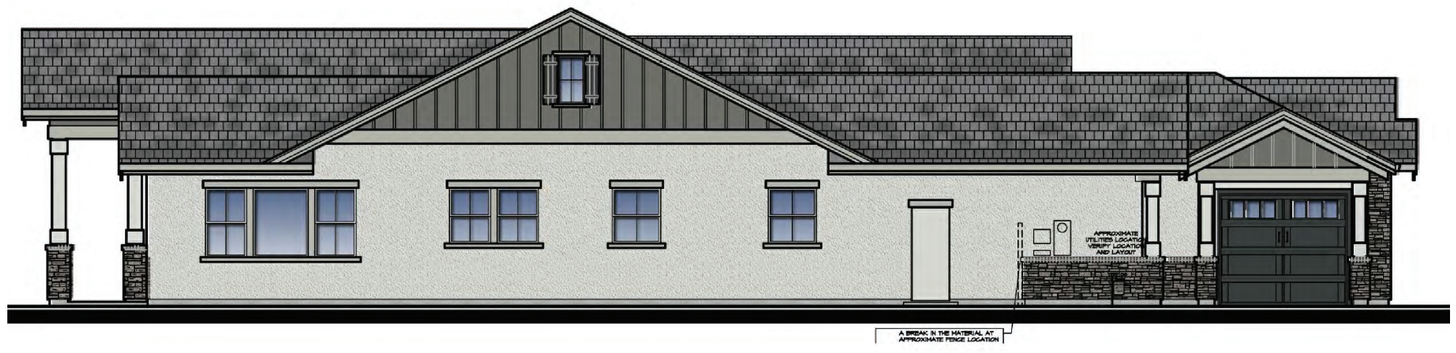
A21



Roof Plan



Right



Left



Rear

Plan 3 Lots 10
'East Bay Modern' - Elevations

0 2 4 6 8 16

RANCHETTES AT NEROLY
OAKLEY, CA

DISCOVERY DESIGN GROUP

Cyrus Land Investments LLC
Date REV. 03/23/2022

A22



LOT 4 PLAN 3 FRENCH PAVILION



LOT 5 PLAN 3 EAST BAY MODERN



LOT 6 PLAN 3 MEDITERRANEAN



LOT 7 PLAN 3 FRENCH COTTAGE



LOT 1 PLAN 2 EAST BAY MODERN



LOT 2 PLAN 1 EAST BAY MODERN



LOT 3 PLAN 2 FRENCH COTTAGE



LOT 10 PLAN 3 EAST BAY MODERN



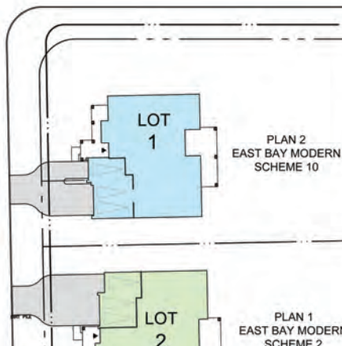
LOT 11 PLAN 1 EAST BAY MODERN



LOT 12 PLAN 2 FRENCH COTTAGE



LOT 13 PLAN 1 FRENCH PAVILION

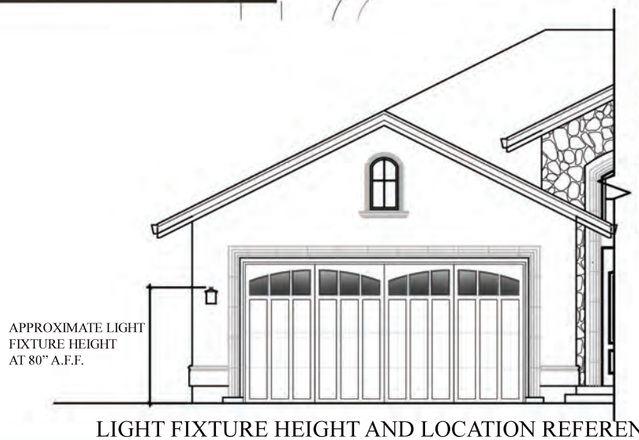




LOT 8 PLAN 1 FRENCH PAVILION



LOT 9 PLAN 2 FRENCH COTTAGE



LIGHT FIXTURE HEIGHT AND LOCATION REFERENCE

RANCHETTES AT NEROLY
COLOR BOARD EXHIBIT

OAKLEY, CA

DISCOVERY
DESIGN
GROUP

OCTOBER 22, 2021

A23

M:\JOBS\DEVELOPMENT\RACHEL BOOTH\DWG\BOOTH DWG\MASTER PLOTTING PLANS\BOOTH_MPP_A4.DWG

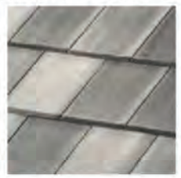
SUBDIVISION: RANCHETTES AT NEROLY

OAKLEY,CA

SCHEME	ROOFING TILE	BODY 1	BODY 2	TRIM & GARAGE DOOR	ACCENT & FRONT DOOR	MASONRY
SCHEME 10 LOT 1 EAST BAY MODERN	1FACS1130 CHARCOAL	KMW43 WHITEST WHITE	KM5827-1 UNION STATION	KM5825 NOT MY FAULT	KMA89-5 BLACK OAK	UMBER CREEK PRO-FIT ALPINE LEDGESTONE
SCHEME 2 LOT 2 EAST BAY MODERN	1FACS1430 CHARCOAL BLEND	KMW46 PICKET FENCE	KM5821-3 SANDPIPER COVE	KM5820-2 ALUMINUM SKY	KM5814-3 KING CREEK FALLS	BLACK MOUNTAIN PRO-FIT ALPINE LEDGESTONE
SCHEME 4 LOT 4 FRENCH PAVILION	1FACSC1430 CHARCOAL BLEND	KM4941 CITY DWELLER	KM4945-3 SECRET PASSAGEWAY	KM4786 FRESH LINEN	407 CARBON	UMBER CREEK PRO-FIT ALPINE LEDGESTONE
SCHEME 6 LOT 6 MEDITERRANEAN	1VICS0024 DESERT SAGE	KMW28 CLAM	KM5784 CREEK BAY	KM5792 STACKED STONE	KM4582 BEAVER PELT	RUSTIC SOUTHERN LEDGESTONE
SCHEME 9 LOT 7 FRENCH COTTAGE	1FACS0024 DESERT SAGE	KMW25-1 VAPOR TRAIL	KM4587-3 SMOKEY TOPAZ	KM4572-2 TUNGSTEN	KMA21-5 TUSCAN OLIVE	CHARDONNAY PRC-FIT ALPINE LEDGESTONE
SCHEME 7 LOT 9 FRENCH COTTAGE	1FACS1132 CHARCOAL BROWN BLEND	46 ACOUSTIC WHITE	KM5771 APPLE HILL	KM5772 PALM LANE	KM4575-5 MUDROOM	OLD EDISTO
SCHEME 12 LOT 12 FRENCH COTTAGE	1FACS0024 DESERT SAGE	49 ANTIQUE WHITE	KM4543-2 COFFEE DIVA	KM4553 BRAUN	KM4747-3 KNOCK ON WOOD	BUCKS COUNTY SOUTHERN LEDGESTONE

SUBDIVISION: RANCHETTES AT NEROLY

OAKLEY,CA

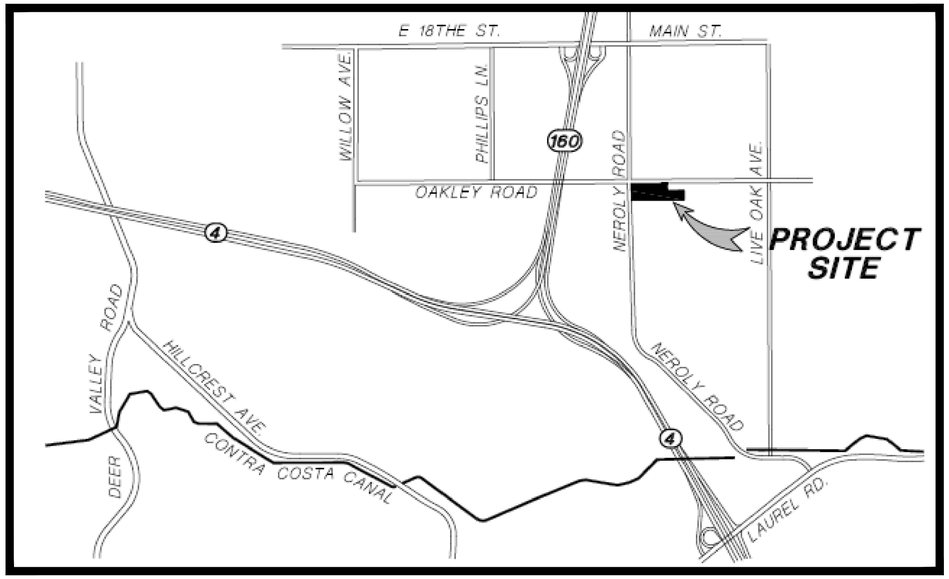
SCHEME	ROOFING TILE	BODY 1	BODY 2	TRIM	ACCENT & FRONT/ GARAGE DOOR	MASONRY
SCHEME 3 LOT 3 FRENCH COTTAGE	1FACS5354 STONE MOUNTAIN BLEND 	KM4943-3 SUBWAY	KM4600-2 AFTERNOON TEA	KMW29-1 KITTEN WHISKERS	KM4939 ARROWHEAD	UMBER CREEK PRO-FIT ALPINE LEDGESTONE 
SCHEME 5 LOT 5 EAST BAY MODERN	1FACS5354 STONE MOUNTAIN BLEND 	KMW49 GREAT WHITE	KM4950-3 METAL FLAKE	KM4948-1 BABY BARN OWL	407 CARBON	BLACK MOUNTAIN PRO-FIT ALPINE LEDGESTONE 
SCHEME 8 LOT 8 FRENCH PAVILION	1FACS1132 CHARCOAL BROWN BLEND 	HLS4201 ADOBE WHITE	KM4704-2 DUSTY TRAIL RIDER	HLS4201 ADOBE WHITE	KMA54 TOPAZ MOUNTAIN	SOLSTICE ANCIENT VILLA LEDGESTONE (WITH WHITE GROUT) 
SCHEME 1 LOT 10 EAST BAY MODERN	1FACS5354 STONE MOUNTAIN BLEND 	KM4947-1 SUBTLE SHADOW	KM4951-3 QUEEN VALLEY	KM4949-1 OLD GREY MARE	407 CARBON	BLACK MOUNTAIN PRO-FIT ALPINE LEDGESTONE 
SCHEME 11 LOT 11 EAST BAY MODERN	1FACS1430 CHARCOAL BLEND 	KM4935-1 SEQUOIA FOG	KM4938 GROUCHY BADGER	KM4926-1 IVORY MIST	KM5748-5 NATURE'S GATE	SUMMIT PEAK PRO-FIT ALPINE LEDGESTONE 
SCHEME 13 LOT 13 FRENCH PAVILION	1FACS1430 CHARCOAL BLEND 	KM4571-1 COBBLESTONE STREET	N/A	KM4786 FRESH LINEN	KM4812-5 JUNGLE COVER	SOLSTICE ANCIENT VILLA LEDGESTONE (WITH WHITE GROUT) 

ROOFING: BORAL CONCRETE TILE OR EQUIVALENT
STONE: BORAL CULTURED STONE/CULTURED BRICK EQUIVALENT
PAINT: KELLY MOORE OR EQUIVALENT

REVISED: 09/23/2021

SUBDIVISION # 9284
THE RANCHETTS AT NEROLY
OAKLEY, CALIFORNIA

FRONT YARD CONSTRUCTION DOCUMENTS
ALBERT D. SEENO CONSTRUCTION CO.



VICINITY MAP

NOT TO SCALE

SHEET INDEX:

L-0	FRONT YARD COVER SHEET
L-1.1	FRONT YARD IRRIGATION PLAN AND IRRIGATION LEGEND
L-1.2	FRONT YARD IRRIGATION PLAN
L-1.3	FRONT YARD IRRIGATION NOTES AND DETAILS
L-1.4	FRONT YARD NOTES AND WELO DOCUMENTATION
L-2.1	FRONT YARD PLANTING PLAN AND PLANT LIST
L-2.2	FRONT YARD PLANTING PLAN
L-2.3	FRONT YARD PLANTING NOTES AND DETAILS

LANDSCAPE CONCEPT STATEMENT:

THE LANDSCAPE DESIGN IS INTENDED TO CONTINUE THE EXISTING COMPOSITION ALONG THE STREET FRONTAGE WITH PLANTING COMPLEMENTARY TO THE ADJACENT PARCELS, PROVIDING AN AESTHETICALLY PLEASING BALANCE, THAT IS BOTH LOW IN WATER-USE AND LOW MAINTENANCE.

APPROVALS:

REVIEWED FOR CONFORMANCE WITH CITY OF OAKLEY STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN. THE CITY OF OAKLEY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.

KEVIN ROHANI: CITY ENGINEER — DATE

JESSE DELA CRUZ: PARKS & LANDSCAPE SUPERINTENDENT — DATE

"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"

09-27-21
RICHARD STOVER: LANDSCAPE ARCHITECT — DATE

REVISIONS
1 CITY COMMENTS 12-13-21
2 DRB COMMENTS 1-3-22
3 CITY COMMENTS 1-20-22

RW Stover & Associates, Inc.
Landscape Architecture
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

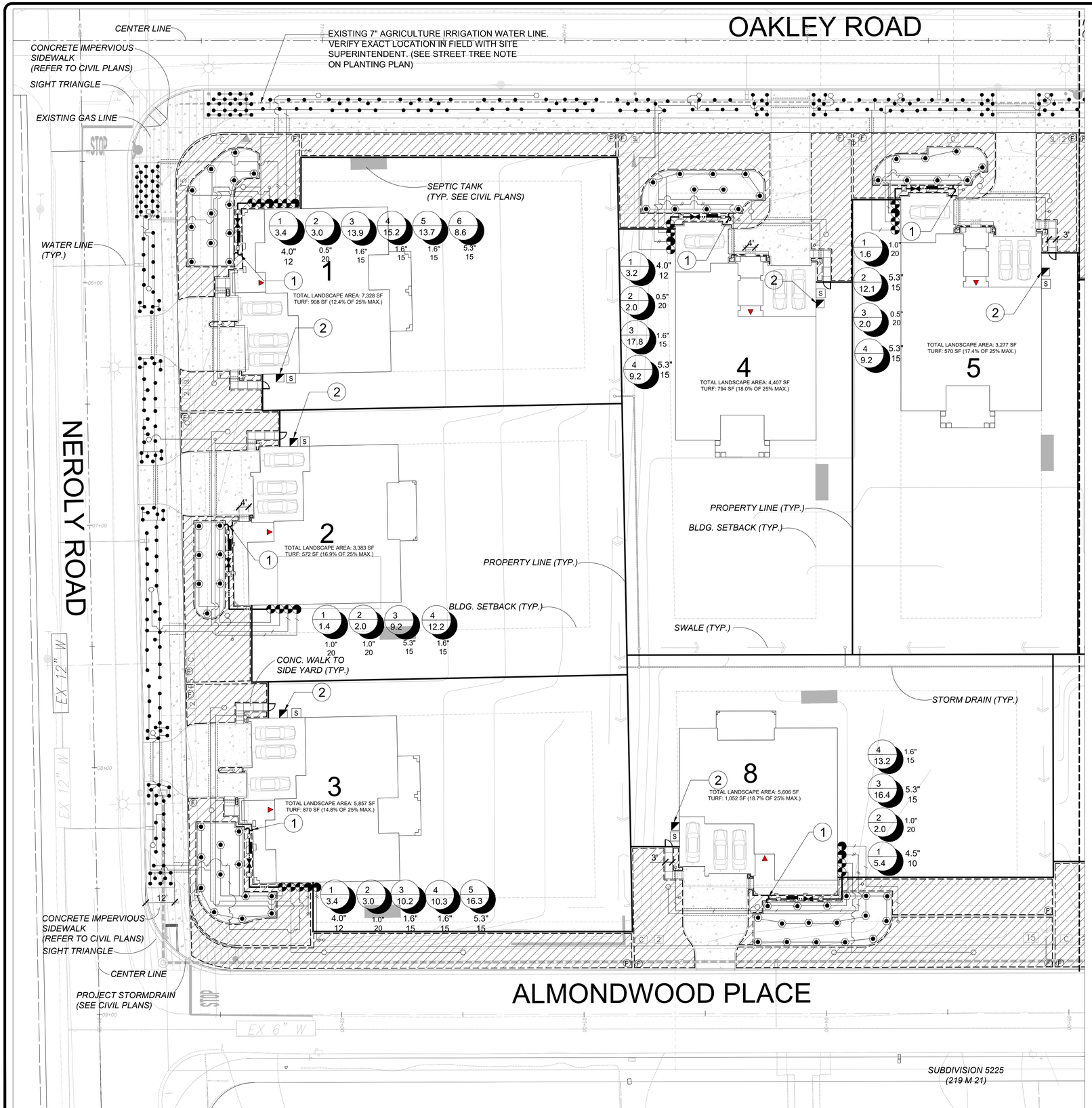
RICHARD STOVER 3017 LANDSCAPE ARCHITECT STATE OF CALIFORNIA Signature Date 09-27-21

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD
COVER SHEET

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE	12-13-21
SCALE	NOTED

SHEET L-0 OF SHEETS



IRRIGATION LEGEND:

- 'HUNTER' XC-600i 6-STATION EXTERIOR WALL-MOUNT CONTROLLER WITH '#WSS-SEN SOLAR-SYNC RECEIVER WIRED TO CONTROLLER
- 'HUNTER' #WSS-SEN 'SOLAR-SYNC' ET WEATHER SENSOR MOUNTED ON HOUSE. EAVELINE FREE OF ANY OVERHEAD OBSTRUCTION
- 'FEBCO' #825Y 3/4" REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY; PROVIDE R-19 INSULATION BAG
- 'RAINBIRD' FS-100-B 1" BRASS FLOW SENSOR WITH SUPERIOR 1" 3100 SERIES NORMALLY CLOSED MASTER CONTROLLER VALVE. FLOW SENSOR SHALL BE WIRED TO CONTROLLER WITH #EV-CAB-SEN COMMUNICATION CABLE INSIDE 1" PVC CONDUIT.
- NEW #WM-NLC-075 MULTI-JET 3/4" LEAD-FREE BRASS WATER SUBMETER
- 'KING BROS' SCHEDULE 80 PVC BALL VALVE; LINE SIZE
- 'RAINBIRD' #PESB-PRS-D SERIES REMOTE CONTROL VALVE,1" SIZE
- 'RAINBIRD' #PESB-PRS-D SERIES REMOTE CONTROL VALVE,1" SIZE; WITH 'AMIAD' FILTER WITH #150 MESH SCREEN
- MAIN LINE: 1-1/4" SCHEDULE 40 PVC PIPE WITH SCHEDULE 40 PVC SOLVENT-WELD FITTINGS; ALL CUTS TO BE SQUARE, PRIMER TO BE USED. PROVIDE 18" (MIN.) COVER
- LATERAL LINE: CLASS 200 PVC PIPE WITH SCHEDULE 40 PVC SOLVENT-WELD 3/4" FITTINGS; SEE PLAN FOR LINE SIZE. ALL CUTS TO BE SQUARE, PRIMER 1" TO BE USED. PROVIDE 12" (MIN.) COVER
- 1-1/4"
- 4" SCHEDULE 40 PVC PIPE SLEEVES UNDER PAVING (6" FOR SHARED PIPES GROUPED IN SLEEVES); PROVIDE 24" (MIN.) COVER BELOW FINISH BASE ROCK GRADE
- XX / 0.00 — CONTROLLER STATION NUMBER / GALLONS PER MINUTE
- 0.00" — PRECIPITATION RATE (INCHES PER HOUR)
- 0.00 — OPERATING PRESSURE (PSI)
- 'RAINBIRD' FLUSH VALVE; #MDCFCAP REMOVABLE FLUSH CAP WITH #MDCFCOUP COUPLING
- 'RAINBIRD' XFD SERIES ON-SURFACE DRIPLINE #XFD-09-18-500 PIPE WITH #LD16STK PLASTIC STAKES (OR EQUAL) AT 36" O.C. EMITTERS AT 18" SPACING, 0.90 GPH FLOW. PROVIDE EASY FIT COMPRESSION FITTINGS AND ADAPTERS PER MANUFACTURER'S SPECIFICATIONS. INSTALL DRIPLINE AT 18" O.C. PER INSTALLATION DETAILS. DO NOT EXCEED 300' IN ANY SINGLE LENGTH OF TUBING.
- 'HUNTER #PROS-04-PRS40-MP1000 90, 360 LAWN 6" POP-UP SPRAY HEAD
- 'RAINBIRD' #1401 FULL CIRCLE BUBBLER (0.25 GPM) ON IPS FLEX PIPE; (1) PER PLANT; SECURE TO GRADE IN PLANT BASIN
- 'RAINBIRD' #1401 FLOOD BUBBLER (0.25 GPM)ON IPS FLEX PIPE; (2) PER PROPOSED TREE; SECURE TO GRADE IN TREE BASIN

(1) POINT-OF-CONNECTION TO WATER SUPPLY: PROVIDE CONNECTION TO DOMESTIC WATER SERVICE WITH COMPRESSION 'TEE' AND ADAPT TO NEW 1-1/4" PVC MAIN LINE; EXTEND TO NEW 3/4" SUBMETER. VERIFY LOCATION WITH PROJECT SUPERINTENDENT IN FIELD. VERIFY A MINIMUM AVAILABLE STATIC WATER PRESSURE OF 70 PSI; IF EXCEEDS 85 PSI INSTALL 'WILKINS' #600 PRESSURE REGULATOR IN 10" ROUND VALVE BOX. VERIFY A MINIMUM AVAILABLE FLOW OF 17.9 GPM.

(2) EXTERIOR WALL-MOUNT CONTROLLER: PROVIDE 120 VOLT POWER WITHIN RIGID CONDUIT FROM SOURCE STUBBED-OUT BY ELECTRICAL CONTRACTOR TO CONTROLLER LOCATION; FINAL LOCATION ON WALL TO BE COORDINATED WITH PROJECT SUPERINTENDENT. ALL ABOVE GRADE CONTROL WIRES SHALL BE CONTAINED WITHIN PVC ELECTRICAL CONDUIT SECURELY FASTENED TO EXTERIOR WALL.

GRAPHIC NOTE:

IRRIGATION PLAN IS A SCHEMATIC REPRESENTATION OF THE DESIGN. ALL IRRIGATION PIPES AND VALVES SHOWN IN PAVING AREAS SHALL BE INSTALLED IN ADJACENT PLANTERS ALONG BACK OF PAVING AS SITE CONSTRAINTS ALLOW. SLEEVE LOCATIONS ARE SHOWN RELATIVE TO RELATED SITE PAVING LOCATIONS.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

REFER TO SHEET L-1.3 TO L-1.4 FOR IRRIGATION NOTES AND DETAILS

REVISIONS
1 CITY COMMENTS 12-13-21
2 DRB COMMENTS 1-3-22
3 CITY COMMENTS 1-20-22

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD
IRRIGATION PLAN

DESIGNED: RS	DRAWN: KD
CHECKED:	JOB NO:
DATE: 12-13-21	
SCALE: NOTED	

SHEET L-1.1
OF SHEETS

OAKLEY ROAD

IMPERVIOUS CONCRETE SIDEWALK (REFER TO CIVIL PLANS)

LANDSCAPE IN THIS AREA NOT A PART OF SCOPE

CONCRETE MOW BAND

LIGHT POLE (TYP.)

LIMIT OF WORK

12'

EX 10" W

EXISTING 7" AGRICULTURE IRRIGATION WATER LINE. VERIFY EXACT LOCATION IN FIELD WITH SITE SUPERINTENDENT. (SEE STREET TREE NOTE ON PLANTING PLAN)

GRAPHIC NOTE:

IRRIGATION PLAN IS A SCHEMATIC REPRESENTATION OF THE DESIGN. ALL IRRIGATION PIPES AND VALVES SHOWN IN PAVING AREAS SHALL BE INSTALLED IN ADJACENT PLANTERS ALONG BACK OF PAVING AS SITE CONSTRAINTS ALLOW. SLEEVE LOCATIONS ARE SHOWN RELATIVE TO RELATED SITE PAVING LOCATIONS.

STERUD (6447 O.R. 541)

STERUD (6447 O.R. 541)

MATCH LINE REFER TO SHEET L-1.1

CONC. WALK TO SIDE YARD (TYP.)

6

TOTAL LANDSCAPE AREA: 4,230 SF
TURF: 745 SF (17.6% OF 25% MAX.)

7

TOTAL LANDSCAPE AREA: 5,439 SF
TURF: 865 SF (15.9% OF 25% MAX.)

SEPTIC TANK (TYP. SEE CIVIL PLANS)

BLDG. SETBACK (TYP.)

PROPERTY LINE (TYP.)

SWALE (TYP.)

STORM DRAIN (TYP.)

9

TOTAL LANDSCAPE AREA: 6,384 SF
TURF: 961 SF (15.0% OF 25% MAX.)

10

TOTAL LANDSCAPE AREA: 6,563 SF
TURF: 1,090 SF (16.6% OF 25% MAX.)

11

TOTAL LANDSCAPE AREA: 6,669 SF
TURF: 1,515 SF (22.7% OF 25% MAX.)

12

TOTAL LANDSCAPE AREA: 1,605 SF
TURF: 400 SF (24.9% OF 25% MAX.)

13

TOTAL LANDSCAPE AREA: 6,478 SF
TURF: 1,156 SF (17.8% OF 25% MAX.)

BUILDING SETBACK (TYPICAL)

PARCEL 'C' (36P/M/24)

WATER LINE (TYP.)

ALMONDWOOD PLACE

EX 6" W

CONCRETE MOW BAND

EXISTING GAS LINE (SEE CIVIL PLANS)

LIMIT OF WORK

SUBDIVISION 5225 (219 M 21)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

REFER TO L-1.1 FOR IRRIGATION LEGEND
REFER TO SHEET L-1.3 TO L-1.4 FOR IRRIGATION NOTES AND DETAILS

REVISIONS

1	CITY COMMENTS	12-13-21
2	DRB COMMENTS	1-3-22
3	CITY COMMENTS	1-20-22
4		
5		
6		
7		

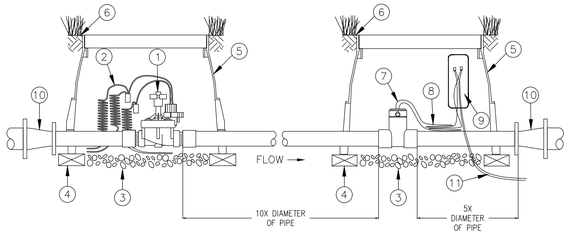
LANDSCAPE ARCHITECT RICHARD D. STOVER 3017 Signature My License Renewal 08/31/2023 STATE OF CALIFORNIA

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD IRRIGATION PLAN

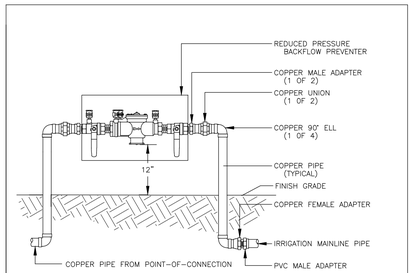
DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE	
12-13-21	
SCALE	
NOTED	

SHEET
L-1.2
OF SHEETS



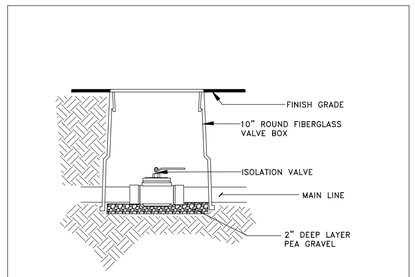
1. MASTER CONTROL VALVE
2. WIRE TO SATELLITE CONTROLLER SPARE STATION (36–INCH LOOP)
3. 3.0–INCH MINIMUM DEPTH OF 3/4–INCH WASHED GRAVEL
4. BRICK (1 OF 4)
5. VALVE BOX WITH COVER – 12–INCH SIZE
6. FINISH GRADE
7. FLOW SENSOR
8. FLOW SENSOR WIRES; LEAVE 36–INCHES OF WIRE IN VALVE BOX
9. PREFORMED SUPER SERVISEAL WATERPROOF WIRE SPLICE KIT
10. CONCENTRIC REDUCER
11. PE–CABLE TO CONTROLLER ASSEMBLY

MASTER CONTROL VALVE AND FLOW SENSOR
N.T.S.

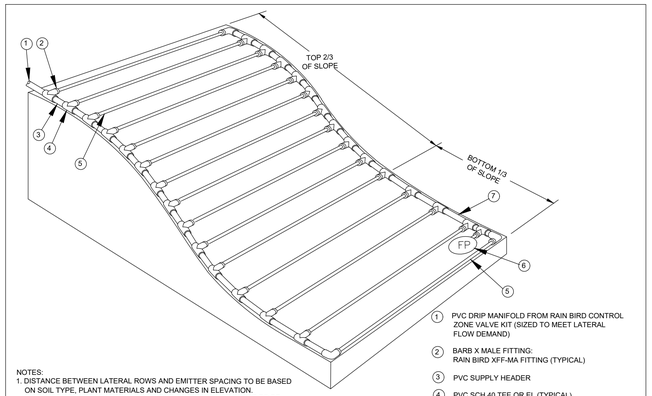


NOTE:
1. INSTALL BACKFLOW PREVENTER AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT. VERIFY LOCAL REQUIREMENTS PRIOR TO INSTALLATION.

RP BACKFLOW PREVENTION DETAIL



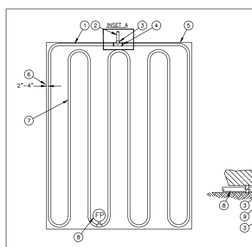
ISOLATION/ BALL VALVE



NOTES:
1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. DISTANCE BETWEEN LATERAL ROWS FOR BOTTOM 1/3 OF SLOPE TO BE SPACED GREATER THAN OPTIMAL ROW DISTANCE SEE RAIN BIRD XFD DRIPLINE INSTALLATION GUIDE FOR SUGGESTED SPACING.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED 200 FEET.
3. WHEN ELEVATION CHANGE EXCEEDS 8 FEET IT IS RECOMMENDED THAT A NEW DRIPLINE ZONE BE CREATED.
4. WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

1. PVC DRIP MANIFOLD FROM RAIN BIRD CONTROL ZONE VALVE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
2. BARB X MALE FITTING: RAIN BIRD XFF–MA FITTING (TYPICAL)
3. PVC SUPPLY HEADER
4. PVC SCH 40 TEE OR EL (TYPICAL)
5. ON–SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE (TYPICAL) POTABLE: XFD DRIPLINE NON–POTABLE: XFDP DRIPLINE
6. FLUSH POINT: SEE RAIN BIRD XFD DETAILS FOR FLUSH POINT INSTALLATION
7. PVC FLUSH HEADER

XFC ON–SURFACE DRIPLINE - SLOPED LAYOUT



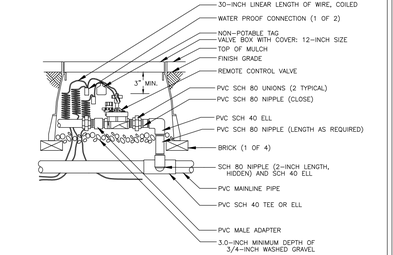
1. PVC EXHAUST HEADER
2. PVC DRIP MANIFOLD FROM RAIN BIRD CONTROL ZONE VALVE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
3. PVC SCH 40 TEE OR EL (TYPICAL)
4. BARB X MALE FITTING: RAIN BIRD XFF–MA FITTING (TYPICAL)
5. PERIMETER OF AREA
6. PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"–4" FROM PERIMETER OF AREA
7. ON–SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE (TYPICAL) NON–POTABLE: XFCV DRIPLINE
8. FLUSH POINT (TYPICAL) SEE RAIN BIRD DETAIL "XFCV FLUSH POINT"
9. PVC SCH 40 RISER PIPE

NOTES:
1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON RAIN BIRD WEB SITE (WWW.RAINBIRD.COM) FOR SUGGESTED SPACING.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
3. WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

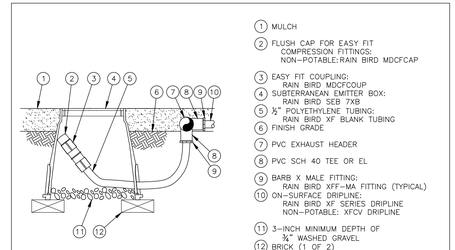
XFCV Dripline Maximum Lateral Lengths (Feet)

	12" Spacing		18" Spacing	
Inlet Pressure psi	Nominal Flow (gph)	Nominal Flow (gph)	Nominal Flow (gph)	Nominal Flow (gph)
	0.5	0.9	0.6	0.9
20	192	136	254	215
30	289	205	402	337
40	350	248	496	416
50	397	281	573	477
60	436	309	637	529

XFD ON–SURFACE DRIPLINE QUICK LAYOUT
N.T.S. 02–18–2013
CD.IRRIGATION.1–20–22

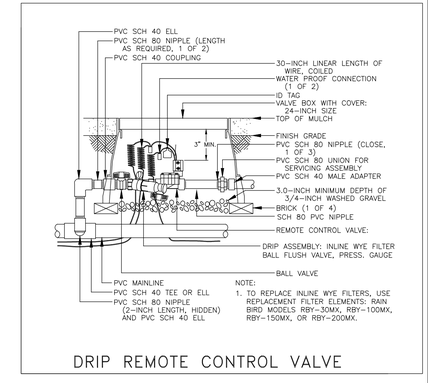


REMOTE CONTROL VALVE



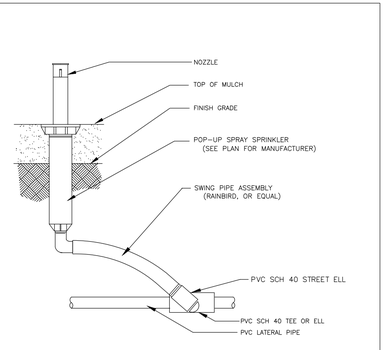
NOTE:
1. ALLOW A MINIMUM OF 6–INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

XFD ON–SURFACE DRIPLINE FLUSH POINT WITH EASY FIT COMPRESSION FITTINGS
N.T.S. 02–18–2013
CD.IRRIGATION.1–20–22

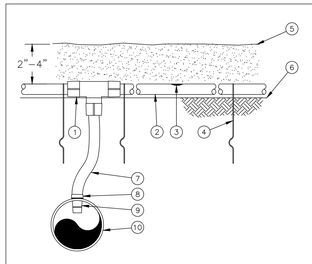


NOTE:
1. TO REPLACE INLINE WYE FILTERS, USE REPLACEMENT FILTER ELEMENTS: RAIN BIRD MODELS RBY–30MX, RBY–100MX, RBY–150MX, OR RBY–200MX.

DRIP REMOTE CONTROL VALVE



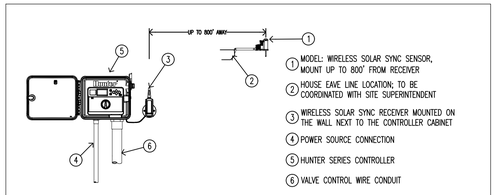
POP–UP SPRAY HEAD DETAIL



1. EASY FIT COMPRESSION TEE: RAIN BIRD MDDTEE
2. ON–SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV DRIPLINE
3. INLINE DRIP EMITTER OUTLET
4. TIE DOWN STAKE: RAIN BIRD TDS–050 WITH BEND (TYPICAL)
5. MULCH
6. FINISH GRADE
7. ½" POLYETHYLENE TUBING: RAIN BIRD XF SERIES BLANK TUBING
8. RATCHET CLAMP (INCLUDED WITH ADAPTER)
9. INSERT ADAPTER FOR PVC PIPE: RAIN BIRD XFD–INVPC
10. PVC LATERAL PIPE MINIMUM 1" IN DIAMETER

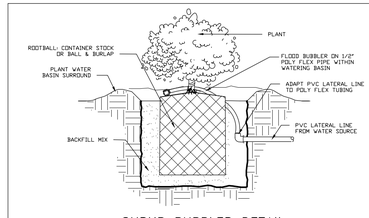
NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE–DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

XFD ON–SURFACE DRIPLINE INSERT ADAPTER FOR 1" OR LARGER PVC
N.T.S. 02–18–2013
CD.IRRIGATION.1–20–22

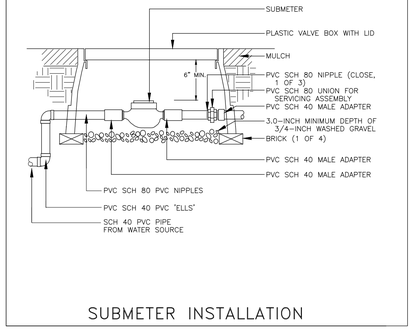


1. MODEL: WIRELESS SOLAR SYNC SENSOR, MOUNT UP TO 800' FROM RECEIVER
2. HOUSE EAVE LINE LOCATION; TO BE COORDINATED WITH SITE SUPERINTENDENT
3. WIRELESS SOLAR SYNC RECEIVER MOUNTED ON THE WALL NEXT TO THE CONTROLLER CABINET
4. POWER SOURCE CONNECTION
5. HUNTER SERIES CONTROLLER
6. VALVE CONTROL WIRE CONDUIT

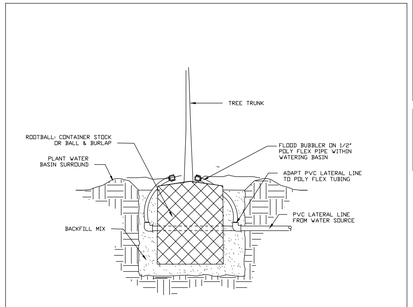
WIRELESS SOLAR SYNC SYSTEM
Hunter® IRRIGATION DETAIL



SHRUB BUBBLER DETAIL



SUBMETER INSTALLATION



TREE BUBBLER DETAIL

IRRIGATION NOTES:

GENERAL NOTES: DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN OF THE SYSTEM. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. NOTIFY LANDSCAPE ARCHITECT OF ANY ASPECTS OF LAYOUT, WHICH WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL AND DO NOT PROCEED UNTIL THE INSTRUCTIONS ARE OBTAINED. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL THE GRADE DIFFERENCES, LOCATION OF WALKS, RETAINING WALLS, ETC. PRIOR TO CONSTRUCTIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE (BY ALL MEANS NECESSARY) ALL EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED ON THE PANS. CITY STANDARD DRAWINGS, SPECIFICATIONS, SPECIFIC NOTES & DETAIL DRAWINGS AND THE SOILS REPORT TAKE PRECEDENCE OVER GENERAL DRAWINGS AND PLANS UNLESS OTHERWISE DIRECTED. ANY DEVIATION FROM APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE 48 HOURS PRIOR NOTICE TO THE LANDSCAPE ARCHITECT. AT LEAST ONE SET OF PLANS SHALL BE ON THE SITE AT ALL TIMES FOR INSPECTION. IRRIGATION CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND CITY LAWS AND ORDINANCES; AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND INDUSTRIAL ACCIDENT COMMISSION RELATING TO THE SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL. THE IRRIGATION CONSULTANT ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF THE DESIGN CONTAINED HEREIN.

DRAWINGS: DUE TO THE SCALE OF DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL ALSO CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL OF HIS WORK, PLAN HIS WORK ACCORDINGLY AND FURNISH SUCH FITTINGS, ETC. AS MAY BE NECESSARY TO MEET SUCH CONDITIONS. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. THE WORK SHALL BE INSTALLED IN SUCH A MANNER AS TO AVOID CONFLICTS BETWEEN IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE.

CONTROLLER: IRRIGATION CONTRACTOR IS TO PROGRAM TIMING OF STATIONS ON CONTROLLER TO IRRIGATE IN THE MOST EFFICIENT, WATER CONSERVING MANNER POSSIBLE. IT IS THE RESPONSIBILITY OF THE LANDSCAPE MAINTENANCE CONTRACTOR AND/OR THE OWNER TO PROGRAM THE IRRIGATION CONTROLLERS TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN PROPER PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL NEEDS, WATER REQUIREMENTS, CHANGES IN ELEVATION, SUN, SHADE AND WIND EXPOSURES. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE, EROSION, PUDDLING, ETC. DUE TO IMPROPER PROGRAMMING. ELECTRICAL CONTRACTOR TO SUPPLY 120–VOLT A.C. (2.5 AMP) SERVICE & DISCONNECT, JUNCTION BOX AND CONDUIT, AS NECESSARY, TO CONTROLLER LOCATION. IRRIGATION CONTRACTOR TO MAKE FINAL CONNECTION FROM ELECTRICAL STUB–OUT TO CONTROLLER. INSTALL NEW 9–VOLT DURACELL BATTERY(S) IN EACH CONTROLLER (IF REQUIRED) TO RETAIN PROGRAM IN MEMORY DURING TEMPORARY POWER FAILURES. CONTROLLER SHALL HAVE GROUND WIRE AS PER MANUFACTURER'S INSTRUCTIONS.

VALVES: BACKFLOW DEVICE, ISOLATION AND CONTROL VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUNDCOVER / SHRUB AREAS WHERE POSSIBLE (NOT IN LAWN AREA), AND AT THE EDGES OF THE PLANTING AREAS SO AS TO NOT INTERFERE WITH PLANT HOLE EXCAVATION. INSTALL VALVE BOXES 12 INCHES FROM AND PERPENDICULAR TO: WALKS, CURBS, LAWN, ETC. AND EACH BOX SHALL BE 12 INCHES APART. THE SHORT SIDE OF VALVE BOX SHALL BE PARALLEL TO WALK, CURB, LAWN EDGE, ETC. INSTALL (1) VALVE PER RECTANGULAR BOX INLINE WITH THE LENGTH OF THE BOX. LOCATE QUICK COUPLING VALVES AND/OR HOSE BIBS 2 INCHES FROM HARDSCAPE AREA.

WIRING: CONTROL WIRES SHALL BE U.L. APPROVED FOR DIRECT BURIAL IN GROUND, COPPER SIZE #14-1. COMMON GROUND WIRE SHALL HAVE WHITE INSULATION JACKET. CONTROL WIRE SHALL HAVE INSULATION JACKET OF COLOR OTHER THAN WHITE. SPLICING SHALL BE DONE WITH 3M #3570 SCOTCHLOK SEAL PACKS. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE A 24 INCH COIL OF EXCEL WIRE AT EACH SPLICE AND AT 100 FEET ON CENTER ALONG WIRE RUN. TAPE WIRE IN BUNDLES AT 10 FEET ON CENTER. NO TAPING PERMITTED IN SLEEVES. INSTALL A CONTROL WIRE FOR EACH EXTRA STATION LEFT ON THE CONTROLLER AND A SPARE CONTROL WIRE OF A DIFFERENT COLOR ALONG THE ENTIRE MAIN LINE. LOOP 24 INCHES OF EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES.

HEADS: THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, AND FENCES. THIS SHALL INCLUDE SELECTING THE BEST DEGREE OF ARC TO FIT THE SITE CONDITIONS AND TO THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM. HEAD LAYOUT AND QUANTITY IS AS CLOSE AS POSSIBLE AT THE SCALE O THE DRAWING, THE CONTRACTOR SHALL ADJUST AND ADD HEADS AS NECESSARY TO PROVIDE OPTIMUM PERFORMANCE AND COVERAGE OF ALL PLANTED AREAS. AT HEADS WHERE LOW HEAD DRAINAGE WILL OCCUR, USE MANUFACTURERS INTEGRAL IN-HEAD CHECK VALVE OR APPROVED IN-LINE CHECK VALVE. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO THE FINISH GRADE OF THE AREA TO BE IRRIGATED UNLESS OTHERWISE DESIGNATED ON THE PLANS. HEADS SHALL BE SET ½" BELOW AND 12" AWAY FROM ADJACENT WALKS, CURBS OR HEADERS.

ON-GRADE DRIP LINE SYSTEM: ALL DRIP LINE TO BE SET ON GRADE IN PARALLEL ROWS AS REQUIRED TO PROVIDE COMPLETE COVERAGE OF GROUND COVER AREAS AS WELL AS SHRUB PLANTING. EMITTERS PROVIDE 0.90 GALLONS PER HOUR FLOW (APPROXIMATELY 1.0 GALLON PER 100 LINEAR FEET OF DRIP LINE). DESIGN LIMITS RECOMMEND NOT EXCEEDING 200 FEET OF TUBING FOR ANY SINGLE LENGTH. STAKE TUBING TO GRADE WITH GALVANIZED TIE-DOWN STAKES AT 3 FT. (MAX.) SPACING. PROVIDE XF DRIPLINE INSERT FITTINGS FOR ALL CONNECTIONS. PROVIDE REMOVABLE THREADED END CAPS AT THE TERMINUS OF EACH DRIP LINE LENGTH FOR EASY FLUSHING OF SYSTEM.

PIPING/TRENCHING: INSTALL MAIN LINE PIPING WITH CONCRETE THRUST BLOCKS AS PER MANUFACTURER'S RECOMMENDATION. MAIN AND LATERAL LINES SHALL BE SURROUNDED WITH A MINIMUM OF 2" OF SAND OR ROCK FREE SOIL. PIPE SEALANT COMPOUND SHALL BE RECTOR SEAL T+2, PERMATEX 51 OR LASCO #905305. PRESSURE THE MAIN LINE @ 150 PSI FOR 2 HOURS AND THE LATERAL LINES @ 100 PSI FOR 2 HOURS. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES, AND TREE ROOT SYSTEMS. EXCAVATION IN AREA WHERE TWO (2) INCH AND LARGER ROOTS EXIST SHALL BE DONE BY HAND. CUT ROOTS ONE (1) INCH AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO COATS OF TREE SEAL, OR EQUAL. TRENCHES ADJACENT TO TREES SHOULD BE CLOSED WITHIN TWENTY-FOUR (24) HOURS; AND WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH WET BURLAP OR CANVAS.

SLEEVES: THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND THE INSTALLATION OF SLEEVES, CONDUIT OR PIPE THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC. PRIOR TO CONSTRUCTION. IN ADDITION TO THE SLEEVES AND CONDUITS SHOWN ON THE DRAWINGS, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND/OR INSTALLATION OF SLEEVES AND CONDUITS OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.

IRRIGATION SYSTEM: THE IRRIGATION SYSTEM IN CURRENTLY POTABLE, SET UP FOR POSSIBLE RETROFIT TO RECYCLED WATER SOURCE IN FUTURE. DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE (PSI) AND A FLOW DEMAND (GPM) AS NOTED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT-OF CONNECTION TO THE LANDSCAPE ARCHITECT. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR ANY NECESSARY CHANGES DUE TO THIS DIFFERENCE.

GUARANTEE: ALL CONSTRUCTION, PARTS AND PRODUCTS BY THE LANDSCAPE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL BE GUARANTEED FOR ONE (1) FULL YEAR AFTER THE BEGINNING OF THE MAINTENANCE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO EXPENSE TO THE OWNER) ANY AND ALL IRRIGATION PRODUCTS THAT ARE IN AN UNACCEPTABLE CONDITION FOR THE TIME OF USE. REPLACEMENT OF ANY ITEMS SHALL MATCH ORIGINAL DESCRIPTION OF ITEM(S) ON CONSTRUCTION PLANS AND SHALL BE INSTALLED PER SPECIFICATION. THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR LOSS OF IRRIGATION PARTS OR PRODUCTS DUE TO VANDALISM, ACCIDENTAL CAUSES, OR ACTS OF NEGLECT BY OTHERS THAN THE CONTRACTOR, HIS AGENTS OR EMPLOYEES.

DO NOT BID, ORDER MATERIALS OR INSTALL ANY OR ALL OF SYSTEM BEFORE READING THE IRRIGATION NOTES IN THEIR ENTIRETY. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL CHANGES, REVISIONS AND OR ADDITIONS TO SYSTEM DUE TO FAILURE TO DO SO.

NOTE: 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.

REFER TO SHEET L-1.4 FOR IRRIGATION NOTES AND WATER CALCULATIONS

REVISIONS

1	CITY COMMENTS 12–13–21
2	DRB COMMENTS 1–3–22
3	CITY COMMENTS 1–20–22

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD IRRIGATION NOTES AND DETAILS

DESIGNED: RS	DRAWN: KD
CHECKED:	JOB NO:
DATE: 12–13–21	
SCALE: NOTED	

SHEET
L-1.3
OF SHEETS

SOIL MANAGEMENT REPORT:
A. The Contractor shall submit soil samples to the laboratory for analysis and recommendations.
1. Soil sampling shall be conducted in accordance with the laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
2. Soil analysis may include:
   a. Soil texture
   b. Infiltration rate determined by laboratory test or soil infiltration rate table
   c. pH
   d. Total soluble salts
   e. Sodium
   f. Percent organic matter
   g. Recommendations
B. Contractor shall submit soil report and recommendations to the City as part of the certificate of completion.
C. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
D. The contractor shall submit documentation verifying implementation of the soil analysis report recommendations to the City with certificate of completion. [Ord.3-2010 3 (Exh. A), eff.3-12-2010

SOIL PREPARATION AMENDMENTS AND BACKFILL MIX: (THE FOLLOWING SOIL AMENDMENT PREPARATIONS ARE FOR BID PURPOSES ONLY, CONTRACTOR TO CONDUCT SOILS FERTILITY ANALYSIS TEST AND SUBMIT RESULTS TO CITY PRIOR TO IMPLEMENTING TEST RESULTS RECOMMENDATIONS). MIX The Landscape Contractor shall amend existing soil, by rototilling, 6 cu. yd. CCW 'Super Humus' compost and 20 lbs. organic fertilizer 'Phyta-Boost' 7-2-1 per 1,000 sq. ft . into the top 6 inches of soil in all planting areas. (or equal) Pit Planting Mix: for trees and shrubs mix 1/3 compost amendment and 2/3 amended topsoil as noted above.

TREE PLANTING: (THE FOLLOWING SOIL AMENDMENT PREPARATIONS ARE FOR BID PURPOSES ONLY, CONTRACTOR TO CONDUCT SOILS FERTILITY ANALYSIS TEST AND SUBMIT RESULTS TO CITY PRIOR TO IMPLEMENTING TEST RESULTS RECOMMENDATIONS). The trees are to be planted as per detail on plan. Trees shall typically be located a minimum of 4 feet from curbs, walks, headers, buildings, overheads, and other trees within the project. backfill shall be the 'Pit Planting Mix' as noted above. All trees shall receive organic fertilizer 'Phyta Boost' 7-1-2 -pelleted (or equal) for 15 gallon trees: 1 lb., 1/ 2 lb.for 5 gallon trees and shrubs: Mix fertilizer with backfill soil and thoroughly water trees immediately after planting.

Schedule of Landscape Functions
(schedule is number of times a month functions performed)

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Shrub /Ground Cover													
Fertilization	*	*	1	*	*	*	*	*	*	*	1	*	2
Insect control	*	*	1	*	*	*	1	*	*	*	*	*	2
Disease control	*	*	1	*	*	*	1	*	*	*	*	*	2
Weed control	2	3	3	4	4	4	4	4	4	4	2	2	40
Debris Removal	2	3	3	4	4	4	4	4	4	4	2	2	40
Pruning	1	*	*	*	*	*	*	*	*	*	*	*	1
Trees													
Fertilization	*	*	1	*	*	*	*	*	*	*	*	*	1
Insect control	*	*	1	*	*	*	*	*	*	*	*	*	1
Disease control	*	*	1	*	*	*	*	*	*	*	*	*	1
Pruning	*	1	*	*	*	*	*	*	*	*	*	*	1
Irrigation													
Check/adjust/repair	*	*	1	*	*	*	1	*	*	*	*	*	2
Review/Adjust run times	*	*	1	*	1	*	1	*	1	*	1	*	5

Note: Repair of all irrigation equipment shall be done with the originally installed components or equivalent.
Project shall be irrigated so that the total annual water applied is less than or equal to the Maximum Applied Water Allowance as applicable.

Water Efficient Landscape Ordinance Project Information

Date: 9-24-2021

Project: The Ranchetts at Neroly

Project Applicant: RW Stover and Associates, Inc.
Contact: Rick Stover
Address: 1620 North Main Street, Suite 4, Walnut Creek, CA 94596
Email: rstover@rwsla.com
Phone: 925.933.2583 ext 105

Property Owner/ or Representative: A.D. Seeno Construction Co, Inc.
Contact: Bryan Kesler - Project Manager
Address: 4021 Port Chicago Highway, Concord CA
Email: bkesler@seenohomes.com
Phone: 925-766-5769

Project Address: Subdivision #9284, Oakley CA (Neroly Road & Almondwood Place)

Total Landscape Area (square feet): See planting plan SQ.FT. per lot

Project Type: Residential
Water Supply Type: Potable

Documentation Package:

Water Efficient Landscape Worksheet: YES
Soil Management Report: YES
Landscape Design Plan: YES
Irrigation Design Plan: YES
Grading Design Plan: REFER TO CIVIL ENGINEER PLANS

Applicant Statement:

"I agree to 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"

Applicant Signature — 9-24-21 Date

WATER EFFICIENT LANDSCAPE WORKSHEET - BY VALVE - LOT 8 PLAN 1

REFERENCE EVAPOTRANSPIRATION (ETo): 48.3

VALVE #	PLANT TYPE	HYDROZONE / (PLANT WATER USE)	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)	% LANDSCAPE AREA
REGULAR LANDSCAPE AREA:										
1	LAWN	HIGH WATER USE	0.7	SPRAY	0.75	0.9333333	1052	981.8666316	29403.0	18.71%
2	TREES	MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	54	33.3333306	998.2	0.96%
3	SHRUBS	LOW WATER USE	0.3	DRIP	0.81	0.3703703	2430	899.999829	26951.4	43.21%
4	SHRUBS	LOW WATER USE	0.3	DRIP	0.81	0.3703703	2088	773.3331864	23158.2	37.13%
						TOTALS:	5624	2689		100%

SPECIAL LANDSCAPE AREAS:

POOL				0	0	0	0
SPA				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	80,511
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	92,629

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,689
TOTAL LANDSCAPE AREA	5,624
AVERAGE ETAF	0.48

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,689
TOTAL LANDSCAPE AREA	5,624
SITEWIDE ETAF	0.48

WATER EFFICIENT LANDSCAPE WORKSHEET - BY VALVE - LOT 3 PLAN 2

REFERENCE EVAPOTRANSPIRATION (ETo): 48.3

VALVE #	PLANT TYPE	HYDROZONE / (PLANT WATER USE)	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)	% LANDSCAPE AREA
REGULAR LANDSCAPE AREA:										
1	LAWN	HIGH WATER USE	0.7	SPRAY	0.75	0.9333333	870	811.999971	24316.2	14.83%
2	TREES	MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	54	33.3333306	998.2	0.92%
3	SHRUBS	LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	743	275.1851329	8240.7	12.67%
4	SHRUBS	LOW WATER USE	0.3	DRIP	0.81	0.3703703	1747	647.0369141	19376.2	29.78%
5	SHRUBS	LOW WATER USE	0.3	DRIP	0.81	0.3703703	2452	908.1479756	27195.4	41.80%
						TOTALS:	5866	2676		100%

SPECIAL LANDSCAPE AREAS:

POOL				0	0	0	0
SPA				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	80,127
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	96,615

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,676
TOTAL LANDSCAPE AREA	5,866
AVERAGE ETAF	0.46

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,676
TOTAL LANDSCAPE AREA	5,866
SITEWIDE ETAF	0.46

WATER EFFICIENT LANDSCAPE WORKSHEET - BY VALVE - LOT 7 PLAN 3

REFERENCE EVAPOTRANSPIRATION (ETo): 48.3

VALVE #	PLANT TYPE	HYDROZONE / (PLANT WATER USE)	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)	% LANDSCAPE AREA
REGULAR LANDSCAPE AREA:										
1	LAWN	HIGH WATER USE	0.7	SPRAY	0.75	0.9333333	865	807.3333045	24176.4	15.88%
2	TREES	MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	36	22.2222204	665.5	0.66%
3	SHRUBS	LOW WATER USE	0.3	DRIP	0.81	0.3703703	1208	447.4073224	13398.1	22.17%
4	SHRUBS	LOW WATER USE	0.3	DRIP	0.81	0.3703703	2424	897.7776072	26884.8	44.49%
5	SHRUBS	LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	915	338.8888245	10148.4	16.80%
						TOTALS:	5448	2514		100%

SPECIAL LANDSCAPE AREAS:

POOL				0	0	0	0
SPA				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	75,273
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	89,730

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,514
TOTAL LANDSCAPE AREA	5,448
AVERAGE ETAF	0.46

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,514
TOTAL LANDSCAPE AREA	5,448
SITEWIDE ETAF	0.46

MONTHLY FLOW CALCULATIONS PER CONTROL VALVE (GPM) - LOT 8 PLAN 1

NOTE: *Irrigation flow calculations reflect no irrigation water applied during the months of December, January or February*

CYCLES / WEEK			2	2	2	3	3	3	3	3	2	0	
MINUTES / CYCLE			12	12	20	20	20	20	20	12	12	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
1	5.4	LAWN SPRAY	557.28	557.28	928.8	1393.2	1393.2	1393.2	1393.2	835.92	557.28	0	9009.36
TOTAL GALLONS			557.28	557.28	928.8	1393.2	1393.2	1393.2	1393.2	835.92	557.28	0	**9009.36**

CYCLES / WEEK			2	2	2	3	3	3	3	3	2	0	
MINUTES / CYCLE			12	12	20	20	20	20	20	12	12	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
3	16.4	SHRUB DRIP	1692.48	1692.48	2820.8	4231.2	4231.2	4231.2	4231.2	2538.72	1692.48	0	27361.76
4	13.2	SHRUB DRIP	1362.24	1362.24	2270.4	3405.6	3405.6	3405.6	3405.6	2043.36	1362.24	0	22022.88
TOTAL GALLONS			3054.72	3054.72	5091.2	7636.8	7636.8	7636.8	7636.8	4582.08	3054.72	0	**49384.64**

CYCLES / WEEK			1	1	2	3	3	3	3	1	1	0	
MINUTES / CYCLE			8	10	10	10	15	15	10	10	8	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
2	3.0	TREE BUBBLER	103.2	129	258	387	580.5	580.5	387	129	103.2	0	2657.4
TOTAL GALLONS			103.2	129	258	387	580.5	580.5	387	129	103.2	0	**2657.4**
TOTAL GALLONS):													**61051.4**

MONTHLY FLOW CALCULATIONS PER CONTROL VALVE (GPM) - LOT 3 PLAN 2

NOTE: *Irrigation flow calculations reflect no irrigation water applied during the months of December, January or February*

CYCLES / WEEK			2	2	2	3	3	3	3	3	2	0	
MINUTES / CYCLE			12	12	20	20	20	20	20	12	12	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
1	3.4	LAWN SPRAY	350.88	350.88	584.8	877.2	877.2	877.2	877.2	526.32	350.88	0	5672.56
TOTAL GALLONS			350.88	350.88	584.8	877.2	877.2	877.2	877.2	526.32	350.88	0	**5672.56**

CYCLES / WEEK			2	2	2	3	3	3	3	3	2	0	
MINUTES / CYCLE			12	12	20	20	20	20	20	12	12	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
3	10.2	SHRUB DRIP	1052.64	1052.64	1754.4	2631.6	2631.6	2631.6	2631.6	1578.96	1052.64	0	17017.68
4	10.3	SHRUB DRIP	1062.96	1062.96	1771.6	2657.4	2657.4	2657.4	2657.4	1594.44	1062.96	0	17184.52
5	16.3	SHRUB DRIP	1682.16	1682.16	2803.6	4205.4	4205.4	4205.4	4205.4	2523.24	1682.16	0	27194.92
TOTAL GALLONS			3797.76	3797.76	6329.6	9494.4	9494.4	9494.4	9494.4	5696.64	3797.76	0	**61397.12**

CYCLES / WEEK			1	1	2	3	3	3	3	1	1	0	
MINUTES / CYCLE			8	10	10	10	15	15	10	10	8	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
2	3.0	TREE BUBBLER	103.2	129	258	387	580.5	580.5	387	129	103.2	0	2657.4
TOTAL GALLONS			103.2	129	258	387	580.5	580.5	387	129	103.2	0	**2657.4**
TOTAL GALLONS):													**69727.1**

MONTHLY FLOW CALCULATIONS PER CONTROL VALVE (GPM) - LOT 7 PLAN 3

NOTE: *Irrigation flow calculations reflect no irrigation water applied during the months of December, January or February*

CYCLES / WEEK			2	2	2	3	3	3	3	3	2	0	
MINUTES / CYCLE			12	12	20	20	20	20	20	12	12	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
1	3.4	LAWN SPRAY	350.88	350.88	584.8	877.2	877.2	877.2	877.2	526.32	350.88	0	5672.56
TOTAL GALLONS			350.88	350.88	584.8	877.2	877.2	877.2	877.2	526.32	350.88	0	**5672.56**

CYCLES / WEEK			2	2	2	3	3	3	3	3	2	0	
MINUTES / CYCLE			12	12	20	20	20	20	20	12	12	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
3	10.3	SHRUB DRIP	1062.96	1062.96	1771.6	2657.4	2657.4	2657.4	2657.4	1594.44	1062.96	0	17184.52
4	16.3	SHRUB DRIP	1682.16	1682.16	2803.6	4205.4	4205.4	4205.4	4205.4	2523.24	1682.16	0	27194.92
5	10.3	SHRUB DRIP	1062.96	1062.96	1771.6	2657.4	2657.4	2657.4	2657.4	1594.44	1062.96	0	17184.52
TOTAL GALLONS			3808.08	3808.08	6346.8	9520.2	9520.2	9520.2	9520.2	5712.12	3808.08	0	**61563.96**

CYCLES / WEEK			1	1	2	3	3	3	3	1	1	0	
MINUTES / CYCLE			8	10	10	10	15	15	10	10	8	0	
WEEKS / MONTH			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
VALVE NO.	GPM	SYSTEM	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec. - Jan. - Feb.	Gallon total
2	2.0	TREE BUBBLER	68.8	86	172	258	387	387	258	86	68.8	0	1771.6
TOTAL GALLONS			68.8	86	172	258	387	387	258	86	68.8	0	**1771.6**
TOTAL GALLONS):													**69008.1**

REVISIONS
1 CITY COMMENTS 12-13-21
2 DRB COMMENTS 1-7-22
3 CITY COMMENTS 1-20-22

RICHARD STOVER 3017 LANDSCAPE ARCHITECT Signature RENEWAL 08/31/2023 STATE OF CALIFORNIA

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD NOTES AND WATER CALCULATIONS

DESIGNED: RS | DRAWN: KD
CHECKED: | JOB NO:
DATE 12-13-21
SCALE NOTED

SHEET L-1.4
OF SHEETS

OAKLEY ROAD

EXISTING 7" AGRICULTURE IRRIGATION WATER LINE. VERIFY EXACT LOCATION IN FIELD WITH SITE SUPERINTENDENT. (SEE STREET TREE NOTE)

CENTER LINE

CONCRETE IMPERVIOUS SIDEWALK (REFER TO CIVIL PLANS)

SIGHT TRIANGLE

EXISTING GAS LINE

ACACIA REDOLENS 'LOW BOY'

QUERCUS AGRIFOLIA

CALLISTEMON VIMINALIS 'LITTLE JOHN'

LOMANDRA LONGIFOLIA

LOMANDRA

ULMUS PARVIFOLIA

WATER LINE (TYP.)

TYPICAL DRIVEWAY

ACACIA REDOLENS

SEPTIC TANK (TYP. SEE CIVIL PLANS)

6 FT. HEIGHT WOOD FENCE (TYPICAL) REFER TO SHEET L-2.3 FOR DETAIL

1
TOTAL LANDSCAPE AREA: 7,328 SF
TURF: 908 SF (12.4% OF 25% MAX.)

2
TOTAL LANDSCAPE AREA: 3,383 SF
TURF: 572 SF (16.9% OF 25% MAX.)

3
TOTAL LANDSCAPE AREA: 5,857 SF
TURF: 870 SF (14.8% OF 25% MAX.)

4
TOTAL LANDSCAPE AREA: 4,407 SF
TURF: 794 SF (18.0% OF 25% MAX.)

5
TOTAL LANDSCAPE AREA: 3,277 SF
TURF: 570 SF (17.4% OF 25% MAX.)

8
TOTAL LANDSCAPE AREA: 5,606 SF
TURF: 1,052 SF (18.7% OF 25% MAX.)

3 FT. WIDE WOOD GATE TO MATCH FENCE (TYPICAL)

PROPERTY LINE (TYP.)

BLDG. SETBACK (TYP.)

SWALE (TYP.)

CONC. WALK TO SIDE YARD (TYP.)

STORM DRAIN (TYP.)

TYPICAL IMPERVIOUS DRIVEWAYS (SEE CIVIL)

CALLISTEMON VIMINALIS

12'

CONCRETE IMPERVIOUS SIDEWALK (REFER TO CIVIL PLANS)

SIGHT TRIANGLE

CENTER LINE

PROJECT STORMDRAIN (SEE CIVIL PLANS)

NEROLY ROAD

ALMONDWOOD PLACE

EX 12" W

EX 6" W

SUBDIVISION 5225 (219 M 21)

MATCH LINE REFER TO SHEET L-2.2

PLANT MATERIALS LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HxW	WUCOLS WATER USE
TREES:					
	ARBUTIS 'MARINA'	STRAWBERRY TREE	15 GA	28'x20'	LOW
	CERCIS OCCINDENTALIS	WESTERN REDBUD	15 GA	10'x10'	LOW
	LAGER. 'CHEROKEE' (STANDARD)	CRAPE MYRTLE	15 GA	24'x18'	LOW
	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	SOUTHERN MAGNOLIA	15 GA	25'x15'	MED
	PISTACIA CHINENSIS 'RED PUSH'	CHINESE PISTACHE	24" BOX	35'x25'	LOW
	QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	SIZE	LOW
	ULMUS PARVIFOLIA	CHINESE ELM	15 GA	SIZE	MED
SHRUBS:					
	ACACIA REDOLENS 'LOW BOY'	PROSTRATE ACACIA	5 GA	0'x0'	LOW
	ANIGOZANTHOS 'BUSH BABY'	KANGAROO PAW	5 GA	2'x2'	LOW
	CALLISTEMON VIMIN. 'LITTLE JOHNSON'	DWARF BOTTLEBRUSH	5 GA	3'x4'	LOW
	CISTUS x SKANBERGII	PINK ROCKROSE	5 GA	3'x5'	LOW
	PHORMIUM 'DAZZLER'	DWARF FLAX	5 GA	3'x5'	LOW
	ELAEAGNUS PUN. 'MACULATA'	GOLDEN ELEAGNUS	5 GA	8'x8'	LOW
	FEIJOA SELLOWIANA	PINEAPPLE GUAVA	5 GA	8'x8'	LOW
	HETEROMELES ARBUTIFOLIA	TOYON	5 GA	8'x8'	LOW
	LOMANDRA LONGIFOLIA 'SEA BREEZE'	MAT RUSH	5 GA	3'x4'	LOW
	MUHLENBERGIA RIGENS	DEER GRASS	5 GA	3'x4'	LOW
	PENNISETUM 'BUNNY TAILS'	BUNNY TAILS	5 GA	2'x2'	LOW
	ARCTOSTAPHYLOS 'POINT REYES'	PROS. MANZANITA	5 GA	1'x4'	LOW
	ROSEMARINUS 'TUSCAN BLUE'	TUSCAN ROSEMARY	5 GA	4'x4'	LOW
	TEUCRIUM FRUTICANS	BUSH GERMANDER	5 GA	3'x3'	LOW
	WESTRINGIA FRUTICOSA	COAST ROSEMARY	5 GA	3'x5'	LOW
GROUND COVERS:					
C	COPROSMA 'KIRKII'	CREEPING COPROSMA	1 GA@ 48" O.C.	2'x4'	LOW
D	DESCHAMSIA CESPITOSA	TUFTED HAIR GRASS	1 GA@ 48" O.C.	4'x4'	LOW
M	MYOPORUM PARVIFOLIUM	MYOPORUM	1 GA@ 48" O.C.	1'x6'	LOW
R	ROSMARINUS 'HUNTINGTON BLUE'	PROSTRATE ROSEMARY	1 GA@ 48" O.C.	2.5'x8'	LOW
T	DWARF TALL FESCUE SOD	FESCUE	ROLLS		HIGH

STREET TREE NOTE:
LOCATE AND INSTALL PROPOSED STREET TREES (OAKLEY ROAD) IN COORDINATION WITH SITE SUPERINTENDENT TO PROVIDE MAXIMUM CLEARANCE FROM EXISTING AGRICULTURAL IRRIGATION PIPE.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

REFER TO SHEET L-2.2 FOR PLANTING NOTES AND DETAILS

REVISIONS
1 CITY COMMENTS 12-13-21
2 DRB COMMENTS 1-3-22
3 CITY COMMENTS 1-20-22

RW Stover & Associates, Inc.
Landscape Architecture
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

LANDSCAPE ARCHITECT RICHARD STOVER 3017 Signature Date 12/13/21 REGISTERED STATE OF CALIFORNIA

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD PLANTING PLAN

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE: 12-13-21	
SCALE: NOTED	

SHEET L-2.1
OF SHEETS

OAKLEY ROAD

IMPERVIOUS CONCRETE SIDEWALK (REFER TO CIVIL PLANS)

TYPICAL IMPERVIOUS DRIVEWAYS (SEE CIVIL)

LANDSCAPE IN THIS AREA NOT A PART OF SCOPE

CONCRETE MOW BAND

LIGHT POLE (TYP.)

EX 10" W

12'

LIMIT OF WORK

EXISTING 7" AGRICULTURE IRRIGATION WATER LINE. VERIFY EXACT LOCATION IN FIELD WITH SITE SUPERINTENDENT. (SEE STREET TREE NOTE)

STERUD (6447 O.R. 541)

STERUD (6447 O.R. 541)

MATCH LINE REFER TO SHEET L-2.1

CONC. WALK TO SIDE YARD (TYP.)

6

TOTAL LANDSCAPE AREA: 4,230 SF
TURF: 745 SF (17.6% OF 25% MAX.)

7

TOTAL LANDSCAPE AREA: 5,439 SF
TURF: 865 SF (15.9% OF 25% MAX.)

SEPTIC TANK (TYP. SEE CIVIL PLANS)

BLDG. SETBACK (TYP.)

PROPERTY LINE (TYP.)

SWALE (TYP.)

BLDG. SETBACK (TYP.)

SEPTIC TANK (TYP. SEE CIVIL PLANS)

BUILDING SETBACK (TYPICAL)

11

TOTAL LANDSCAPE AREA: 6,669 SF
TURF: 1,515 SF (22.7% OF 25% MAX.)

12

TOTAL LANDSCAPE AREA: 1,605 SF
TURF: 400 SF (24.9% OF 25% MAX.)

10

TOTAL LANDSCAPE AREA: 6,563 SF
TURF: 1,090 SF (16.6% OF 25% MAX.)

STORM DRAIN (TYP.)

3 FT. WIDE WOOD GATE TO MATCH FENCE (TYPICAL)

6 FT. HEIGHT WOOD FENCE (TYPICAL) REFER TO SHEET L-2.3 FOR DETAIL

9

TOTAL LANDSCAPE AREA: 6,384 SF
TURF: 961 SF (15.0% OF 25% MAX.)

CONC. WALK TO SIDE YARD (TYP.)

3 FT. WIDE WOOD GATE TO MATCH FENCE (TYPICAL)

6 FT. HEIGHT WOOD FENCE (TYPICAL) REFER TO SHEET L-2.3 FOR DETAIL

PARCEL 'C' (56PM24)

13

TOTAL LANDSCAPE AREA: 6,478 SF
TURF: 1,156 SF (17.8% OF 25% MAX.)

WATER LINE (TYP.)

ALMONDWOOD PLACE

EX 6" W

EX 6" W

CONCRETE MOW BAND

EXISTING GAS LINE (SEE CIVIL PLANS)

SUBDIVISION 5225 (219 M 21)

LIMIT OF WORK

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

REFER TO L-2.1 FOR PLANT LIST.
REFER TO SHEET L-2.3 FOR PLANTING NOTES AND DETAILS

REVISIONS

1	CITY COMMENTS	12-13-21
2	DRB COMMENTS	1-5-22
3	CITY COMMENTS	1-20-22

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1620 North Main Street, Suite 4
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Ph: 925.933.2583

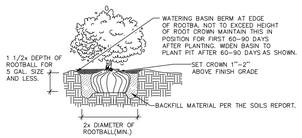
LANDSCAPE ARCHITECT RICHARD STOVER 3017 Signature Date 12/31/22 REGISTERED STATE OF CALIFORNIA

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD PLANTING PLAN

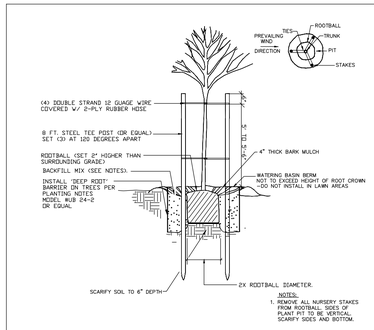
DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE	
12-13-21	
SCALE	
NOTED	

SHEET
L-2.2
OF SHEETS

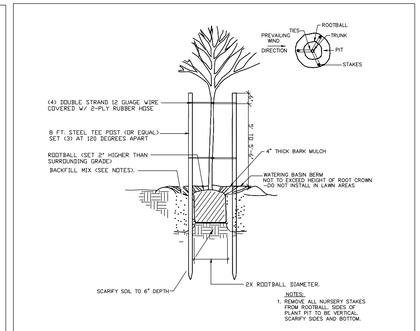


SHRUB/VINE PLANTING

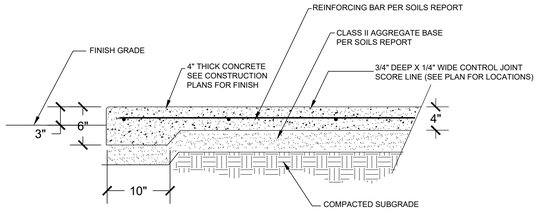
SHRUB PLANTING DETAIL



TREE PLANTING DETAIL W/ROOT BARRIER

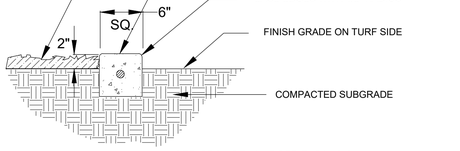


TREE PLANTING DETAIL



CONCRETE PAVING DETAIL

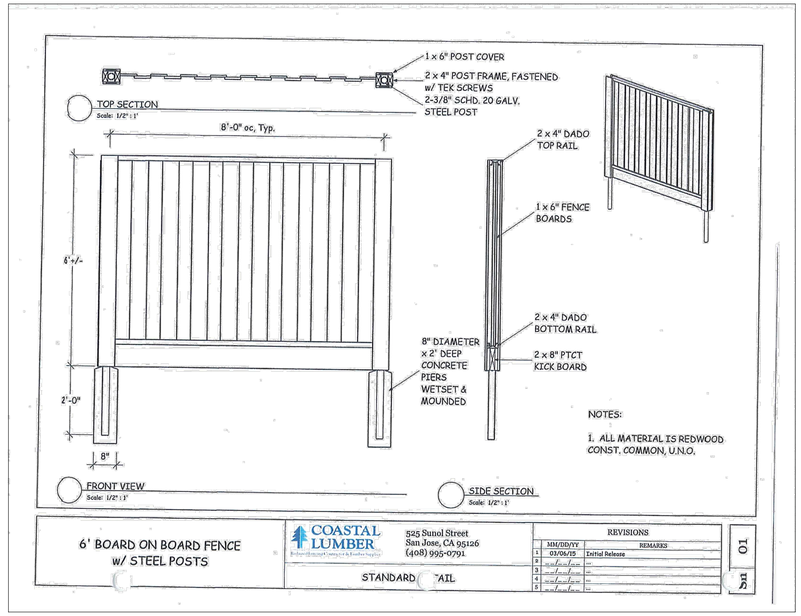
NO SCALE



NOTE: PROVIDE 1/2" FIBER EXPANSION JOINTS AT 20 FT. (MAX.) INTERVALS

CONCRETE MOWBAND

NO SCALE



TYPICAL FENCE PLACEMENT AT HOUSE WALLS:

FENCE LINE TO MEET GARAGE SIDE OF HOUSE 8 FT. BACK OF FRONT OF HOUSE;
FENCE LINE TO MEET BEDROOM SIDE OF HOUSE 12 IN. BACK OF FRONT OF HOUSE.

PLANTING NOTES

GENERAL NOTES: The Landscape Contractor shall inspect the site and be familiar with all existing site conditions prior to submitting his bid. Contractor shall not willfully proceed with construction as shown when it is obvious that obstructions, landscape area and/or grade differences exist that may not have been known during design. such conditions shall immediately be brought to the attention of the Landscape Architect. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification. Contractor shall be responsible for making himself familiar with all underground utilities, pipes, structures and obstructions. Contractor shall take sole responsibility for all costs incurred due to damage and/or replacement of these items. Contractor shall be responsible for coordination between trades and subcontractors as required to accomplish landscape operations. The Landscape Contractor shall be responsible for any damage to existing facilities caused by or during the performance of his work. All repairs shall be made at no cost to the Owner. Planting shall be installed in conformance with all applicable local codes and ordinances by experienced workmen and a licensed Landscape Contractor who shall obtain all necessary permits and pay all required fees.

SOIL MANAGEMENT REPORT:
A. The Contractor shall submit soil samples to the laboratory for analysis and recommendations.
1. Soil sampling shall be conducted in accordance with the laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
2. Soil analysis may include:
   a. Soil texture
   b. Infiltration rate determined by laboratory test or soil infiltration rate table
   c. pH
   d. Total soluble salts
   e. Sodium
   f. Percent organic matter
   g. Recommendations
B. Contractor shall submit soil report and recommendations to the City as part of the certificate of completion.
C. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
D. The contractor shall submit documentation verifying implementation of the soil analysis report recommendations to the City with certificate of completion. [Ord.3-2010 3 (Exh. A), eff.3-12-2010

SOIL PREPARATION AMENDMENTS AND BACKFILL MIX: (THE FOLLOWING SOIL AMENDMENT PREPARATIONS ARE FOR BID PURPOSES ONLY, CONTRACTOR TO CONDUCT SOILS FERTILITY ANALYSIS TEST AND SUBMIT RESULTS TO CITY PRIOR TO IMPLEMENTING TEST RESULTS RECOMMENDATIONS). The Landscape Contractor shall amend existing soil, by rototilling, 6 cu. yd. BFI 'Super Humus' compost and 15 lbs. organic balanced fertilizer 'Phyta-Boost' (7-1-2) per 1,000 sq. ft .available from California Organics or equal into the top 6 inches of soil in all planting areas. (or equal) Pit Planting Mix: for trees and shrubs mix 1/3 organic amendment, 2/3 amended topsoil as noted above.

TREE PLANTING: (THE FOLLOWING SOIL AMENDMENT PREPARATIONS ARE FOR BID PURPOSES ONLY, CONTRACTOR TO CONDUCT SOILS FERTILITY ANALYSIS TEST AND SUBMIT RESULTS TO CITY PRIOR TO IMPLEMENTING TEST RESULTS RECOMMENDATIONS). The trees are to be planted as per detail on plan. Trees shall typically be located a minimum of 4 feet from curbs, walks, headers, buildings, overheads, and other trees within the project. backfill shall be the 'Pit Planting Mix' as noted above. All trees shall receive organic fertilizer 'Phyta boost' 7-1-2 avail. from California Fertilizer Company Inc.(or equal) for 15 gallon trees: 1 cup, for 5 gallon trees and shrubs: 1/2 cup. Thoroughly water trees immediately after planting.

ROOT BARRIERS: All trees less than 6' from paved surface shall receive a linear type root barrier 24" deep and 20' long along adjacent paving edges, centered on the tree trunk. (See detail)

TREE PLANTING SETBACKS: All trees are to be installed allowing the following setback requirements:
- 3 Ft. minimum from paved surfaces
- 5 Ft. from mailboxes
- 10 Ft. from streetlights
- 10 Ft. from fire hydrants and potable mainlines, water meters
- 10 Ft. from driveways
- 10Ft. minimum from storm drain, sanitary sewer, water, telephone, electrical main and gas lines, or as required by ironhorse sanitary district, Diablo Water District and PG&E.
- 15 Ft. from stop signs or curb returns

SHRUB PLANTING: (THE FOLLOWING SOIL AMENDMENT PREPARATIONS ARE FOR BID PURPOSES ONLY, CONTRACTOR TO CONDUCT SOILS ANALYSIS TEST AND SUBMIT RESULTS TO CITY PRIOR TO IMPLEMENTING TEST RESULTS RECOMMENDATIONS). The shrubs shall be spotted as per plan and the locations approved prior to the digging of the holes. Shrub backfill shall be the 'Pit Planting Mix' as noted in 'Backfill soil mixes'. All shrubs shall receive 'Phyta-Boost' 7-1-2 organic fertilzer avail from California Fertilizer Company Inc.(or equal) at the following rates: For 5 gallon shrubs:1/2 cup for, 1 gallon shrubs:1/4 cup. Thoroughly water shrubs immediately after planting. Do not plant any plant within 2'0" of any building wall.

MULCHING: Mulch all planting areas, excluding lawn and storm water bioswale areas, having a slope less than 2:1 with a 3 inch minimum depth of recycled wood fiber, UV stabilized,dyed-colorfast black with a PH of no higher than 5.0. and free of noxious weeds and foreign materials. #135 Black Chip from 'Re-User Inc.' or approved equal.

MAINTENANCE: The Contractor shall maintain the project for 90 days (or as requested by owner) following the approval to begin the maintenance period. During the entire maintenance period, watering, cultivating, weeding, mowing, repair/tightening of stakes and ties, restoration of basins, provision of supplemental water by hand in addition to irrigation system as necessary. No pre-emergence herbicides shall be applied- hand remove weeds. Only organic fertilizers shall be applied such as those specified above. Install per manufacturer's recommendations. At the end of the 90 day maintenance period all areas are to be weed free and all plant material is to be in a healthy, thriving condition. Integrated pest management practices shall be implemented.

SUBSTITUTIONS: Requests for substitutions of plant varieties shall be made to the Landscape Architect within 15 days after signing of contract.

GUARANTEE: All construction, trees and shrubs by the Landscape Contractor and/or his subcontractors shall be guaranteed for (1) one year after beginning of maintenance period. The contractor shall replace, at no expense to the Owner, any and all landscape materials that are in an unacceptable condition for time of use, and trees or shrubs that are dead or not in a vigorous, healthy growing condition; within two weeks of notification of such condition. Replacement shall be of the same kind and size as the originally specified item and shall be replaced as originally described on the drawings. The Contractor shall not be held liable for loss of plant materials during the guarantee period due to vandalism, accidental causes or acts of neglect by others than the Contractor, his agents and employees.

CLEAN UP: At the end of each work day, at the inspection for substantial completion and before acceptance of project, clean paved areas that are dirtied or stained by construction operations, by sweeping or washing, and remove defacements and stains. Remove construction equipment, excess materials and tools. Haul from Owners property the debris resulting from construction, and dispose of legally. Remove remaining temporary protection at time of acceptance by Owner unless otherwise agreed.

FERTILIZERS: Available California Fertilizers Company Inc. 1-800-269-5690 www.organicag.com
www.californiaorganicfertilizers.com. Compost available from BFI 408-888-7632 www.bfi.com

NOTE: Install jute netting per manufacturer's requirements on landscape slopes 2.5:1 and greater.

REVISIONS

1	CITY COMMENTS	12-13-21
2	DRB COMMENTS	1-7-22
3	CITY COMMENTS	1-20-22
4		
5		
6		
7		

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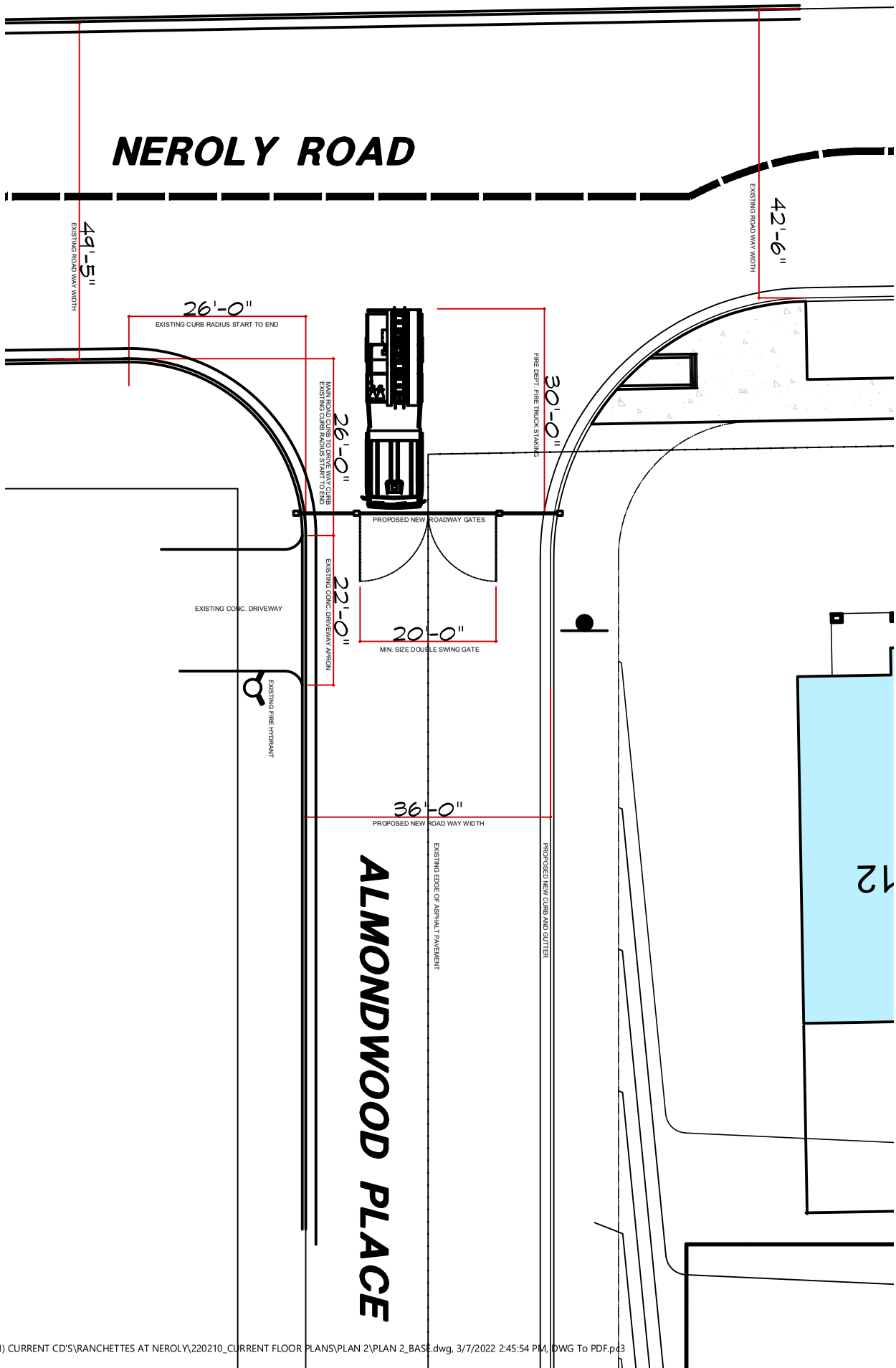
LANDSCAPE ARCHITECT RICHARD STOVER 3017 Signature Date 12/13/21 REGISTERED STATE OF CALIFORNIA

THE RANCHETTS AT NEROLY
SUBDIVISION #9284
OAKLEY, CALIFORNIA

FRONT YARD
PLANTING NOTES
AND DETAILS

DESIGNED: RS	DRAWN: KD
CHECKED:	JOB NO:
DATE: 12-13-21	
SCALE: NOTED	

SHEET
L-2.3
OF SHEETS



Q:\Drafting\Autocad\CAD\(1) CURRENT CD'S\RANCHETTES AT NEROLY\220210_CURRENT FLOOR PLANS\PLAN 2\PLAN 2_BASE.dwg, 3/7/2022 2:45:54 PM, DWG To PDF.pc3

On March 15, 2022 at 10:30 AM, Jackie Seeno + Brian Kesler met with the following Almondwood residents + discuss Condition #22 regarding the infeasibility of the Gate to the community. Each signator below concurs + Amendy the conditions of Approval to remove the condition # 22 regarding the gate:

Candace Ugarte	2960 Almondwood Pl.
Bernie & Shirley Head	2980 Almondwood Pl
Rick & Deb Brown	2990 Almondwood Pl.

RESOLUTION NO. XX-22

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE PROJECT KNOWN AS "RANCHETTES AT NEROLY DESIGN REVIEW (DR 06-21)" WITHIN THE RANCHETTES AT NEROLY SUBDIVISION 9284 LOCATED AT THE SOUTHEST CORNER OF OAKLEY ROAD AND NEROLY ROAD; APNS 041-080-001 AND -002.

FINDINGS

WHEREAS, on May 1, 2021, Cyrus Land Investments, LLC ("Applicant") filed an application requesting Design Review (DR 06-21) approval of floors plans, elevations, colors, and materials of 13 single-family residential lots located within Subdivision 9284 known as the "Ranchettes at Neroly". The application also consists of three floor plans, with eight elevations proposed. Proposed homes consist of single-story plans ranging from 2,995 square-feet to 3,365 square-feet of livable area. The project site is located at the southeast corner of Oakley Road and Neroly Road. The site is zoned R-20 (Single-Family Residential) District. APNs: 041-080-001 and -002.; and

WHEREAS, the Applicant's Plans include house floor plans and architectural elevations, color and material schemes, conceptual front yard landscaping, and a master plotting plan ("Plans"); and

WHEREAS, on March 14, 2022, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project site is designated as *Residential Low (RL)* on the Oakley General Plan Land Use Map per City council Resolution No. 111-18, and zoned R-20 (Single-Family Residential) District per Ordinance No. 15-18; and

WHEREAS, the proposal for house designs and other design elements of the subdivision fall within the scope of the original subdivision's California Environmental Quality Act (CEQA) analysis. A Mitigated Negative Declaration was prepared and filed with the Contra Costa County Clerk and Governor's Office of Planning and Research on July 6, 2018. No further environmental analysis is required; and

WHEREAS, on or before March 1, 2022, 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 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 April 12, 2022, the City Council opened the public hearing and received a report from City Staff, oral and written testimony from the Applicant and 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, 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; and

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, Oakley Residential Design Guidelines, Vesting Tentative Map 9284, the R-20 District, the project plans, and the information submitted to the City Council at its April 12, 2022 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 (hereafter the "Record").

A. Regarding the application requesting Design Review approval for "Ranchettes at Neroly Design Review (DR 06-21)", 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 in that the overall site panning meets required setbacks, circulation and parking, landscape, and buffer requirements; and

2. Architecture, including massing and grouping; facades, entries, and roofs; materials and colors; and screening of trash, loading and service areas, and mechanical equipment in that the architecture and massing of the proposed homes meet the criteria as noted within the adopted Oakley Residential Design Guidelines. The Architectural Character of the proposed single-family homes is consistent with the applicable design guidelines as noted through the Applicant's plans which vary in style, materials, and colors; and

3. Landscaping and site elements, including general landscape areas; entry and plaza enhancements; parking lot landscaping; walls and fences; and lighting in that the front-yard landscaping for each lot is adequately landscaped, including landscaping along the frontage of Oakley Road, Neroly Road, and Almondwood Place. Each lot contains two (2) street trees with the exception of corner lots, which contain four (4) street trees as required per the Residential Design Guidelines. Proposed lighting is sufficient, and will provide additional pedestrian safety; and

4. Streetscapes, including major community entries; highlighted intersections; and district entries in that the streetscape this project will conduct full frontage improvements to the public right-of-way and private property will be installed in compliance with the standards for review as highlighted in the Residential Design Guidelines.

B. The Project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the Applicant's request for approval of the project titled, "Ranchettes at Neroly (DR 06-21)," 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 plans date stamped received by the Planning Division on May 1, 2021 and made a part of the City Council's meeting packet for April 12, 2022, 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 Department Conditions

General:

1. This Design Review is approved, as shown on the plans, date stamped by the Planning Division on March 23, 2022, and as modified by the following conditions of approval, subject to final review by the Community Development Director.

2. This Design Review shall be effectuated within a period of two years from the adoption date of this resolution through issuance of a building permit related to the homes approved with this project. An extension of time may be granted by the City Council upon written request by the applicant filed with the Planning Division within the effective period of this original approval.

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 April 12, 2022, 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. 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).

8. Any model home complex shall have a copy of the City of Oakley's General Plan Land Use Map posted within the sales office or included with the informational material provided to prospective home buyers.

California Environmental Quality Act:

9. The Applicant/Developer shall implement all applicable mitigation measures included it the Subdivision 8728 (Cypress Estates) Initial Study/Mitigated Negative Declaration filed with the Contra Costa County Clerk and Governor's Office of Planning and research on November 1, 2005 and on file with the City of Oakley Planning Division.

Development Regulations:

10. All development regulations applicable to the R-20 District within section 9.1.404 of the OMC shall apply, unless otherwise specified in this resolution.

Referenced Resolution and Conditions of Approval

11. All Conditions of Approval of City Council Resolution No. 111-18 shall remain effective unless explicitly superseded either by a specific condition of approval or obvious design by this Resolution. The Community Development Director shall have final say in any disputes regarding whether a specific condition remains in effect.

12. Condition of Approval 22 of City Council Resolution No. 111-18, regarding the installation of a gate across Almondwood Place shall no longer remain in effect due to the constraints of the proposed gate.

Architectural Details:

13. All plan/elevation combinations that show any materials other than stucco on a column or front facade, where the side elevation is not visible on the plans, shall have that material wrap all sides of the column or around the front facade to the next change in plane. Where wraps are completely visible on the plans, they should continue to either the change in plane, or to the fence line or point where the second story begins, as shown on the approved plans.

14. All trimming and shutters, etc. shall be painted on all three sides in the applicable color. Exceptions may be made for stucco over foam trim where a clean line may not be attainable where the trim meets the house, subject to the review and approval of the Community Development Director.

15. Plot plans shall be submitted with as close as possible to an equal number of architectural types for each plan. In the event any specific architectural type is being proposed too often, or excluded from the mix, Staff may postpone issuing building permits until it can be shown that a more even mix of all types, subject to the total numbers represented by each plan, will exist at build out without over concentration or exclusion in any specific area.

Landscaping:

16. Front yard and right-of-way 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."

17. 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.

18. 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.

19. Each residential lot shall have a minimum of two trees along the street frontage, with the exception of corner lots, which shall have four, per the review and approval of the Community Development Department. The Community

Development Department may allow for a reduction of frontage trees on any given lot line where constraints may occur that limit the number of installed trees.

20. A street tree plan shall be submitted for review prior to issuance of Building Permits. The street trees may be located in the right of way or private property landscaping. If located on the private properties, the trees shall be located as close as feasible to the right of way.

21. The Applicant shall maintain all private landscaping until occupancy.

Energy Efficiency:

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

24. Design and site units so as to take advantage of natural heating and cooling, sun and wind exposure, and solar energy opportunities.

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. 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.

27. 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.

28. Should an improperly abandoned well be discovered on site the project applicant shall obtain a well abandonment permit from the Contra Costa County Environmental Health Department and contract a licensed contractor to

properly abandon the well per state and local regulations for the approval of the City Engineer.

ADVISORY NOTES

THE FOLLOWING ADVISORY NOTES ARE PROVIDED TO THE APPLICANT AS A COURTESY BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.

B. The project will require a grading permit pursuant to the Ordinance Code.

C. Applicant shall comply with the requirements of Ironhouse Sanitary District.

D. The applicant shall comply with the requirements of the Diablo Water District.

E. Comply with the requirements of the East Contra Costa Fire Protection District.

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

G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.

H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

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

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the April 12, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
Randy Pope, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

STAFF REPORT

DATE: April 12, 2022

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

FROM: Kenneth W. Strelo, Planning Manager

SUBJECT: **Quick Quack Car Wash at Laurel Plaza Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20) – Request for approval to construct and operate a 3,595 square foot drive-through car wash facility; APN 035-510-009**

Summary

This is an application by Quick Quack Car Wash Holdings, LLC ("Applicant") requesting approval of a Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20) to construct a new 3,596 square foot ("sf.") drive-through car wash facility located on an approximately 0.8-acre parcel. In addition to the car wash facility, the applicant is requesting approval of vacuum and payment stations, trash enclosures, and associated site improvements ("Project"). The project site is located within the existing Laurel Plaza Shopping Center at the northwest corner of Laurel Road and O'Hara Avenue and is zoned RB (Retail Business) District: APN: 035-510-009.

Background

General Plan

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. (City of Oakley General Plan).

Zoning

Retail Business District (RB) – The purpose of the RB District is to retain small-scale businesses and facilities that will provide a wide range of services to adjacent

neighborhoods and to the community as a whole. Properties in the RB District are intended for small-scale developments that are adjacent to, or within the vicinity of, residential districts. The RB District is found to be compatible with the CO General Plan Designation per Table 2-6 of the General Plan (General Plan/Zoning Compatibility Matrix). The RB District use allowances and development regulations are found in Oakley Municipal Code (OMC) Section 9.1.504. (https://www.codepublishing.com/CA/Oakley/#!/Oakley09/Oakley091.html)

Entitlement History

The Laurel Plaza shopping center was first approved by the City Council on March 11, 2008 through the adoption of Resolution No. 24-08. The approval included the following: 1) Rezoning the property from Neighborhood Business (remnant County zone) to Retail Business (valid City zone), 2) a Tentative Map to subdivide the 7.01-acre site into 5 commercial lots, 3) a Conditional Use Permit for a Rite Aid with a drive-through, and 4) a Development Plan for the Rite Aid with a drive-through.

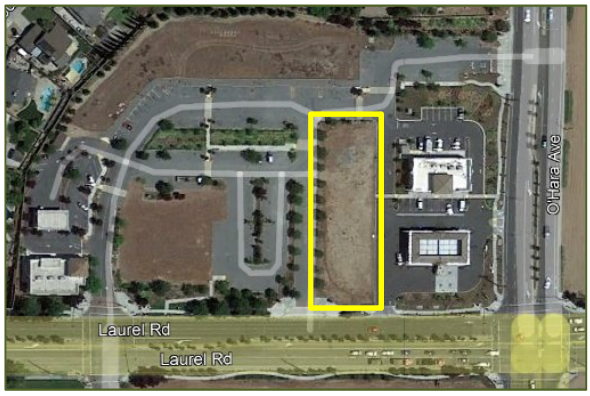
Subsequent entitlements approved by the Planning Commission on April 21, 2008 (PC Resolution No. 05-08) covered development of the remaining parcels within the center, including: a bank with four drive-throughs (existing), grocery store (Fresh and Easy, since withdrawn), and the two larger retail buildings toward the rear of the site (Shop A at 6,000 sf. and Shop B at 15,000 sf.). The Rite Aid on the corner was never pursued for development, and the Fresh and Easy application was withdrawn; however, the site was developed with all off and on site infrastructure when the first building housing the BAC Community Bank was constructed on the most western parcel of the site.

On May 9, 2017, nearly 9 years after the last entitlements and with nothing but the bank moving forward with development, the City Council approved a Conditional Use Permit and Design Review for the Laurel Plaza Mini-Mart and Gas Station (City Council. Resolution No. 55-17). This approval included a 25 foot by 80 foot car wash tunnel to be located in a north/south orientation and on the west side of the store. Free-use outdoor vacuums were also approved. The gas station and retail store was constructed without the car wash and vacuums.

Existing Conditions and Surrounding Land Uses

The approximately 0.8-acre project site is located on the north side of Laurel road, approximately 200 feet west of the Laurel Road and O'Hara Avenue intersection. The site is part of a larger 7.01-acre Laurel Plaza commercial shopping center. The current site is improved with a bank, gas station and mini-mart, parking lot and drive aisles, on-site landscaping, frontage improvements along Laurel Road and O'Hara Avenue, and several graded pad areas for future commercial development.

Figure 1. Aerial of Laurel Plaza and Project Site



The site is located on a main City arterial, Laurel Road, and is adjacent to a residential neighborhood to the north and west. The corner site properties to the south, across Laurel Road, and to the east across O'Hara Avenue are of the same General Plan Land Use Designation and Zoning, and currently vacant. The large vineyard located kitty-corner and on the southeast corner of the intersection is of the same General Plan Land Use Designation, but zoned General Commercial District (C). The active vineyard encompasses the entire parcel. Figure 1 (left) shows an aerial view of Laurel Plaza and the project site from Google Earth imagery dated June 29, 2021

Project Description

Proposed Conditional Use Permit

CUPs are required in order to establish a land use within a zoning district that does not allow establishment by right, but does allow the granting of a land use permit after a public hearing (OMC Section 9.1.1602(f)). Approval of a Conditional Use Permit (CUP) is required in order to establish a "Drive-thru Restaurant and Services" use in the RB District (OMC Section 9.1.504(c)(9)). When approving or conditionally approving a CUP, the decision making body must make specific findings. Those findings relate to whether the site is adequate for the operation, whether the location can be accessed and the streets leading to it can handle the generated traffic, whether the use fits in with the intended character of the area as set forth in the zoning ordinance and General Plan, whether the use allows for continued growth and orderly development of the area and is consistent with various elements of the General Plan, and whether the proposed use and any conditions attached thereto are in compliance with the California Environmental Quality Act (CEQA). The Analysis section of this Staff Report looks at the project in relation to these required findings in more detail.

Proposed Design Review

The Design Review Ordinance (OMC section 9.1.1604) sets forth duties to review, as well as procedures for review and approval of a Design Review application. OMC section 9.1.1604(d) requires Design Review approval for any structure that is above ground or alters the grade in any commercial district, and that the design review shall be heard as a public hearing. The proposed new development fits the criteria above and requires Design Review. The proposed design review covers all of the physical

development of the project, such as the site development, architecture and elevations, landscaping and design of the storm water treatment.

Proposed Site Plan

The project proposed on the approximately 0.8-acre site includes a drive-through car wash main building (3,596 sf. and apx. 30 feet high at peak) that includes two parallel queue lanes that can hold approximately 10 vehicles combined, 11 vacuum stations with 11 parking spaces (1 ADA accessible station/space) covered by a canopy, and five additional parking spaces (1 ADA accessible). The building and car wash tunnel are oriented in a north/south direction with the tunnel entrance on the north and exit with blowers on the south. Landscaping, lighting, and pedestrian walkways and pavement striping are also proposed. The car wash entrance is only accessible from northern portion of the parcel where it abuts the main drive aisle in the shopping center, and the vacuums are accessible either after passing through the car wash or from the east side of the parcel where the visitors also exit. There are driveways on each side of the site that enter from Laurel Road. These are shared driveways with each respective parcel to the east and west and are also shared ingress/egress for the entire shopping center. Pedestrian access to the site is provided from west and east of the parcel as well through an ADA accessible ramp entering from the Laurel Road sidewalk at the front of the site. Table 1 provides a summary of the site plan information.

Table 1. Summary of Site Plan Information

	Existing	Proposed	Total
Site	≈ 0.8 acres.	No change	≈ 0.8 acres.
Building	0 sf.	3,596 sf.	3,596 sf.
Parking Spaces	0	16	16
Trees	10 (to be removed)	20 new 15-gallon	20 (plus 1 in right of way)

Proposed Architecture

The 3,596 sf, one-story building is rectangular in shape with a flat roof that includes a parapet with cornice to decoratively screen rooftop equipment. The height of the cornice is 21’4” at the northern portion of the building, and 18’0” in the middle of the building. The southern end of the building which faces Laurel Road is designed as a raised architectural that includes a hip-style standing seam metal roof. It stands at 30’0”.

The main body uses stucco in two colors, separated by a horizontal band in a third, darker color. Stone veneer is also proposed as a wainscot and as a siding in areas on the main architectural element at the southern end. Architectural pop outs of a different color are proposed at both the tunnel entrance and exit. Figure 2 shows the south

elevation (tunnel exist that faces Laurel Road). Complete color elevations can be found on sheets 23 and 24 of the Applicant's Plans (Attachment 3).

Figure 2. Color Rendering of South Elevation



In addition to the building architecture, the applicant has proposed canopies to cover the pay station and parking spaces that access the vacuum stations. The canopies will stand under 10 feet tall at their peak and consist of a curved overhang style design with standing seam metal roof and poles painted to match the buildings darker trim colors.

Environmental Review

The Laurel Plaza Shopping Center was analyzed pursuant to CEQA in an Initial Study resulting in a Mitigated Negative Declaration (IS/MND). The Notice of Determination (NOD) for the IS/MND (SCH #2008012068) was filed with the Contra Costa County Clerk and Governor's Office of Planning and Research (OPR) on March 31, 2008. Mitigation Measures were adopted for the following impact categories: Aesthetics; Air Quality; Biological Resources; Cultural Resources; Hydrology and Water Quality; Noise; Transportation/Circulation; and Utilities and Service Systems.

Since the original CEQA analysis included development of the whole shopping center, changes from the original plan are only required to be re-analyzed where they may differ from the original project. In this case, the proposed project and the adjacent proposed project for a car wash were jointly analyzed for traffic-related impacts and compared to those originally analyzed. The potential traffic impacts were analyzed by Kimley-Horn and Associates, Inc. in a study titled, "Oakley McDonald's and Quick Quack Traffic Analysis," dated March 15, 2021. In addition to being conducted by Kimley-Horn, the study was peer reviewed by the City by TJKM Transportation Consultants. Per the conclusion of the traffic study, the proposed project would not result in any new traffic impacts compared to the previously approved project. The project would generate approximately 626 fewer trips daily, 28 fewer trips in the AM peak hour, and 22 fewer trips in the PM.

Since there is no new mitigation required for this project, the project has been deemed to be within the scope of the previously adopted Mitigated Negative Declaration (SCH # 2008012068). No additional environmental review is necessary.

Analysis

Laurel Plaza Supplemental Traffic Operations Analysis Assessment Work Session

A supplemental traffic study dated January 7, 2022 was conducted for the Laurel Plaza shopping center with a focus on two projects, including the subject project and a recently denied project (McDonald's Drive-Through Quick Serve Restaurant at Laurel Plaza Conditional Use Permit (CUP 03-20) and Design Review (DR 09-20)). During that work session, the City Council individually provided feedback to Staff and the applicants based on recommendations in the study. The recommendations for the McDonald's project are now moot, but the recommendation specific to the Quick Quack project are still relevant and summarized below:

- To provide for safe and more efficient on-site circulation, shift the Quick Quack internal connector south to align with the McDonalds driveway.

Since this traffic study was conducted, Quick Quack has modified the site plan by flipping the building's north/south alignment. As a result, the driveway referenced in the recommendation no longer exists and instead an "escape lane" exit is located on that

side. This would likely only be used by customers that either accidentally enter the drive-through queue lanes, or that decide to exit prior to continuing with a car wash. Therefore, that recommendation is no longer relevant.

Other recommended enhancements included installing signs within Laurel Plaza to deter non-customers from using Laurel Plaza as student drop-off and pick-up. There were also three recommended off-site enhancements as follows:

- Modifying the traffic signal phasing and timing to install leading pedestrian intervals at the intersection to improve pedestrian visibility and reduce potential conflicts between pedestrians and vehicles.
- Installing blank out "No Turn on Red" signage for the eastbound and southbound approaches. This signage should be operational during school pick-up and drop-off periods only.
- Installing high-visibility crosswalks with advanced stop bars for all crosswalks.

These recommendations have been identified as enhancing the existing conditions rather than conditions on the proposed project. They have not been proposed as conditions of approval on the proposed project.

Conditional Use Permit

The proposed use is defined as "Drive-through Restaurant and Services", which is allowed in the Retail Business (RB) District with the approval of a Conditional Use Permit (CUP). The purpose of a CUP is to allow for uses that are not allowed by right, and to ensure that the proposed land use is compatible with the surrounding land uses in the neighborhood.

Conditional Use Permit Findings

There are five required findings that must be made in order for a conditional use permit to be approved (OMC Section 9.1.1602(f)). The five findings are summarized as follows:

1. The site is adequate in size and shape to accommodate the use;
2. The site relates to streets and highways adequate in width and pavement type to carry traffic generated by the use;
3. The proposed use will be arranged, designed, constructed, operated, and maintained so as to be compatible with the intended character of the area as intended in the General Plan and applicable zoning;
4. The proposed use allows for the continued growth and orderly development of the community and is consistent with the various elements of the General Plan; and
5. The proposed use, including conditions of approval, will be established in compliance with CEQA.

In the case of the proposed use, the site is adequate in size and shape in that the entirety of the use and all required setbacks, parking, landscaping and circulation is able to be accommodated. The adjacent roadways (Laurel Road and O'Hara Avenue) are both adequate to carry any traffic generated by the use. (Findings 1 and 2).

The use will be arranged, designed, constructed, operated, and maintained to be compatible with the intended character of the area and General Plan and zoning in that the applicant has taken input from the public, City Council and Staff and flipped the building to move the dryer blowers further from the adjacent residential uses to the north of Laurel Plaza to further reduce the potential noise impact they may cause. It is noted that the original acoustical analysis found that the dryer blowers even in the original orientation of the building would not be expected to exceed the General Plan noise thresholds. Flipping the building has been analyzed to further reduce the noise on adjacent residential uses per the follow up acoustical analysis. The applicant has agreed to conduct additional acoustical analysis once the use is fully operational to confirm the noise levels and if necessary, due to an unexpected exceedance of General Plan thresholds, further mitigate the noise through planting of additional landscaping at the property line or other measures. This has been addressed through a condition of approval. Normal hours of operation are conditioned to be from 7:00 a.m. to 8:00 p.m. The applicant has also proposed to not open the car wash for business on days Oakley Union Elementary School District schools are in session until 8:30 a.m. This would ensure operation is not started until most school age pedestrians are in class. (Finding 3).

As designed and operated through the applicant's requests and included conditions of approval the use will allowed for continued orderly growth consistent with the various applicable General Plan elements. (Finding 4).

The project falls within the scope of the Laurel Plaza environmental analysis and has been shown to not create any new potentially significant impacts not already identified and mitigated for in the original CEQA analysis. (Finding 5).

Staff's analysis finds that the proposed "Drive-through Restaurant and Services" use, as proposed and conditioned is found to be consistent with the required findings as found in OMC Section 9.1.1602(f).

Design Review

The proposed plans were analyzed for consistency with the applicable development regulations in the Oakley Municipal Code and adopted City of Oakley Commercial and Industrial Guidelines ("Guidelines").

Circulation/Parking

Vehicular access to the proposed car wash is mostly from the northern entrance that connects to the main driveway running through the shopping center. It is also possible if only access to the vacuum stations is desired from the driveway that access the center from Laurel Plaza and to the east of the parcel. This is one more vehicle than the drive-through lanes are designed to queue, but the parking lot is able to handle this additional vehicle without any impacts to circulation or parking or create any spillover into the main shopping center drive aisle or onto Laurel Road. Pedestrian circulation and access to nearby sites is found to be adequate and identified well through striping.

On-site/off-street parking complies with the Oakley Municipal Code. The parking area, including spaces that have access to the vacuum stations, consists of 16 spaces (2 ADA accessible). OMC off-street parking requirements do not have an established criteria for stand-alone car washes; however, given customers using the site are either in their vehicles going through the wash, or parked at a vacuum station, the only other parking needs would be employees, and there would be at five spaces for that, not including shared shopping center spaces outside of the parcel.

Building Design

This section analyzes the proposed building's compliance with applicable development regulations and design guidelines. The proposed rectangular building is 30 feet tall at the highest point of the hip element facing Laurel Road. OMC allows buildings up to 35 feet tall in the RB District; therefore, the proposed height complies with the municipal code. Maximum site coverage and floor area ratio[1] (FAR) for the RB District are 40% and 1.0, respectively. The building, trash enclosure, and vacuum canopies occupy approximately 17% of the site and since those are all single-story, they result in a FAR of approximately .17. The proposed site coverage and FAR, even with the trash enclosure and vacuum canopies, are well below the maximum allowances, and comply with the municipal code.

Architecture on the building consists of quality materials and is of a color palette that complements both the existing mini-mart and bank (beige and brown tones). The architectural style is similar to the different from the mini-mart and bank in that it does include the elevated hip roof at the main "storefront." A yellowish paint color is used for the architectural pop outs at the entrance and exit of the tunnel. This choice of color allows a bit of the corporate theme to be used while maintaining consistent with Oakley's design guidelines of using secondary materials such as stone veneer.

[1] Floor area ratio is the ratio of floor area (not just building coverage) of a building or buildings to the site they occupy.

Design Review Findings

Staff's analysis finds that the proposed site development and building design, as proposed and conditioned, is found to be meet the standards of review as found in OMC Section 9.1.1604(f). Complete findings are found in the attached Proposed Resolution and summarized below:

- The overall site planning meets required setbacks, circulation and parking, landscape, and buffer requirements, and locates the trash enclosure in a manner where it has minimal interference with the proposed use and other nearby uses;
- Architecture and massing of the building meets the criteria as found in the adopted Oakley Commercial and Industrial Design Guidelines. Roof top equipment is screened from public view.
- The site is adequately landscaped, including the addition of trees for aesthetic and parking lot shade. Lighting is sufficient, and as conditioned, will provide additional pedestrian safety.
- The streetscape is existing and already in compliance with the standards for review.

Findings

Draft findings for the Conditional Use Permit and Design Review can be found in the proposed resolution.

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.

Staff Recommendation

Staff recommends the City Council approve the project titled, "Quick Quack Car Wash Restaurant at Laurel Plaza Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20)," as conditioned.

Attachments

1. Vicinity Map
2. Public Hearing Notice
3. Applicant's Plans
4. Proposed Conditional Use Permit and Design Review Resolution

In City Clerk's Reading File

1. Oakley McDonald's and Quick Quack Traffic Analysis, dated March 15, 2021: (https://www.ci.oakley.ca.us/wp-content/uploads/2021/04/McDonalds-and-Quick-Quack-Traffic-Analysis_03-15-2021.pdf

2. Laurel Plaza Supplemental Traffic Operations Analysis Assessment, dated January 7, 2022: (https://www.ci.oakley.ca.us/wp-content/uploads/2022/01/Laurel-Plaza-Supplemental-Traffic-Operations-Analysis-Assessment_2022-01-07.pdf)

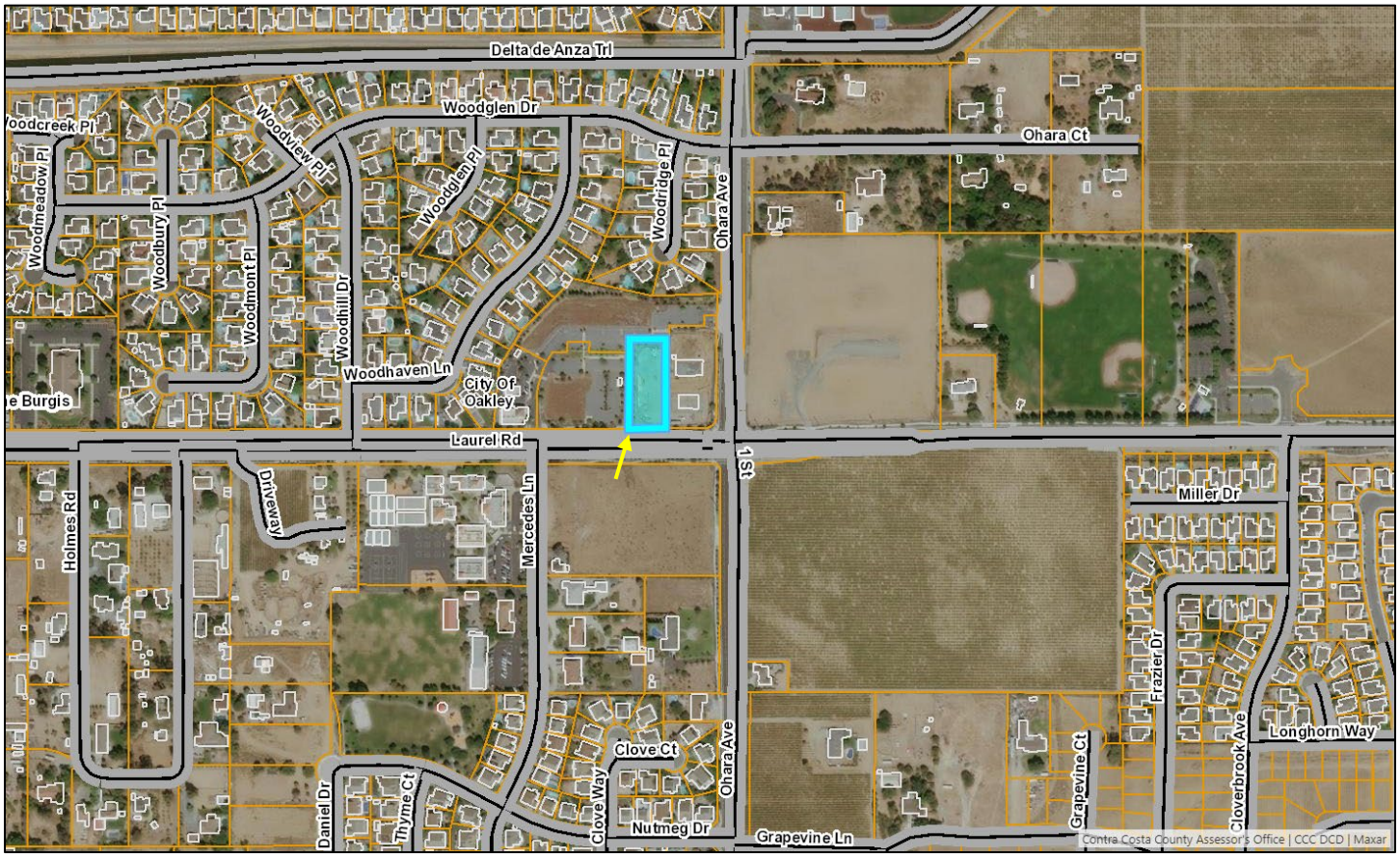
3. Quick Quack Noise Impact Study, dated March 15, 2021: (https://www.ci.oakley.ca.us/wp-content/uploads/2022/02/Quick-Quack-Noise-Impact-Study_03-15-2021.pdf)

4. Quick Quack Updated Noise Impact Study, dated December 8, 2021: (https://www.ci.oakley.ca.us/wp-content/uploads/2022/02/Quick-Quack-Updated-Noise-Impact-Study_2021-12-08.pdf)

Any other documents referenced in this Staff Report or in other documents made a part of this project's public record can be requested from the City of Oakley Planning Division.

Vicinity Map

Quick Quack Car Wash at Laurel Plaza Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20)
APN: 035-510-009





City of Oakley
3231 Main Street
Oakley, CA 94561
www.oakleyinfo.com

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **April 12, 2022** 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 for a **Conditional Use Permit** and **Design Review** as described below:

Project Name: Quick Quack Car Wash at Laurel Plaza Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20).

Project Location: North of Laurel Rd. within the Laurel Plaza Shopping Center. APN 035-510-009. Oakley, CA 94561

Applicant: Quick Quack Car Wash Holdings, LLC. 1380 Lead Hill Blvd., Suite 260, Roseville, CA 95661.

Request: Application by Quick Quack Car Wash Holdings, LLC. ("Applicant"), requesting approval of a Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20) to construct a new 3,596 sf. drive-through car wash facility located on an approximately 0.8-acre parcel. In addition to the car wash facility, the applicant is requesting approval of vacuum and payment stations, trash enclosures, and associated site improvements ("Project"). The project site is located within the existing Laurel Plaza Shopping Center at the northwest corner of Laurel Road and O'Hara Avenue and is zoned RB (Retail Business) District: APN: 035-510-009.

How to Review: The Staff Report and its attachments will be available for public review, on or before **April 7, 2022** 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 **April 12, 2022** agenda and clicking the project title link. (Note: City Hall is closed on the 1st and 3rd Fridays of each month). Interested persons are invited to submit written comments prior to and may testify at the public hearing. Written comments may be submitted to Kenneth W. Strelo, Planning Manager 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.

NEW CAR WASH FACILITY

QUICK QUACK CAR WASH
AT LAUREL PLAZA
LAUREL ROAD
OAKLEY, CA. 94561
APN: 035-510-009
QUICK QUACK SITE I.D. #8-034

CONTACT INFORMATION

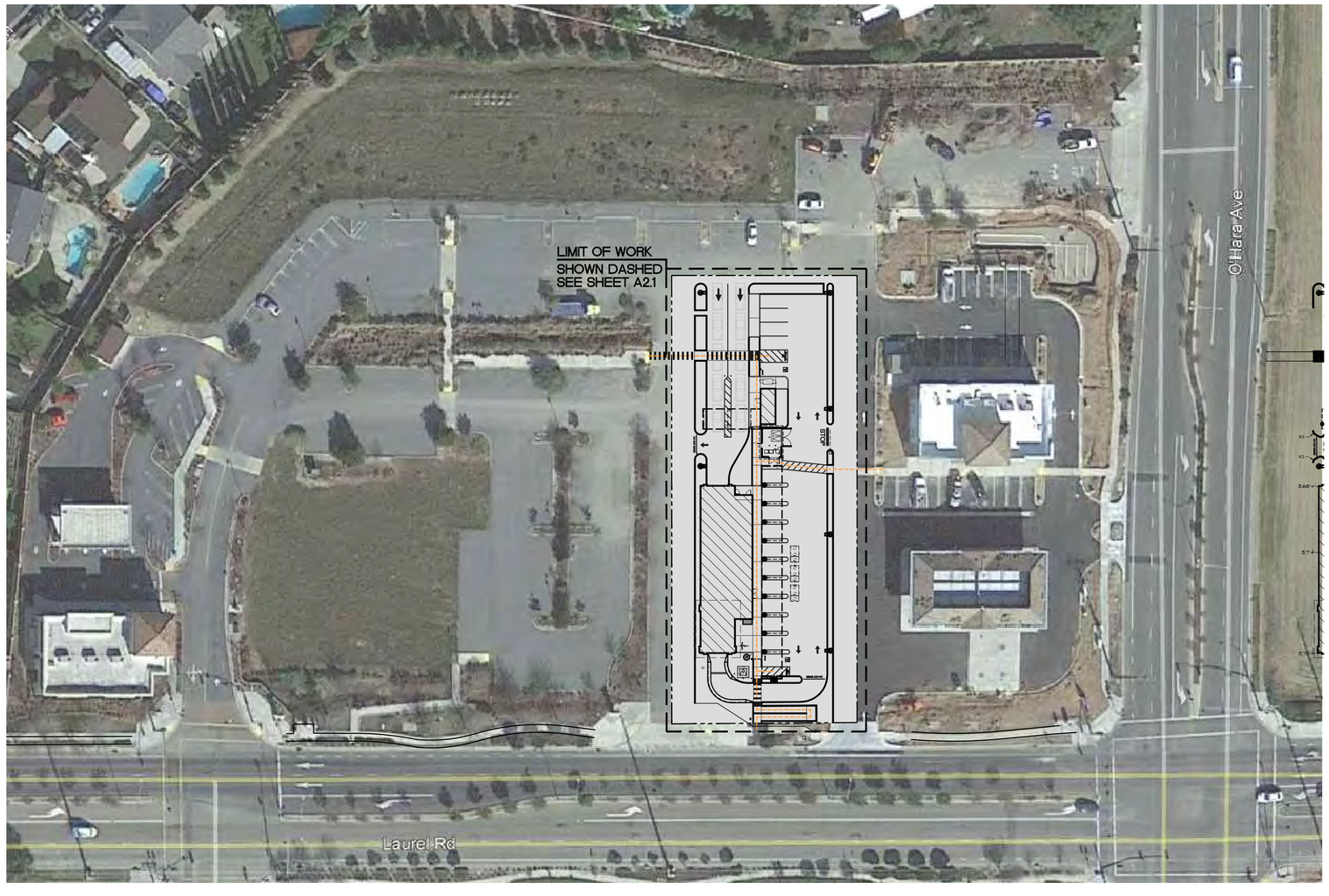
APPLICANT: QUICK QUACK DEVELOPMENT II, LLC
ATTN: EFRAIN CORONA
1380 LEAD HILL BLVD #260
ROSEVILLE, CA. 95661
916.846.2100
EFRAINC@DONTDRIVEDIRTY.COM

OWNER: O'HARA PROPERTIES, LLC
C/O BLACKHAWK PROPERTIES
3820 BLACKHAWK ROAD
DANVILLE, CA. 94506
707.736.1571
EARL@BLACKHAWKPROPERTIES.COM

ARCHITECT: CRM ARCHITECTS
ATTN: BRIAN FIRENZE
5800 STANFORD RANCH #720
ROCKLIN, CA. 95765
916.451.1500
BRIANF@CRMARCHITECTS.COM

DRAWING INDEX

NO.	DRAWING TITLE
A1.0	AERIAL SITE PLAN AND COVER SHEET
C1.1	CIVIL COVER SHEET
C2.1	HORIZONTAL CONTROL PLAN
C3.1	GRADING PLAN
C4.1	UTILITY PLAN
C5.1	STORM WATER CONTROL PLAN
VTM-1	VEHICLE TRAFFIC MOVEMENT
VTM-2	VEHICLE TRAFFIC MOVEMENT
1	ALTA COVER PAGE
2	ALTA SURVEY
A2.0	OVERALL SITE PLAN
A2.1	SITE PLAN
A2.2	LANDSCAPE PLAN
A2.3	PHOTOMETRIC PLAN
A3.0	FLOOR PLAN
A3.1	ROOF PLAN
A3.2	BUILDING SECTIONS
A3.3	CAMERA LOCATION PLAN
A4.0	CAR WASH EXTERIOR ELEVATIONS
A4.1	CAR WASH EXTERIOR ELEVATIONS
A4.2	ARCH ELEVATIONS
A4.3	PILASTER ELEVATIONS
A4.4	COLOR ELEVATIONS
A4.5	COLOR ELEVATIONS
A5.0	PAY CANOPY ELEVATIONS
A5.1	VACUUM CANOPY ELEVATIONS
A5.2	VACUUM CANOPY COLOR ELEVATIONS
A6.0	SITE ELEMENTS



PROJECT SUMMARY

THE PROJECT CONSISTS OF BUT IS NOT LIMITED TO:

CONSTRUCTION OF:
NEW CAR WASH FACILITY, INCLUDING BUT NOT LIMITED TO NEW CONCRETE WALKS, DRIVE AISLES, CURBS, LANDSCAPING, VACUUM STATIONS, UTILITIES, AND ALL ASSOCIATED FIXTURES, FURNISHINGS AND EQUIPMENT.

PROJECT INFORMATION

EXISTING ZONING:	RB RETAIL BUSINESS
PROPOSED ZONING:	RB RETAIL BUSINESS
GENERAL PLAN DESIGNATION:	COMMERCIAL (C)
APN:	035-510-009
SITE AREA	34,751 +/- S.F.
SITE ACRE	.793 +/- ACRE
NEW LANDSCAPE AREA:	5,974 S.F.
NEW OFF-SITE LANDSCAPE AREA:	145 S.F.
TOTAL LANDSCAPE AREA:	6,119 S.F.
ON-SITE LANDSCAPE %:	17%
QUICK QUACK PARKING	
VACUUM STALL PARKING:	10 STALLS
PARKING STALLS:	SHARED
ADA PARKING:	1 STALLS (VACUUM)
CARWASH BUILDING AREA:	3,595 S.F.
TOTAL PROPOSED CANOPY AREA:	2,215 S.F.
TOTAL PROPOSED ENCLOSURE AREA:	262 S.F.
TOTAL COMBINED AREA:	6,072 S.F.
FAR OF AREA OF WORK:	.17 FAR
PROPOSED CARWASH AREA:	3,595 S.F.
STORIES:	1 STORY
HEIGHT:	29'-0"
CONSTRUCTION TYPE:	VB
OCCUPANCY:	B
SPRINKLERS	NO
PROPOSED PAY STATION CANOPY AREA:	465 S.F.
STORIES:	1 STORY
HEIGHT:	9'-9"
CONSTRUCTION TYPE:	VB
OCCUPANCY:	B
SPRINKLERS	NO
PROPOSED NORTH VACUUM CANOPY AREA:	1,072 S.F.
STORIES:	1 STORY
HEIGHT:	9'-9"
CONSTRUCTION TYPE:	VB
OCCUPANCY:	B
SPRINKLERS	NO
PROPOSED SOUTH VACUUM CANOPY AREA:	678 S.F.
STORIES:	1 STORY
HEIGHT:	9'-9"
CONSTRUCTION TYPE:	VB
OCCUPANCY:	B
SPRINKLERS	NO
PROPOSED TRASH/VACUUM ENCLOSURE AREA:	262 S.F.
STORIES:	1 STORY
HEIGHT:	11'-0"
CONSTRUCTION TYPE:	VB
OCCUPANCY:	N/A
SPRINKLERS	YES

City of Oakley
MAR 17, 2022
RECEIVED

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CRM Architects & Planners, Inc.
Carissimi Rohrer McMullen Architects and Planners, Inc.
5800 Stanford Ranch Road #720, Rocklin, CA 95765
phone: (916) 451-1500

REVISIONS
DATE DESCRIPTION
1
2
3
4
5
6
7
8
9
10

QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

COVER SHEET
AERIAL SITE PLAN

DATE: JANUARY 2022
CRM PROJECT #: 1919

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LICENSED ARCHITECT
BRUCE MICHAEL LAMOSE
NO. C-29480
REN. 11/30/23
STATE OF CALIFORNIA

PLANNING DOCUMENTS

A1.0

GENERAL ABBREVIATIONS / LEGEND

BFP	BACKFLOW PREVENTER
CB	CATCH BASIN
CL	CENTERLINE
DCV	DETECTOR CHECK VALVE
DE	DIRT ELEVATION
DWY	DRIVEWAY
E	ELECTRICAL LINE
EB	ELECTRIC BOX
EP	EDGE OF PAVEMENT
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISHED FLOOR
FL	FLOWLINE
FS	FINISHED SURFACE/FIRE SERVICES
G	GAS PIPE
GB	GRADE BREAK
GM	GAS METER
GP	GUARD POST
GR	GRATE
HCR	HANDICAP RAMP
INV	INVERT
JP	JOINT POLE
JT	JOINT TRENCH
LF	LINEAR FEET
MW	MONITORING WELL
OHE	OVERHEAD ELECTRIC
OHT	OVERHEAD TELEPHONE
PAE	PUBLIC ACCESS EASEMENT
PB	PULL BOX
PCC	PORTLAND CEMENT CONCRETE
PG&E	PACIFIC GAS & ELECTRIC
PIV	POST INDICATOR VALVE
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RIDGE LINE
RCP	REINFORCED CONCRETE PIPE
RPP	REDUCED PRESSURE PRINCIPLE BACKFLOW
SD	STORM DRAIN PIPE
SDCB	STORM DRAIN CATCH BASIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER PIPE
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
T	TELEPHONE LINE
TC	TOP OF CURB
TH	TOP OF CONCRETE HEADER
TORW	TOP OF RETAINING WALL
TP	TELEPHONE POLE
TS	TRAFFIC SIGNAL
TSB	TRAFFIC SIGNAL BOX
VG	VALLEY GUTTER
W	WATER PIPE
WM	WATER METER

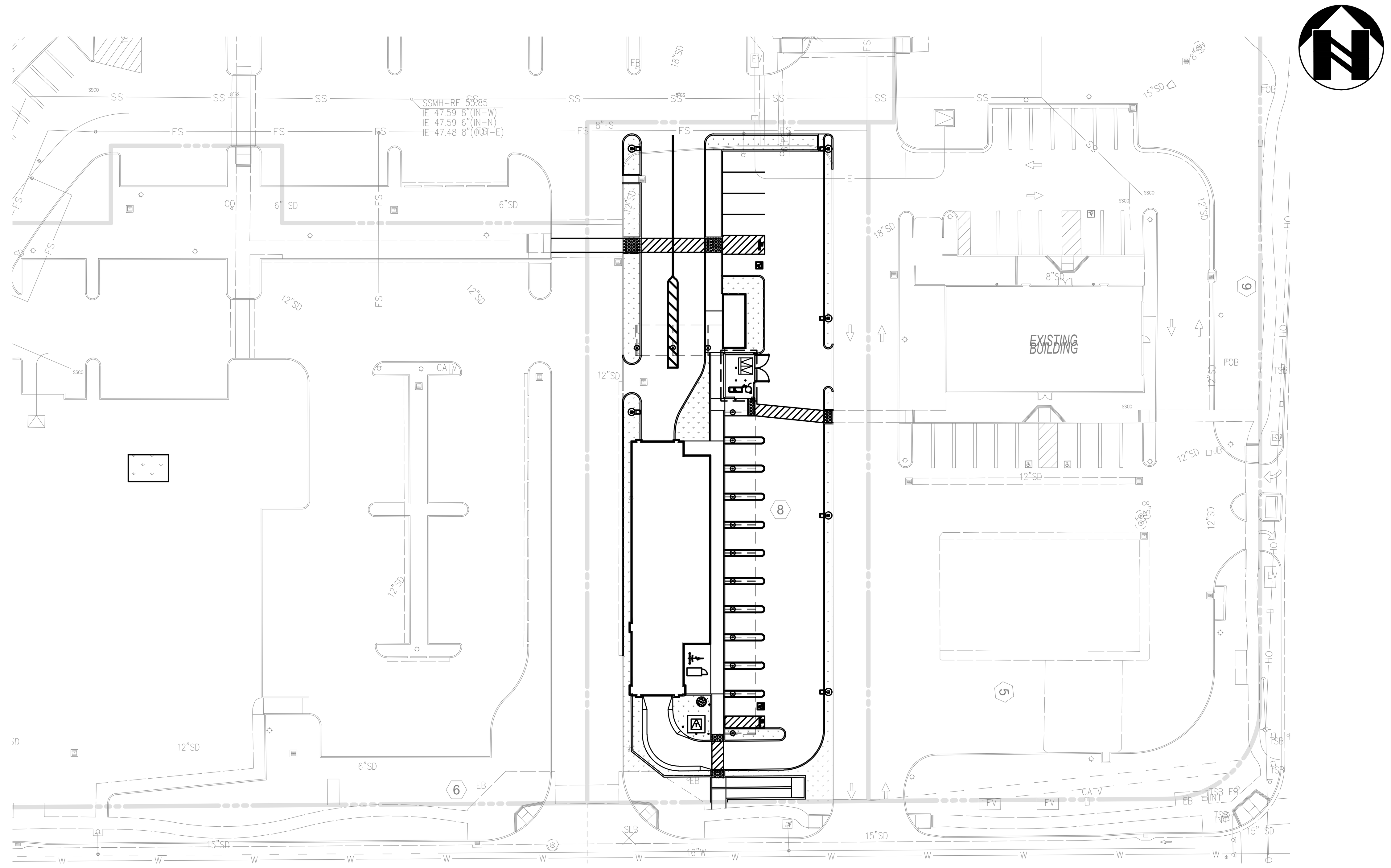
MW MONITORING WELL
POWER POLE
IRON PIPE
RAILROAD SPIKE
STANDARD CITY MONUMENT
SURVEY MONUMENT
STORM DRAIN MANHOLE
STREET SIGN
STREET LIGHT
WV WATER VALVE
12" TREE WITH SIZE
TREE REMOVAL
T TRANSFORMER
BARBED WIRE FENCE
CHAIN-LINKED FENCE
WOOD FENCE
SAWCUT LINE
WALL
SD EXISTING STORM DRAIN CATCH BASIN
WM EXISTING WATER METER / GAS METER
EXISTING SANITARY SEWER CLEANOUT
EXISTING FIRE HYDRANT
S EXISTING SANITARY SEWER MANHOLE
STORM DRAIN MANHOLE
WV EXISTING WATER VALVE
GV EXISTING GAS VALVE
51 EXISTING CONTOUR
XX.XX EXISTING ELEVATION
TC XX.XX FS XX.XX TC – TOP OF CURB ELEVATION
FS – FINISHED SURFACE
GR XX.XX GR – GRATE ELEVATION
FL XX.XX FL – FLOW LINE
XX.XX H.P. HP – HIGH POINT
51 PROPOSED CONTOUR
3.0% SLOPE
PROPOSED CURB
PROPOSED BIOSWALE CURB
PROPOSED CURB AND GUTTER
PROPOSED FIRE LANE
HANDICAP RAMP

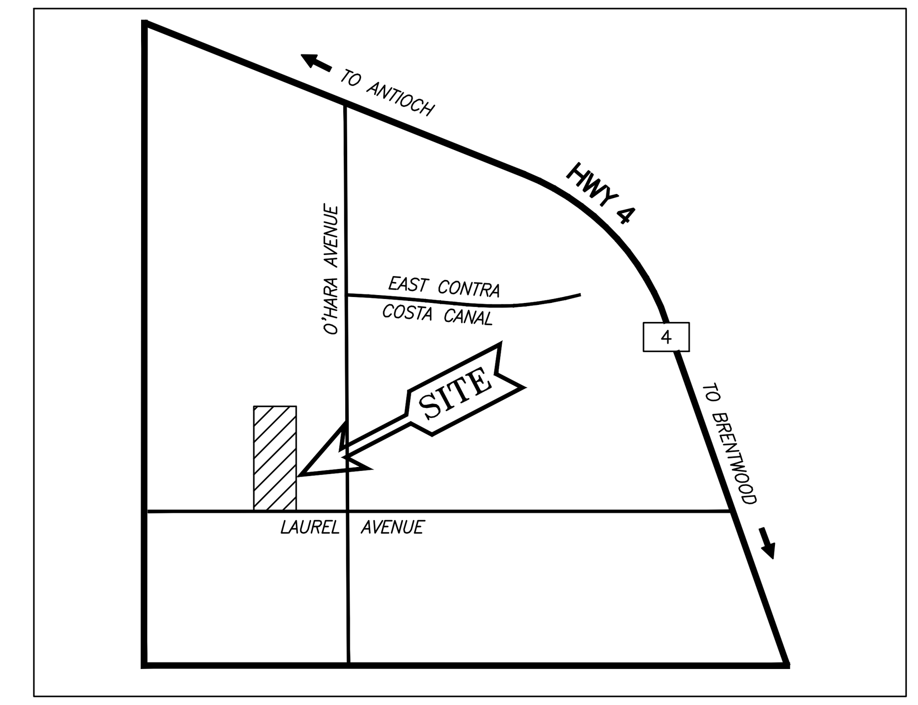
6"W EXISTING WATER LINE
2"G EXISTING GAS LINE
8"SS EXISTING SANITARY SEWER LINE
SD EXISTING STORM DRAIN LINE
E EXISTING ELECTRICAL LINE
TEL EXISTING TELEPHONE LINE
6"FS PROPOSED FIRE SERVICE
W PROPOSED WATER LINE
2"G PROPOSED GAS LINE
S PROPOSED SANITARY SEWER LINE
PROPOSED STORM DRAIN LINE
E PROPOSED ELECTRICAL LINE
TEL PROPOSED TELEPHONE LINE
JUT PROPOSED JOINT UTILITY TRENCH
R R R RIDGE LINE
PROPOSED FENCE
PROPERTY LINE
MATCH LINE
LIMIT OF DEMOLITION
GB GB GRADE BREAK
307 PROPOSED CONTOUR
3.0% SLOPE

GV PROPOSED GAS VALVE
OVERLAND RELEASE
CONTROLLER CABINET
FIRE HYDRANT
GUY POLE
HANDICAP SPACE
PROPOSED STORM DRAIN CATCH BASIN
WM ■ ■ GM PROPOSED WATER METER / GAS METER
PROPOSED SANITARY SEWER CLEANOUT
PROPOSED STORM DRAIN CLEANOUT
PROPOSED FIRE HYDRANT
PROPOSED SANITARY SEWER MANHOLE/
STORM DRAIN MANHOLE

QUICK QUACK CAR WASH
STORE # 27-034
AT LAUREL PLAZA
OAKLEY, CALIFORNIA
CONTRA COSTA COUNTY

SITE KEY MAP 1"=40'





VICINITY MAP
NOT TO SCALE

SHEET INDEX

CIVIL

C-1.1 COVER SHEET
C-2.1 HORIZONTAL CONTROL PLAN
C-3.1 GRADING PLAN
C-4.1 UTILITY PLAN
C-5.1 STORMWATER CONTROL PLAN
VTM-1 VEHICLE TRAFFIC MOVEMENT
VTM-2 VEHICLE TRAFFIC MOVEMENT
SHEET 1 OF 2 ALTA SURVEY
SHEET 2 OF 2 ALTA SURVEY

PROJECT DATA

UTILITY NOTE

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 WITH THE EXCEPTION OF UNDERGROUND UTILITY LINES. THE LOCATIONS OF THESE UNDERGROUND UTILITY LINES HAVE BEEN COMPILED FROM AVAILABLE PLANS AND NO WARRANTY IS IMPLIED AS TO THE EXACT LOCATION OF THESE LINES. 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.

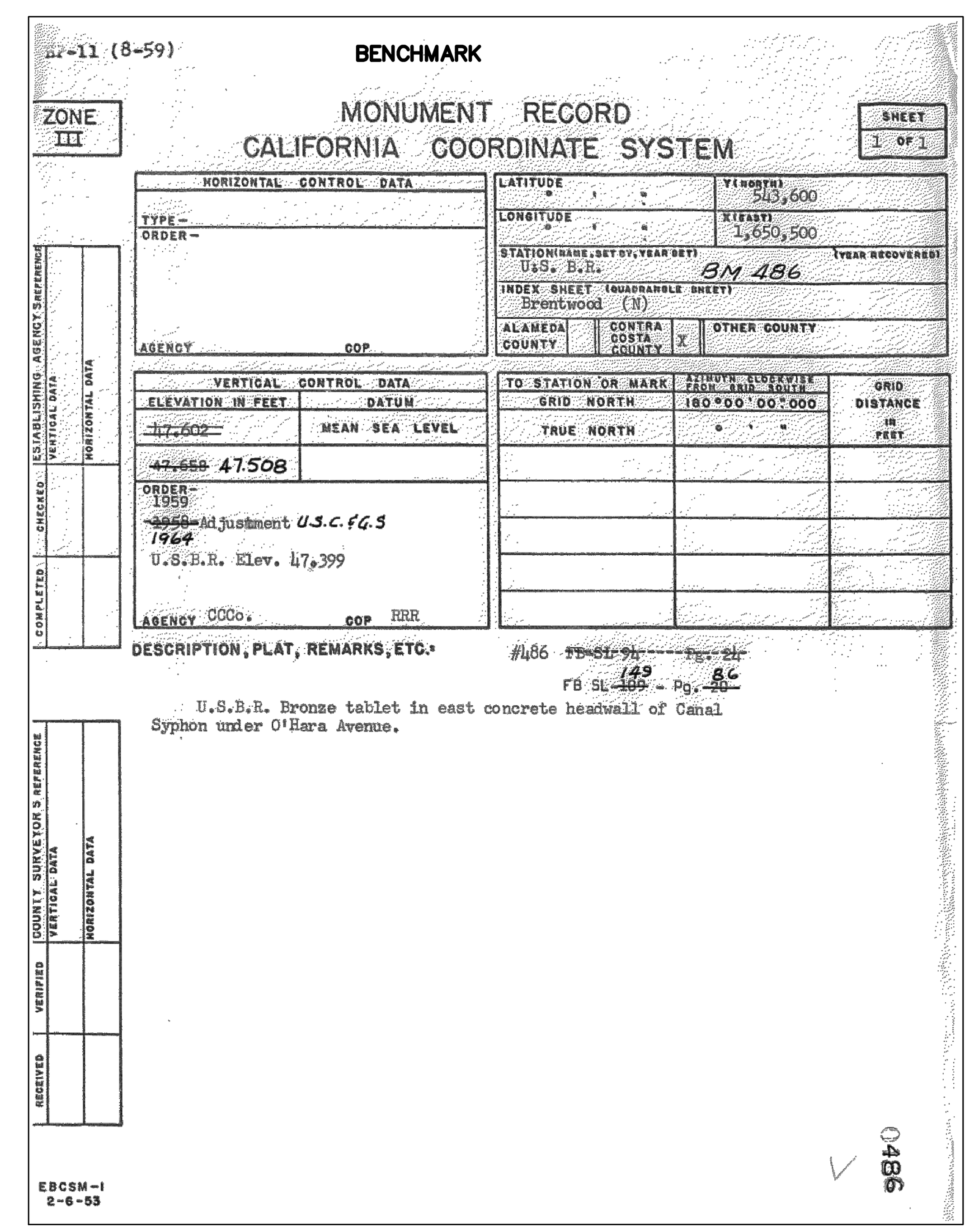
FLOOD ZONE NOTE:

THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 060766 0355 G, DATED MARCH 21, 2017, AS BEING LOCATED IN FLOOD ZONE "X"; AREAS OF DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD. INFORMATION WAS OBTAINED FROM THE FEMA WEBSITE (WWW.FEMA.GOV) ON JULY 28, 2020.

BASIS OF BEARINGS:

THE BEARING OF NORTH 01° 01' 36" EAST TAKEN ON THE CENTERLINE OF O'HARA DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON AUGUST 13, 2014 IN BOOK 11 OF PARCEL MAPS AT PAGE 32, SAN BENITO COUNTY RECORDS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

BENCHMARK:



BP-11 (8-59) **BENCHMARK**

ZONE III

MONUMENT RECORD
CALIFORNIA COORDINATE SYSTEM

SHEET 1 OF 1

HORIZONTAL CONTROL DATA
TYPE –
ORDER –
AGENCY COP

LATITUDE
LONGITUDE
Y (NORTH) 543,600
X (EAST) 1,650,500
STATION (NAME, SET BY, YEAR SET) U.S. B.R. BM 486 (YEAR RECOVERED)
INDEX SHEET (QUADRANGLE SHEET) Brentwood (N)
ALAMEDA COUNTY | CONTRA COSTA COUNTY X | OTHER COUNTY

VERTICAL CONTROL DATA

ELEVATION IN FEET	DATUM
~~47.602~~	MEAN SEA LEVEL
~~47.658~~ 47.508	

ORDER – 1959
~~1958~~ Adjustment U.S.C.&G.S 1964
U.S.B.R. Elev. 47.399
AGENCY CCCo. COP RRR

TO STATION OR MARK	AZIMUTH CLOCKWISE FROM GRID SOUTH	GRID DISTANCE IN FEET
GRID NORTH	180°00'00".000	
TRUE NORTH	° ' "	

ESTABLISHING AGENCY'S REFERENCE: VERTICAL DATA / HORIZONTAL DATA — CHECKED — COMPLETED
COUNTY SURVEYOR'S REFERENCE: VERTICAL DATA / HORIZONTAL DATA — VERIFIED — RECEIVED

DESCRIPTION, PLAT, REMARKS, ETC.: #486 ~~FB SL 94~~ – Pg. ~~24~~
FB SL ~~109~~ 149 – Pg. ~~20~~ 86

U.S.B.R. Bronze tablet in east concrete headwall of Canal Syphon under O'Hara Avenue.

EBCSM-1
2-6-53

0486

PROJECT CONTACTS

DEVELOPER

QUICK QUACK CAR WASH
1380 LEAD HILL BLVD SUITE 260
ROSEVILLE, CALIFORNIA 95661
PHONE: (916) 846-2100
EFRAIN CORONA

CIVIL ENGINEER

ams associates, inc.
801 YGNACIO VALLEY ROAD, SUITE 220
WALNUT CREEK, CA 94596
PHONE: (925) 943-2777
FAX: (925) 943-2778
EMAIL: AL@AMSASSOCIATES.US

ARCHITECT

CRM ARCHITECTS & PLANNERS, INC.
5900 FOLSOM BLVD
SACRAMENTO, CALIFORNIA 95819
PHONE (916)451-1500
FAX: (916)451-1600
EMAIL: markm@crmarchitects.com
MARK MCIIVAIN

CITY OF OAKLEY PUBLIC WORKS

3231 MAIN STREET
OAKLEY, CALIFORNIA 94561
PHONE: (925) 625-7000
FAX: (925) 625-9194

FIRE AGENCY

EAST CONTRA COSTA FIRE PROTECTION
DISTRICT – STATION 93
530 O'HARA AVE.
OAKLEY, CALIFORNIA 94561
PHONE: (925) 634-3400
FAX: (925) 240-2130

WATER AGENCY

MIKE YERAKA
DIABLO WATER DISTRICT
87 CAROL LN.
OAKLEY, CALIFORNIA 94561
PHONE: (925) 625-3798
www.diablowater.org

SEWER DISTRICT

JENNIFER SKREL
IRON HOUSE SANITARY DISTRIC
450 WALNUT MEADOWS DRIVE
OAKLEY, CALIFORNIA 94561
PHONE: (925) 625-2279
FAX: (925) 625 0169
www.ironhousesanitarydistrict.com

CALL BEFORE YOU DIG — USA — 800-227-2600

DESCRIPTION	DATE	BY	REV #

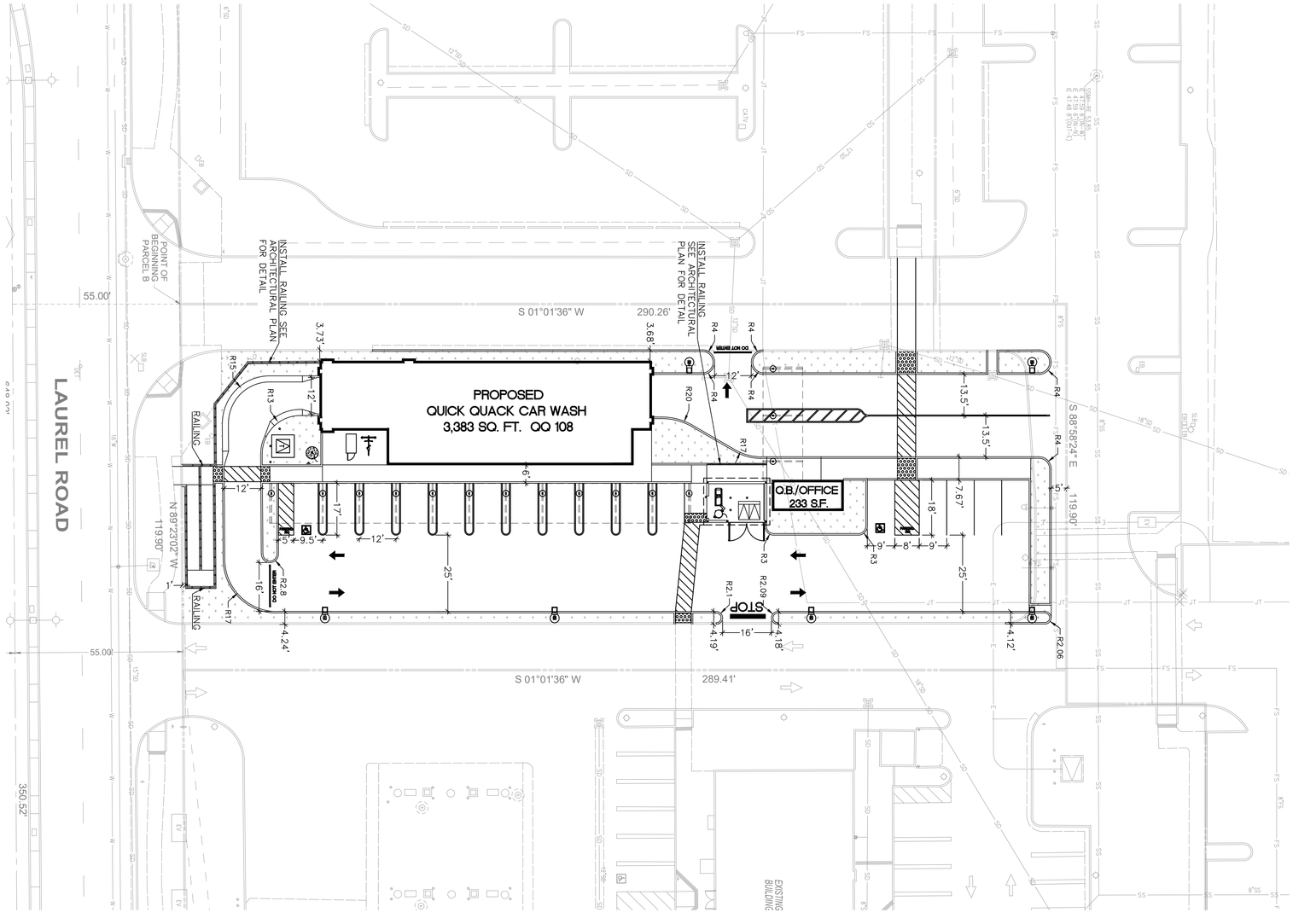
DATE: 02-25-22
SCALE:
DESIGNED:
DRAWN:
CHECKED:
PROJ. MGR: RB
FILE PATH:

REGISTERED PROFESSIONAL ENGINEER — No. 3314 — Exp. 6-30-22 — STATE OF CALIFORNIA

ams associates, inc.
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778
PLANNING ENGINEERING SURVEYING

COVER SHEET
QUICK QUACK CAR WASH 27-034
LAUREL PLAZA
OAKLEY CONTRA COSTA COUNTY CALIFORNIA

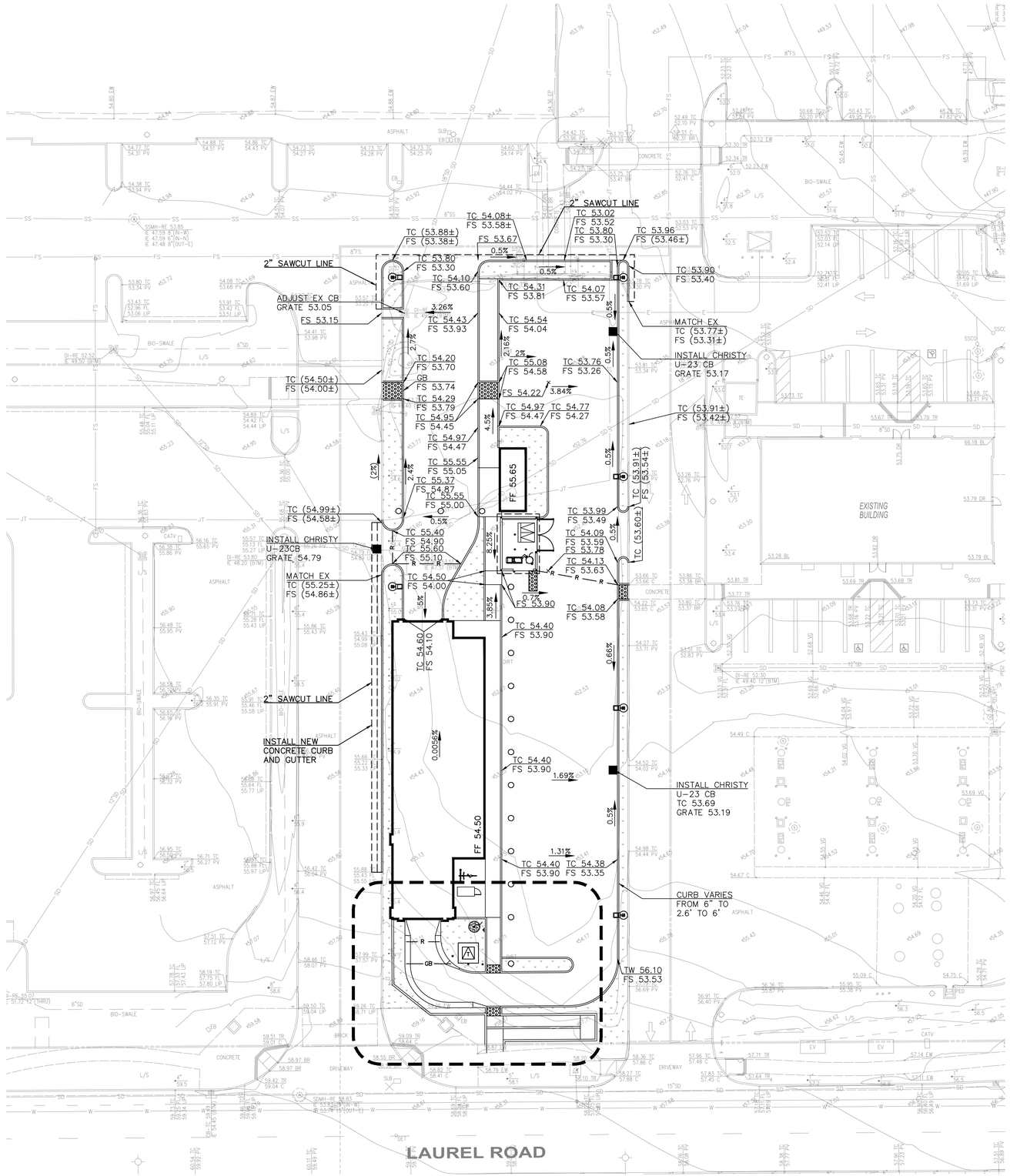
SHEET C-1.1 OF
PROJECT 06-1972



GRAPHIC SCALE 1"=20'

SHEET C-2.1 OF	HORIZONTAL CONTROL PLAN QUICK QUACK CAR WASH #27-034 LAUREL PLAZA OAKLEY CONTRA COSTA COUNTY CALIFORNIA	ams associates, inc. PLANNING ENGINEERING SURVEYING 801 YGNACIO VALLEY ROAD SUITE 220 WALNUT CREEK, CA 94596 925-943-2777 FAX 925-943-2778			
PROJECT 06-1972-1					

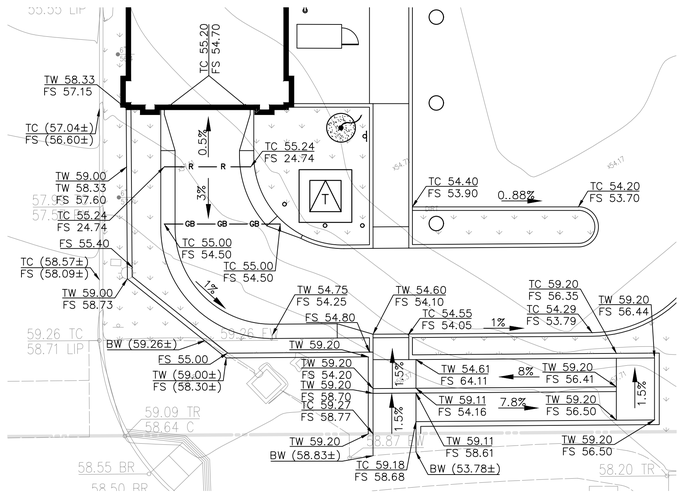
DATE: 02-25-22	REV #	BY	DATE	DESCRIPTION
SCALE:	△			
DESIGNED:	△			
DRAWN:	△			
CHECKED:	△			
PROJ. MGR:	△			
FILE PATH:				



GRAPHIC SCALE

0 20

1"=20'



A DETAIL A

Scale: 1" = 10'

DATE:	02-25-22	REV #	BY	DATE	DESCRIPTION
SCALE:		1			
DESIGNED:		2			
DRAWN:		3			
CHECKED:		4			
PROJ. MGR:		5			
FILE PATH:					

ams associates, inc. PLANNING ENGINEERING SURVEYING

801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

GRADING PLAN

QUICK QUACK CAR WASH #27-034

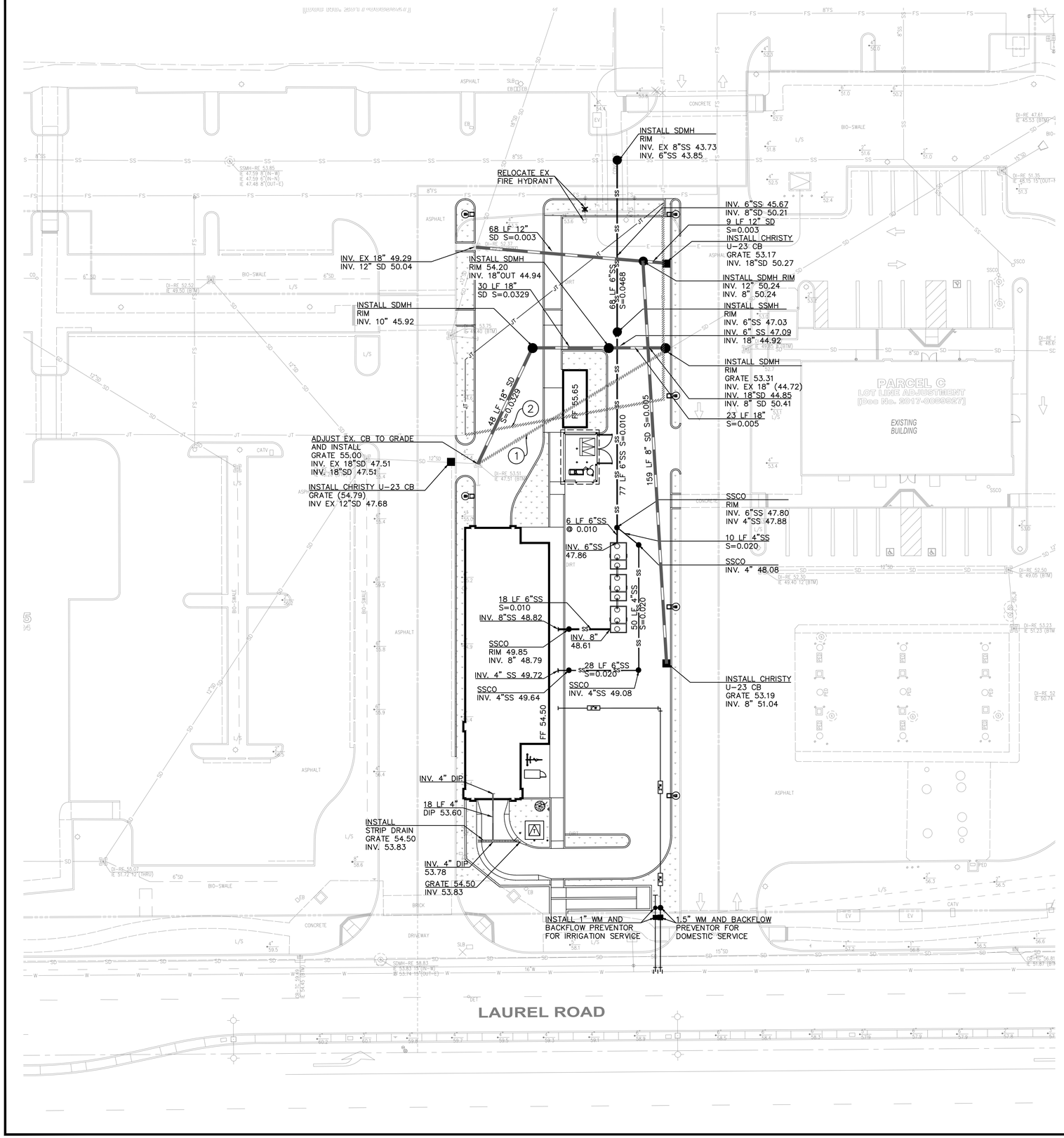
LAUREL PLAZA

OAKLEY CONTRA COSTA COUNTY CALIFORNIA

CALL BEFORE YOU DIG
USA
800-227-2600
CITY UTILITIES VERIZON P.G.&E. CABLE TV

SHEET C-3.1 OF

PROJECT 06-1972-1



GRAPHIC SCALE

0 20

1"=20'

NOTES:

1. REMOVE PORTION OF EXISTING 18" STORM DRAIN LINE AND RELOCATE
2. REMOVE PORTION OF EXISTING JOINT TRENCH AND RELOCATE

DATE:	02-25-22
SCALE:	
DESIGNED:	
DRAWN:	
CHECKED:	
PROJ. MGR:	
FILE PATH:	

REV #	BY	DATE	DESCRIPTION
1			
2			
3			
4			
5			

ams associates, inc. PLANNING ENGINEERING SURVEYING
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

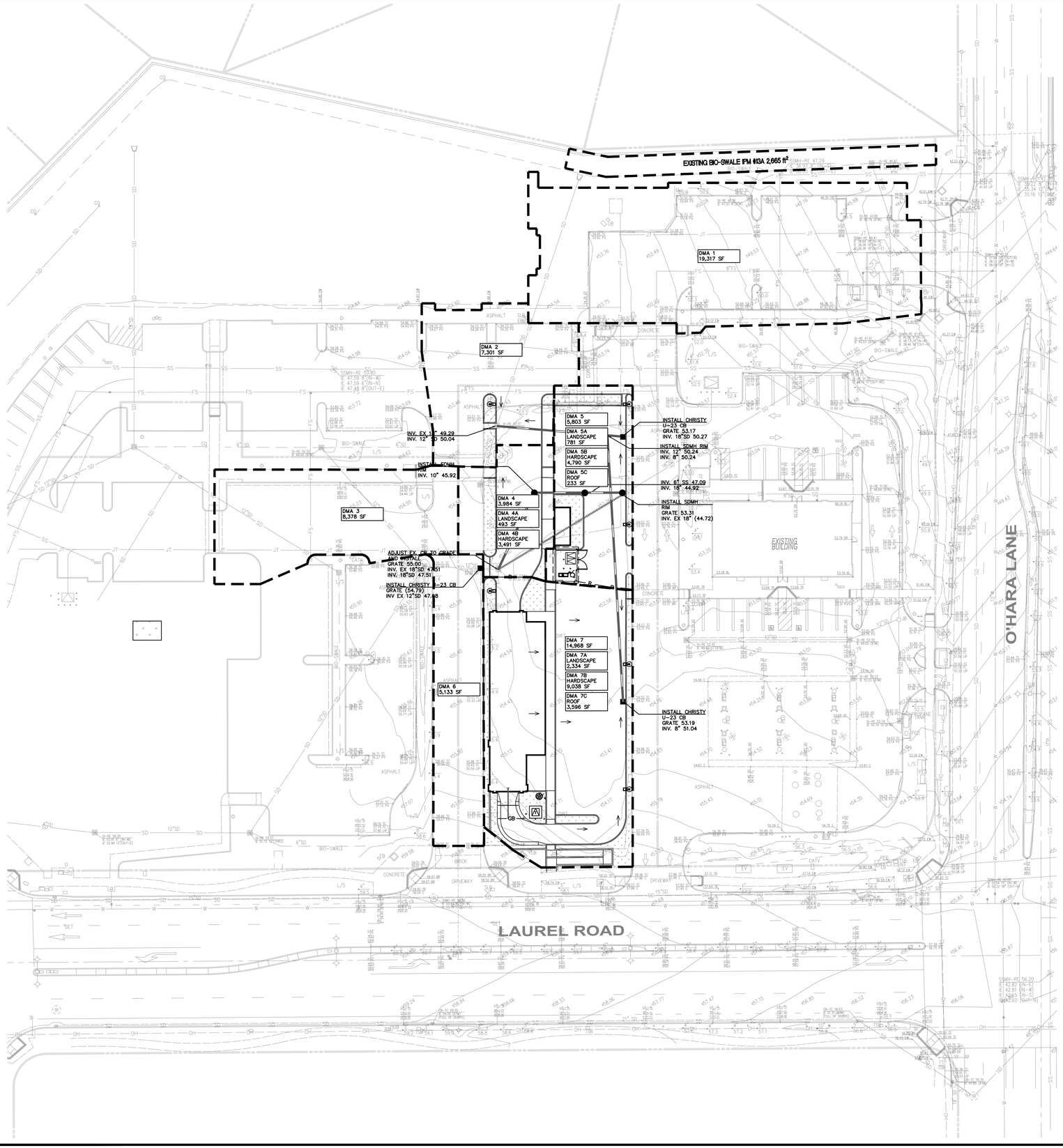
UTILITY PLAN
QUICK QUACK CAR WASH #27-034

LAUREL PLAZA
OAKLEY CONTRA COSTA COUNTY CALIFORNIA

CALL BEFORE YOU DIG
811
USA
800-227-2600

SHEET C-4.1 OF

PROJECT 06-1972-1



GRAPHIC SCALE
0 30
1"=30'

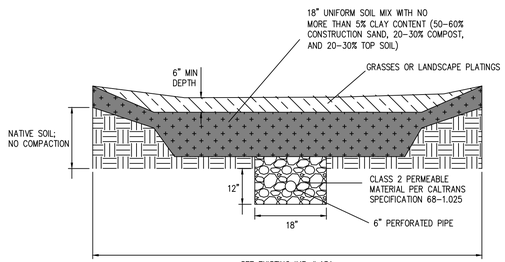
Project Name: QUICK QUACK CARWASH
Project Type: Treatment Only
APN: 035-510-009
Drainage Area: 67,549
Mean Annual Precipitation: 11.3

IV. Areas Draining to IMPs

IMP Name: EX IMP
IMP Type: Bioretention Facility
Soil Group: EX IMP

DMA Name	Area (sq ft)	Post Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor
DMA1	19,317	Concrete or Asphalt	1.00	19,317
DMA2	7,301	Concrete or Asphalt	1.00	7,301
DMA3	8,378	Concrete or Asphalt	1.00	8,378
DMA4A	493	Landscape	0.10	49
DMA4B	3,491	Concrete or Asphalt	1.00	3,491
DMA5A	781	Landscape	0.10	78
DMA5B	4,812	Concrete or Asphalt	1.00	4,812
DMA5C	210	Conventional Roof	1.00	210
DMA6	5,133	Concrete or Asphalt	1.00	5,133
DMA7A	2,334	Landscape	0.10	233
DMA7B	9,038	Concrete or Asphalt	1.00	9,038
DMA7C	3,596	Conventional Roof	1.00	3,596
Total				61,637
Area				

IMP Sizing	IMP Sizing Factor	Rain Adjustment Factor	Minimum Area or Volume	Proposed Area or Volume
	0.040	1.000	2,465	2,665



IMP TYPICAL SECTION
NOT TO SCALE

DATE:	02-25-22	REV #	BY	DATE	DESCRIPTION
SCALE:		1			
DESIGNED:		2			
DRAWN:		3			
CHECKED:		4			
PROJ. MGR:		5			
FILE PATH:					

801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778
ams associates, inc. PLANNING ENGINEERING SURVEYING

STORMWATER CONTROL PLAN
QUICK QUACK CAR WASH #27-034
LAUREL PLAZA
OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SHEET C-5.1 OF
PROJECT 06-1972-1

F150 Regular Cab 2x4 STYLESIDE 6.5' Box	
Overall Length	17.75ft
Overall Width	6.57ft
Overall Body Height	6.41ft
Min Body Ground Clearance	0.71ft
Track Width	6.57ft
Lock-to-lock time	4.7sec
Curb to Curb Turning Radius	20.850ft

DATE:	02-25-22	REV #	BY
SCALE:			
DESIGNED:			
DRAWN:			
CHECKED:			
PROJ. MGR:			
FILE PATH:			

DESCRIPTION | DATE

ams associates, inc.
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778
PLANNING ENGINEERING SURVEYING

VEHICLE TRAFFIC MOVEMENT
QUICK QUACK CAR WASH #27-034

LAUREL PLAZA
OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SHEET VTM-1
OF
PROJECT 06-1972-1

F150 Regular Cab 2x4 STYLESIDE 6.5' Box

Overall Length	17.75ft
Overall Width	6.57ft
Overall Body Height	6.41ft
Min Body Ground Clearance	0.71ft
Track Width	6.57ft
Lock-to-lock time	4.70s
Curb to Curb Turning Radius	20.850ft

DATE:	02-25-22	REV #	BY	DATE	DESCRIPTION
SCALE:		1			
DESIGNED:		2			
DRAWN:		3			
CHECKED:		4			
PROJ. MGR:		5			
FILE PATH:					

ams associates, inc.
801 'IGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778
PLANNING ENGINEERING SURVEYING

VEHICLE TRAFFIC MOVEMENT

QUICK QUACK CAR WASH #27-034

LAUREL PLAZA

OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SHEET VTM-2 OF

PROJECT 06-1972-1

LEGEND

PROPERTY LINE
ADJACENT PROPERTY LINE
CENTERLINE
MONUMENT LINE
EASEMENT
NON-ACCESS
BUILDING LINE W/ DOOR
BUILDING OVERHANG
FOUND MONUMENT AS NOTED
FOUND IRON PIPE OR AS NOTED
BOLLARD LIGHT
LIGHT
STREET LIGHT
TRAFFIC SIGNAL POLE
TRANSFORMER
FIRE HYDRANT
STORM DRAIN MANHOLE
SANITARY SEWER MANHOLE
CLEAN OUT
GAS METER
UTILITY POLE W/ GUY WIRE
VALVE
CATCH BASIN / DROP INLET
WATER METER
FIRE DEPARTMENT CONNECTION
BACK FLOW PREVENTER
POST INDICATOR VALVE
UTILITY BOX (SIZE VARIES)
MONITORING WELL
SIGN
FLAG POLE
TITLE REPORT EXCEPTION NUMBER (1)
RECORD INFORMATION W/ REFERENCE (100.00')(1)
TREE W/ SIZE AND ELEVATION 10" 100.0
SPOT ELEVATION × 32.1
CONTOUR
INDEX CONTOUR 15
CURB
CURB & GUTTER
CONCRETE
FENCE
RETAINING WALL
EDGE OF PAVEMENT
SANITARY SEWER SS
STORM DRAIN SD
WATER W
FIRE SERVICE FS
GAS G
UNDERGROUND ELECTRIC E
TELEPHONE T
OVERHEAD OH
JOINT TRENCH JT

ABBREVIATIONS

BL	BUILDING
EW	EDGE OF WALK
FC	FACE OF CURB
NO.	NUMBER
O.R.	OFFICIAL RECORD
PG&E	PACIFIC GAS & ELECTRIC
PM	PARCEL MAP

EXCEPTION TABLE

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
   (NOT A SURVEY MATTER)

2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies,
   (NOT A SURVEY MATTER)

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
   (NOT A SURVEY MATTER)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Pacific Gas and Electric Company, a corporation
   Purpose: Electrical Facilities
   Recording Date: October 29, 1908
   Recording No: Book 138 of Deeds, Page 353, Contra Costa County Records
   (EASEMENT NOT DEFINED OF RECORD)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Pacific Gas and Electric Company
   Purpose: Electrical Facilities
   Recording Date: August 14, 1987
   Recording No: Book 13838, Page 143, of Official Records
   (EASEMENTS PLOTTED HEREON)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

   Purpose: No Ingress and Egress
   Affects: as shown on map
   Recording No: Book 508 of Maps, Page 24
   (AREAS OF NON-ACCESS PLOTTED HEREON)

7. The requirement that a Deed be recorded to effectual the Lot Line Adjustment LLA-17-01, recorded May 24, 2017, in Instrument No. 2017-0089927, of Official Records
   (AS SHOWN HEREON)

8. Matters contained in that certain document
   Entitled: Amended and Restated Reciprocal Easement and Management Agreement and Declaration of Covenants, Conditions and Restrictions
   Dated: February 06, 2017
   Executed by: O'hara Properties, LLC
   Recording Date: September 27, 2017
   Recording No: Instrument No. 2017-0177054, of Official Records

   Reference is hereby made to said document for full particulars.

   Modification(s) of said covenants, conditions and restrictions

   Recording Date: August 02, 2019
   Recording No: Instrument No. 2019-0122166, of Official Records
   (EASEMENTS NOTED HEREON) (BLANKET IN NATURE)

9. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

   The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

   The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
   (NOT A SURVEY MATTER)

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

    Limited Liability Company: O'Hara Properties, LLC

    a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

    b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

    c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.

    d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.

    e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

    f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.

    g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.
    (NOT A SURVEY MATTER)

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
    (NOT A SURVEY MATTER)

12. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
    (NOT A SURVEY MATTER)

PARKING SUMMARY

DESCRIPTION	STALLS
STANDARD PARKING	0
COMPACT PARKING	0
ACCESSIBLE PARKING	0
TOTAL	0

REFERENCES

(1) PARCEL MAP (508 M 24)



VICINITY MAP
NOT TO SCALE

NOTES

1. All distances shown hereon are in feet and decimals thereof.

2. This survey was prepared from information furnished in a Preliminary Title Report, prepared by Fidelity National Title Company, dated September 06, 2019 Order No. 01003253-010-PA-KD liability is assumed for matters of record not stated in said Preliminary Title Report that may affect the boundary lines, exceptions, or easements affecting the property.

3. 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 with the exception of underground utility lines. The locations of these underground utility lines have been compiled from available plans and no warranty is implied as to the exact location of these lines. 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.

4. A.P.N.: 035-510-009

5. Zoning Note:
   This survey makes no evaluation as to compliance with zoning and building codes and/or ordinances other than current municipal building setback line locations.

   The subject property is currently zoned "RB; Retail Business;

   Information was obtained from the City of Oakley Planning Department Website on July 31, 2020.

6. Basis of Bearings:
   The bearing of North 01° 01' 36" East taken on the centerline of O'Hara Drive as shown on that certain Parcel Map filed for record on August 13, 2014 in Book 11 of Parcel Maps at Page 32, San Benito County Records was taken as the Basis of all Bearings shown hereon.

8. Flood Zone Note:
   The subject property is shown on the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 060766 0355 G, dated March 21, 2017, as being located in Flood Zone "X";

   Areas of determined to be outside the 0.2% annual chance flood.

   Information was obtained from the FEMA website (www.fema.gov) on July 28, 2020.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED OAKLEY, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All that real property situate in the City of Oakley, County of Contra Costa, State of California, described as follows:

Being a portion of Lot 1 as shown on the Map entitled "Subdivision Map 9188" recorded October 8, 2008, in Book 508 of Maps, at Pages 24-26, Contra Costa County Records, more particularly described as follows:

Beginning at the southwest corner of said Lot 1; thence from said point of beginning along the perimeter boundary of said Lot 1 the following Two (2) courses and distances:

North 1° 1' 36" East 290.26 feet;
South 88° 58' 24" East 119.80 feet;

Thence leaving the perimeter of said Lot South 1° 01' 36" West 289.40 feet to the South line of said Lot 1; thence along said South line North 89° 23' 02" West 119.90 feet to the point of beginning for this description.

As shown as Parcel B, in that certain "Lot Line Adjustment LLA 17-01", recorded May 24, 2017, instrument No. 2017-0089927, of Official Records.

EXCEPTING THEREFROM:

All oil, gas and other hydrocarbon substances and all other minerals and associated substances contained within or underlying the said property which are at or below a depth of 500 feet from the surface therefrom, with any right of surface entry as reserved in the Deed from Louis Del Barba et al, recorded December 31, 1979, in Book 9677 of Official Records, Page 495, and as conveyed in Quitclaim Deed from Louis J. Del Barba, Frederick J. Del Barba and Shirley A. Del Barba to Emma Del Barba, as to an undivided One-half (1/2) interest, recorded December 31, 1979, in Book 9677 of Official Records, Page 502.

PARCEL TWO:

An Easement for Access, Parking , Utilities and Drainage as shown in that certain document entitled "Amended and Restated Reciprocal Easement and Management Agreement and Declaration of Covenants, Conditions and Restrictions, recorded September 27, 2017, in Instrument No. 2017-0177054, of Official Record, as amended by that document entitled "First Amendment to Amended and Restated Reciprocal Easement and Management Agreement and Declaration of Covenants, Conditions and Restrictions, recorded August 2, 2019, in Instrument No. 2019-012216, of Official Records.

SURVEYOR'S CERTIFICATE

TO: QUICK QUACK DEVELOPMENT, LLC, A DELAWARE LLC, AND THEIR RESPECTIVE SUCCESSOR AND OR ASSIGNS
AND: FIDELITY NATIONAL TITLE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(b), 7(a), 7(b)(1), 8, 9, 11, and 17 of Table A thereof. The fieldwork was completed on July 31, 2020.

05 AUG 2020
DATE

SHANE R. BARBER L.S. 9097
sbarber@barbersurveying.com

LICENSED LAND SURVEYOR SHANE R. BARBER NO. 9097 STATE OF CALIFORNIA

DESCRIPTION	DATE	BY	REV. #

DATE: AUG. 2020
SCALE:
DESIGNED: SB
DRAWN: SB
CHECKED:
PROJ. MGR: AS
FILE PATH:

ams associates, inc. PLANNING ENGINEERING SURVEYING
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

ALTA/NSPS LAND TITLE SURVEY
FOR: QUICK QUACK CARWASH
LAUREL ROAD
CONTRA COSTA COUNTY
OAKLEY
CALIFORNIA

SHEET 1 OF 2
PROJECT 06-1972

PARCEL TWO
EASEMENTS FOR ACCESS, PARKING, UTILITIES
DRAINAGE AND ENCROACHMENTS
[Doc No. 2017-0177054]
[BLANKET IN NATURE]

PARCEL A
LOT LINE ADJUSTMENT
[DOC NO. 2017-0088927]

S 88°58'24" E 119.90'

9.9'FC

15.0' FC

15.1'FC

15.3' FC

12.7'FC

PARCEL TWO
EASEMENTS FOR ACCESS, PARKING, UTILITIES
DRAINAGE AND ENCROACHMENTS
[Doc No. 2017-0177054]
[BLANKET IN NATURE]

PARCEL C
LOT LINE ADJUSTMENT
[DOC NO. 2017-0088927]

EXISTING BUILDING

NON-ACCESS (6) [508 M 24]

63.60'

SITE ACCESS

O'HARA LANE

1605.53'

N 01°01'36" E
(BASIS OF BEARINGS)

PARCEL ONE
PARCEL B
LOT LINE ADJUSTMENT
[Doc No. 2017-0089927]
0.798± ACRES

289.41'

290.26'

S 01°01'36" W

12.6'FC

EASEMENTS FOR ACCESS, PARKING, UTILITIES
DRAINAGE AND ENCROACHMENTS
[Doc No. 2017-0177054] (8)
BLANKET IN NATURE

"NO BUILDING OBSERVED"

PARCEL TWO
EASEMENTS FOR ACCESS, PARKING, UTILITIES
DRAINAGE AND ENCROACHMENTS
[Doc No. 2017-0177054]
[BLANKET IN NATURE]

LOT 6
508 M 24

(5) 5.00' PG&E EASEMENT [1393B OR 140]

NORTH

0 20 40 60
Scale 1" = 20 ft

15.3' FC

14.9' FC

15.0' FC

NON-ACCESS (6) [508 M 24]

N 89°23'02" W
119.90'

1.5 EW

POINT OF BEGINNING PARCEL B

15.9' FC

55.00'

SITE ACCESS

LAUREL ROAD

297.49'

648.02'

N 89°23'02" W 1259.88'

350.52'

22.50'

1293.05'

DESCRIPTION	DATE	BY	REV #

DATE: AUG. 2020
SCALE:
DESIGNED: SB
DRAWN: SB
CHECKED:
PROJ. MGR: AS
FILE PATH:

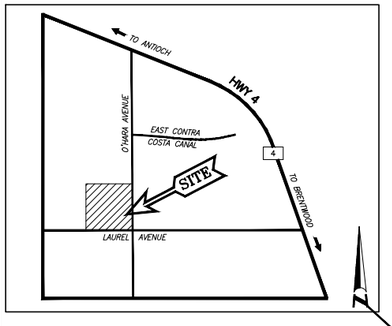
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778
ams associates, inc. PLANNING ENGINEERING SURVEYING
CALIFORNIA

ALTA/NSPS LAND TITLE SURVEY
FOR: QUICK QUACK CARWASH

LAUREL ROAD
CONTRA COSTA COUNTY
OAKLEY

SHEET 2 OF 2
PROJECT 06-1972

VICINITY MAP



FUTURE SHOPS B
15,000 S.F.

FUTURE SHOPS A
6,000 S.F.

NOT A PART
SHOWN HATCHED

LIMIT OF WORK
SEE SHEET A2.1

STOP

FUTURE

NOT A PART
SHOWN HATCHED

BANK
4,000 S.F.

PROPOSED
QUICK QUACK CAR WASH
3,596 SQ. FT.
QQ108

VACUUM

OFFICE
MAB

PRELIMINARY OVERALL SITE PLAN
SCALE: 1" = 20'

50 0 50 100
SCALE OF 1 INCH = 50 FEET

© 2022 CARISSIMI ROHRER MCMULLEN ARCHITECTS AND PLANNERS, INC.

CRM Architects & Planners, Inc.
Carissimi Rohrer McMullen Architects and Planners, Inc.
5000 Stanford Ranch Road #720, Rocklin CA 95765
phone: (916) 631-1500

Quick Quack CAR WASH

REVISIONS

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

OVERALL
SITE PLAN

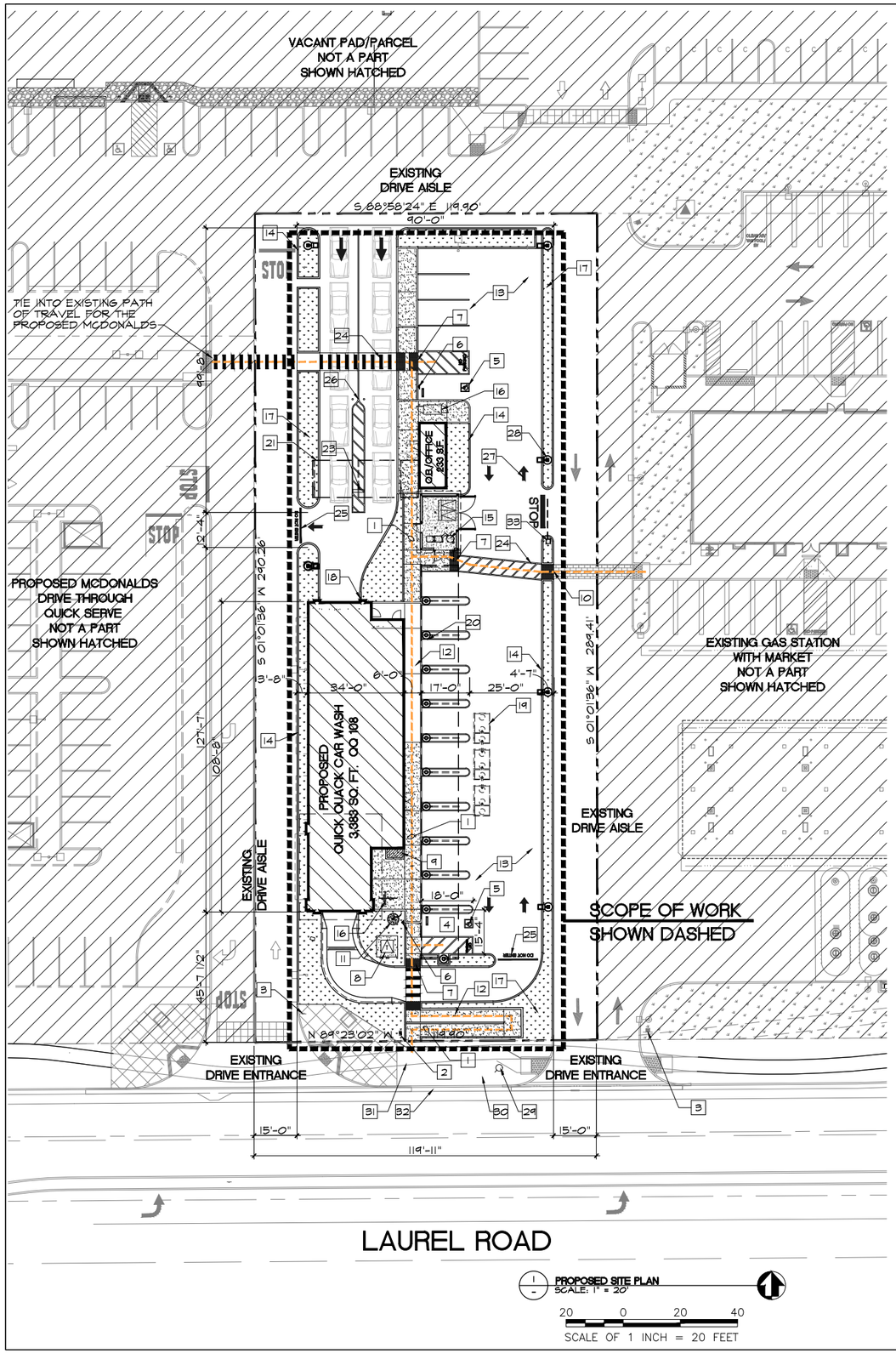
DATE: JANUARY 2022
CRM PROJECT #: 1919

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LICENSED ARCHITECT
BRUCE MICHAEL LAROSE
NO. C-29480
REN. 11/30/23
STATE OF CALIFORNIA

PLANNING DOCUMENTS

A2.0



1 PROPOSED SITE PLAN
SCALE: 1" = 20'

20 0 20 40
SCALE OF 1 INCH = 20 FEET

KEYNOTES

1. ADA PATH OF TRAVEL SHOWN DASHED.
2. NEW POLE MOUNTED INTERNATIONAL SYMBOL OF ACCESSIBILITY AT ACCESSIBLE PATH OF TRAVEL.
3. NEW TOW AWAY ACCESSIBILITY PARKING SIGN AT ENTRANCE (TYPICAL 2 PLACES)
4. NEW VAN ACCESSIBLE VACUUM STALL - PAINT ACCESSIBLE LOADING ZONE WITH 4" WIDE STRIPING WITH TWO COATS OF HIGHWAY BLUE PAVEMENT MARKING PAINT. PAINT THE WORDS "NO PARKING" IN 12" HIGH LETTERS WITHIN THE LOADING ZONE.
5. NEW INTERNATIONAL SYMBOL AT PARKING STALL
6. NEW ACCESSIBLE PARKING SIGN
7. NEW TRUNCATED DOMES (TYP)
8. NEW ELECTRICAL TRANSFORMER. VERIFY EXACT LOCATION WITH ELECTRIC COMPANY
9. MAIN SWITCHBOARD.
10. NEW FLUSH SURFACE AT TRANSITION FROM EXISTING TO NEW.
11. 30 FOOT FLAG POLE. STYLE: "MEMORIAL" UNCOMMON USA, INC. INSTALL PER MANUFACTURER'S INSTALLATION GUIDELINES.
12. NEW CONCRETE WALK, MEDIUM BROOM FINISH PERPENDICULAR TO TO PATH OF TRAVEL. SLOPE NOT TO EXCEED 5% IN DIRECTION OF TRAVEL. CROSS SLOPE NOT TO EXCEED 2%. - PER SOILS REPORT
13. NEW CONCRETE DRIVE SLAB WITH WITH #4 BARS AT MID SLAB 24" O.C. EACH WAY. HEAVY BROOM FINISH PERPENDICULAR TO TRAFFIC - PER SOILS REPORT
14. NEW 6" CONCRETE CURB (TYPICAL)
15. NEW TRASH/VACUUM ENCLOSURE. SEE DRAWING A6.0
16. NEW BICYCLE PARKING RACK AND LOCKER AS OCCURS.
17. NEW LANDSCAPING - SEE LANDSCAPE DRAWINGS
18. NEW 4" CONCRETE FILLED PIPE BOLLARD EACH SIDE AT ENTRANCE
19. NEW UNDERGROUND GREASE INTERCEPTOR - SEE CIVIL DRAWINGS
20. NEW TRASH RECEPTACLE AT VACUUM SPACES (TYP)
21. NEW 13'-0" X 37'-1" PAY CANOPY - SEE DRAWING A5.1
22. NEW 13'-0" X 138'-0" VACUUM CANOPY - SEE DRAWING A5.2
23. NEW DISPLAY/PRICE SIGN - REFERENCE ONLY (UNDER SEPARATE PERMIT)
24. NEW HIGHWAY PAINT WHITE STRIPING 36" o.c. AT PEDESTRIAN CROSSINGS.
25. NEW HIGHWAY PAINT YELLOW 18" "DO NOT ENTER"
26. NEW HIGHWAY PAINT YELLOW 4" STRIPING
27. NEW HIGHWAY PAINT YELLOW PAVEMENT MARKINGS (TYPICAL)
28. NEW LED SITE LIGHTS (TYPICAL) - SEE PHOTOMETRIC PLAN 18'-0" AFG - 16'-0" POLE AND 2'-0" BASE
29. EXISTING FIRE HYDRANT TO REMAIN
30. EXISTING LANDSCAPING TO REMAIN
31. EXISTING CONCRETE SIDEWALK TO REMAIN
32. EXISTING CURB AND GUTTER TO REMAIN
33. LIFT GATE CONTROL AT EXIT

PROJECT INFORMATION

SITE DATA	
EXISTING ZONING:	RB RETAIL BUSINESS
PROPOSED ZONING:	RB RETAIL BUSINESS
GENERAL PLAN DESIGNATION:	COMMERCIAL (C)
APN:	035-510-009
SITE AREA	34,751 +/- S.F.
SITE ACRE	.793 +/- ACRE
NEW LANDSCAPE AREA:	3,805 S.F.
NEW OFF-SITE LANDSCAPE AREA:	145 S.F.
TOTAL LANDSCAPE AREA:	3,950 S.F.
ON-SITE LANDSCAPE %:	11%
QUICK QUACK PARKING	
VACUUM STALL PARKING:	10 STALLS
STANDARD STALLS:	4 STALLS
ADA VAN PARKING:	1 STALLS
ADA VACUUM PARKING:	1 STALLS
BUILDING / STRUCTURE AREAS	
CARWASH BUILDING AREA:	3,383 S.F.
QUARTERBACK / OFFICE:	233 S.F.
VACUUM CANOPY AREA:	1,785 S.F.
PAY STATION CANOPY AREA:	468 S.F.
TRASH / VACUUM ENCLOSURE AREA:	264 S.F.
TOTAL COMBINED AREA:	6,133 S.F.
FAR OF AREA OF WORK:	.18 FAR

SITE NUMBER: 8-034
BUILDING: QC108

SITE AREA: 34,750 S.F.
STACKING LANES: 2 LANES
STACKING WIDTH: 27'-0"
VACUUM STALLS: 10 - 12'-0" x 17'-0"
ADA VACUUM: 1 - 15'-4" x 17'-0"
VACUUM PRODUCER: 1 - 40HP
ADA PARKING: 1 - 17'-0" x 18'-0" (VAN SPACE)
PARKING STALLS: 4 - 9'-0" x 18'-0"
BUILDING AREA: 3,383 S.F.
BUILDING SPRINKLED: NO
OB STATION ATTACHED: NO (233 SQ. FT.)
BUILDING LENGTH: 108'-0"
SHOWROOM LENGTH: 106'-8"
CONVEYOR TRENCH LENGTH: 106'-8"
CONVEYOR LENGTH: 105'-10"

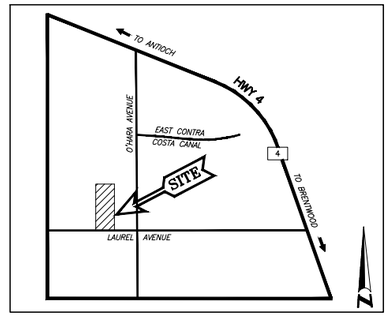
CONVEYOR TYPE: REAR WHEEL PUSH

SIGNATURE:
APPROVAL DATE:

PARKING ANALYSIS

NEW 9'-0" X 18'-0" STANDARD STALL	4 STALLS
NEW 17'-0" X 18'-0" ADA VAN STALL	1 STALL
NEW 15'-4" X 17'-0" ADA VACUUM STALL	1 STALL
NEW 13'-0" X 17'-0" VACUUM STALLS	10 STALLS
NEW TOTAL PARKING STALLS	16 STALLS
NEW BIKE RACK PARKING SPACES	5 SPACES
NEW LONG TERM BIKE PARKING SPACES	2 SPACES

VICINITY MAP



HATCH LEGEND

- LANDSCAPE
- CONCRETE WALK
- NOT A PART

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CRM Architects & Planners, Inc.
Carissimi Rohrer McMullen Architects and Planners, Inc.
3800 Stanford Ranch Road #220, Rocklin CA 95765
phone: (916) 631-1500

Quick Quack CAR WASH

REVISIONS

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

PROPOSED
SITE PLAN

DATE: JANUARY 2022
CRM PROJECT #: 1919

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LICENSED ARCHITECT
BRUCE MICHAEL LAROSE
NO. C-29480
REN. 11/30/23
STATE OF CALIFORNIA

PLANNING DOCUMENTS

A2.1

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS	DIAMETER
	4	Cercis occidentalis / Western Redbud	15 gal.	Low	
	14	Lagerstroemia indica `Cherokee` / Cherokee Crape Myrtle	15 gal.	Low	
	3	Zelkova serrata 'Village Green' / Village Green Sawleaf Zelkova	15 gal.	Moderate	

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING
	230	Callistemon viminalis `Little John` / Dwarf Weeping Bottlebrush	5 gal	Low	3`
	101	Helictotrichon sempervirens `Blue Oats` / Blue Oat Grass	5 gal.	Low	3`
	26	Hemerocallis x `Stella de Oro` / Stella de Oro Daylily	1 gal	Low	2`-6"
	26	Phormium x `Jester` / Variegated Mountain Flax	5 gal.	Low	4`
	56	Yucca x `Bright Star` / Variegated Spanish Dagger	5 gal	Low	3`

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING	SPACING
	105	Senecio mandraliscae 'Blue Chalk Sticks' / Senecio	1 gal.	Low		30" o.c.

EXISTING PLANT LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

PARKING LOT SHADE CALCULATIONS

Symbol	Botanical Name / Common Name	Qty. @ full shade (Sq. Ft.)	Qty. @ 3/4 Shade (Sq. Ft.)	Qty. @1/2 shade (Sq. Ft.)	Qty. @ 1/4 shade (Sq. Ft.)	Total (Sq. Ft.)
	Accent Tree 20'	0 @ 314 SF -	0 @ 236 SF -	0 @ 157 SF -	0 @ 79 SF -	0 SF
	Shade Tree 25'	0 @ 491 SF -	0 @ 368 SF -	0 @ 246 SF -	0 @ 123 SF -	0 SF
	Shade Tree 30'	0 @ 706 SF -	0 @ 530 SF -	0 @ 354 SF -	0 @ 177 SF -	0 SF
	Shade Tree 35'	0 @ 962 SF -	0 @ 722 SF -	1 @ 481 SF 480	1 @ 240 SF 240	720 SF
					TOTAL TREE SHADE	720 SF
	Paved Area (see hatched area on plan)				TOTAL PARKING AREA =	2,014 SF
					30% SHADE AREA REQUIRED =	602 SF
					TOTAL SHADE PROVIDED =	720 SF
					PERCENT SHADE =	35.5%

Water Efficient Landscape Worksheet - (New plants only)

HYDROZONE/PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIG. METHOD	IRRIG. EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS	.3	DRIP	.81	.37	4,251	1,573	47,105 GAL.
MODERATE WATER USE PLANTS	.5	DRIP	.81	.62	50	31	928 GAL.
				TOTALS	(A) 4,301	(B)1,604	
						ETWU Total	48,033 GAL.

Maximum Applied Water Allowance (MAWA). MAWA= (ETo) (Conversion factor) ((ETAF)(Landscape Area)) + ((1-ETAF) x SLA)
(48.3) (.62) (.45 x 4,301) + (1-.45) X 0) =57,959 GALLONS

Estimated Total Water use (ETWU). ETWU= (ETo)) (Conversion factor) ((ETAF) (Area))
(48.3) (.62) (1,604) = 48,033 GALLONS

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 1,604
Total Area	(A) 4,301
Average ETAF	(B / A) .37

Note:
1. Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.

0 16 32 48 feet

SCALE: 1/16" = 1'-0"

NORTH

PROJECT CALCULATIONS

GENERAL PLAN DESIGNATION:	COMMERCIAL (C)
APN:	035-510-009
SITE AREA	34,751 +/- S.F.
SITE ACRE	.793 +/- ACRE
NEW LANDSCAPE AREA:	3,933 S.F.
NEW OFF-SITE LANDSCAPE AREA:	368 S.F.
TOTAL LANDSCAPE AREA:	4,301 S.F.
ON-SITE LANDSCAPE %:	12.3%
QUICK QUACK PARKING	
VACUUM STALL PARKING:	11 STALLS
PARKING STALLS:	5 STALLS
ADA PARKING:	2 STALLS (VACUUM)

COMPLIANCE STATEMENT

I have complied with the criteria of the City of Oakley MWELO ordinance and applied them accordingly for the efficient use of water in the landscape design plan.

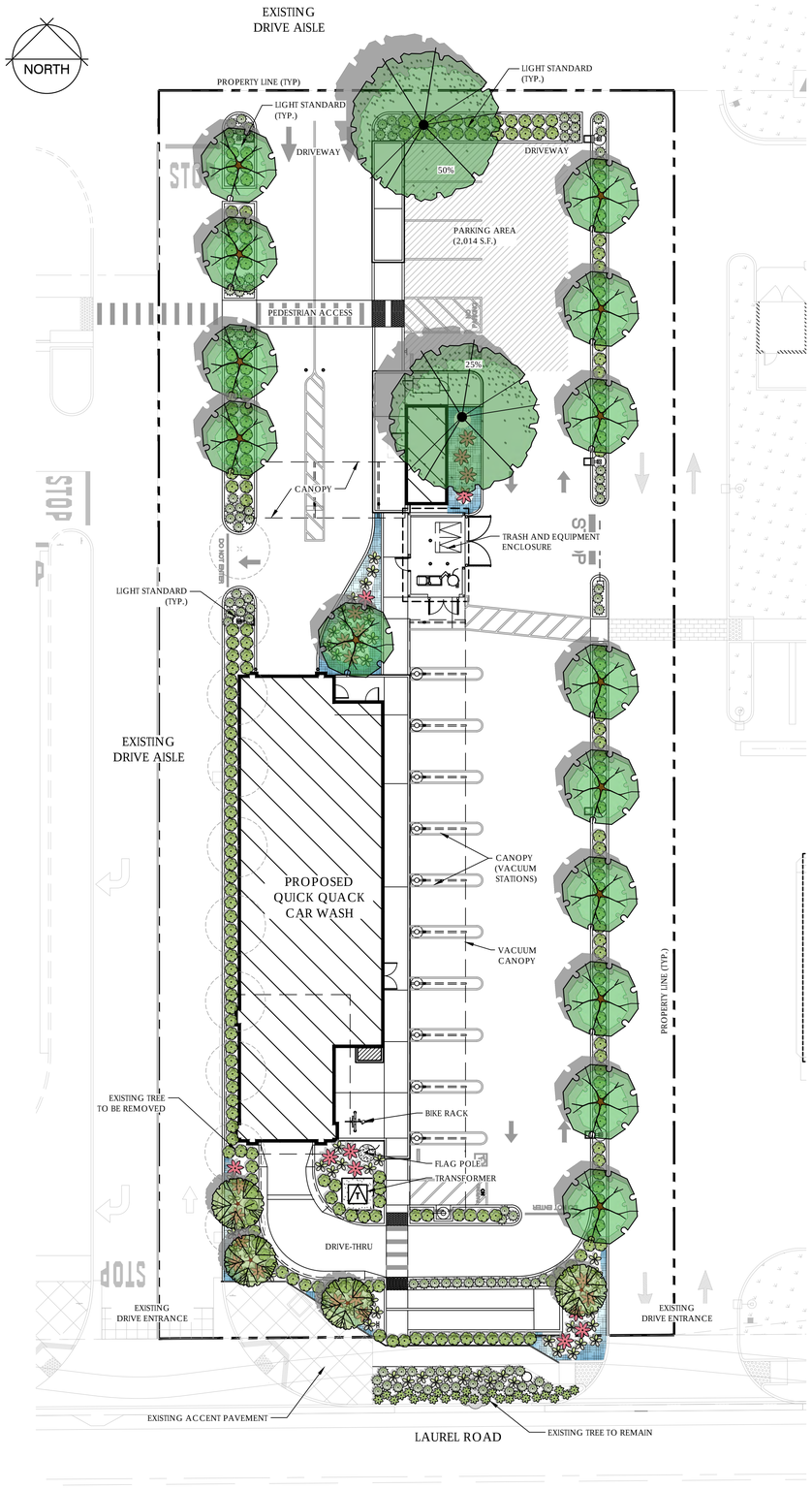
Rodney Scaccalossi 3-9-22

GENERAL NOTES

1. A soils fertility analysis report and recommendations by a certified soils analysis laboratory shall be completed prior to construction. Soil samples shall be collected after site rough grading has been completed.
2. All landscape planting areas shall receive a minimum 3" layer of organic mulch top dressing.
3. All new trees located within 7' of pavement or permanent structure shall have a root barrier.

IRRIGATION NOTES

1. Irrigation to all plant material shall be low volume drip and shall be operated by a weather based controller with a weather sensor. Irrigation shall conform to City of Oakley water conservation standards.
2. Irrigation infrastructure along the Laurel frontage shall be modified and incorporated into this project's irrigation system per Public Works conditions of approval.



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QuickQuack CAR WASH

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

PROPOSED
LANDSCAPE PLAN

DATE: MARCH 2022
CRM PROJECT #: 1919

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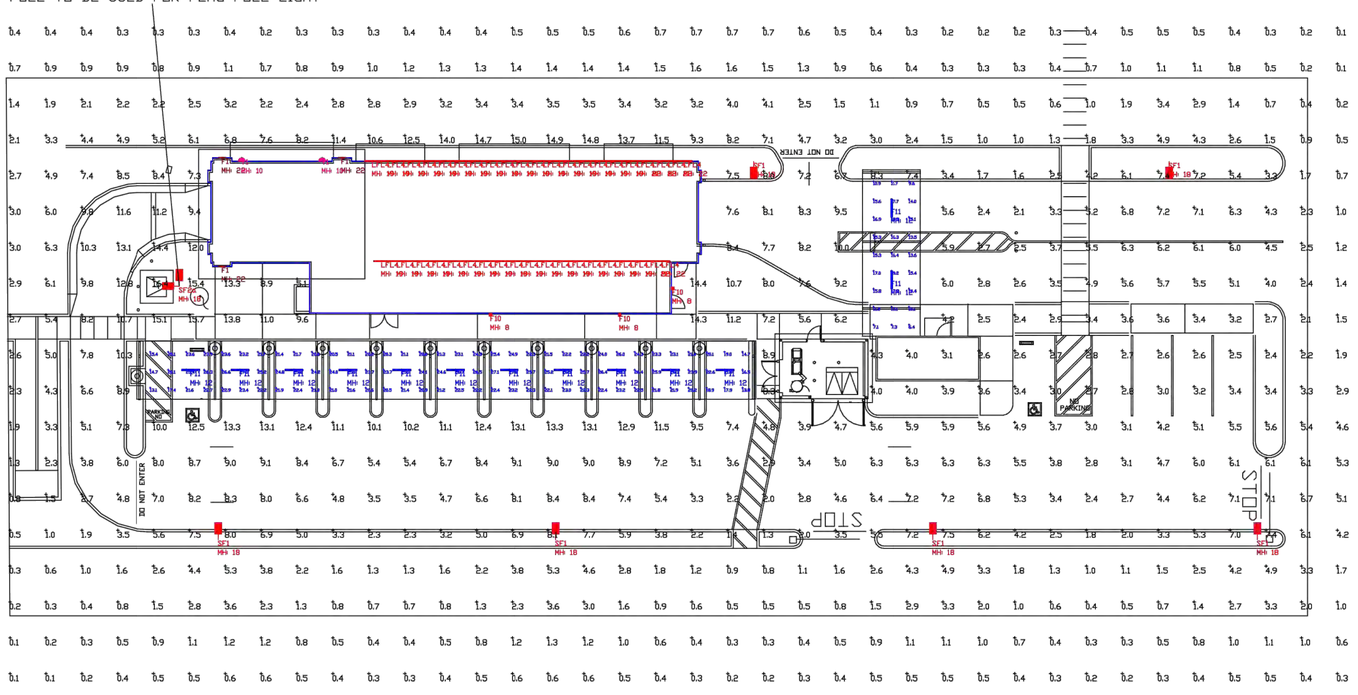
REGISTERED LANDSCAPE ARCHITECT
Rodney L. Scaccalossi
No. 4452
Exp. 05/31/22
STATE OF CALIFORNIA

PLANNING DOCUMENTS

A2.2

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POLE TO BE USED FOR FLAG POLE LIGHT





Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PAY CANOPY	Illuminance	Fc	13.88	19.2	6.4	2.17	3.00
VACUUM CANOPY	Illuminance	Fc	22.55	28.3	13.1	1.72	2.16
PAVED AREA	Illuminance	Fc	6.24	13.3	1.7	3.67	7.82

NOTE:STANDARD 120-277 V UNLESS OTHERWISE SPECIFIED

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLD	LDD	LLF	Arr. Lum. Lumens	Arr. Watts
	3	F1	SINGLE	SLED-HE-24-DD-U-PS-5K (FIXTURE SUPPLIED BY HERMITAGE)	1.000	1.000	1.000	546	9.79
	3	F10	SINGLE	XWS-LED-02L-FTW-50-80CRI-8' MH	1.000	1.000	1.000	2167	15
	13	F11	SINGLE	VT3204HUNV50 (FIXTURE SUPPLIED BY HERMITAGE)	1.000	1.000	1.000	6778	51.95
	40	LFL4	SINGLE	SLED-HE-48-DD-UNV-PS-5K (FIXTURE SUPPLIED BY HERMITAGE)	1.000	1.000	1.000	1291	18.6
	6	SF1	SINGLE	MRS-LED-18L-SIL-FT-50-70CRI-SINGLE-16' POLE+2' BASE	1.000	1.000	1.000	16890	135
	1	SF2a	2 @ 90 DEGREES	MRS-LED-18L-SIL-FT-50-70CRI-D90-16' POLE+2' BASE	1.000	1.000	1.000	33780	270
	2	T1	SINGLE	DCSHM-24W-40K (FIXTURE SUPPLIED BY HERMITAGE)	1.000	1.000	1.000	2942	23.1

PHOTOMETRIC EVALUATION
NOT FOR CONSTRUCTION

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted. Fixture nomenclature noted does not include mounting hardware or poles. This drawing is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

PHOTOMETRIC
SITE PLAN

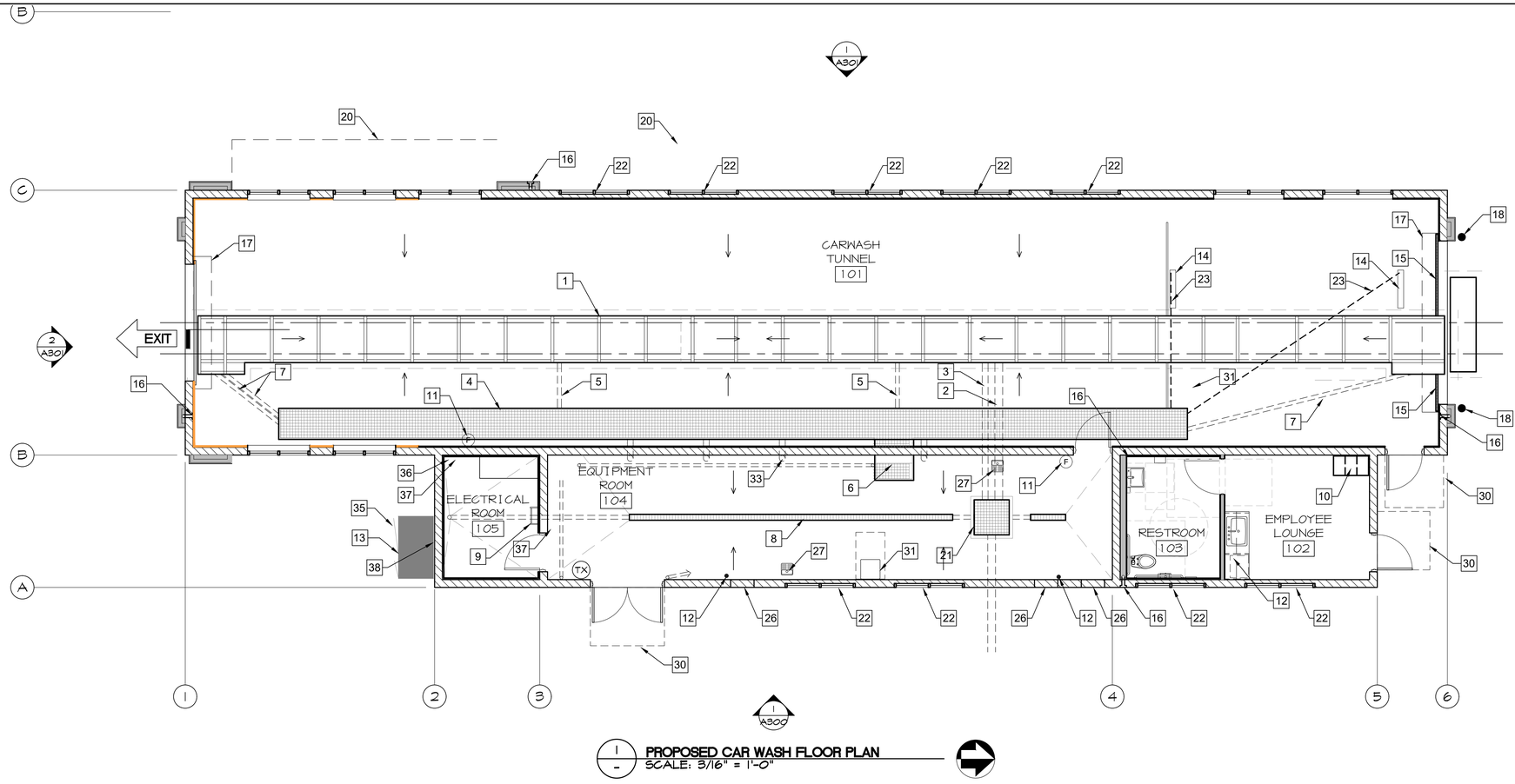
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BRUCE MICHAEL LAROSE
NO. C-29480
REN. 11/30/23
STATE OF CALIFORNIA

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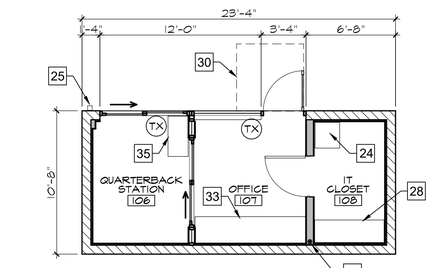
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1/- PROPOSED CAR WASH FLOOR PLAN
SCALE: 3/16" = 1'-0"

FLOOR AREA CALCULATIONS

101	CARWASH TUNNEL:	2,448 S.F.
102	EMPLOYEE LOUNGE:	149 S.F.
103	RESTROOM:	102 S.F.
104	EQUIPMENT ROOM:	522 S.F.
105	ELECTRICAL ROOM:	148 S.F.
106	QUARTERBACK STATION:	82 S.F.
107	OFFICE:	82 S.F.
108	IT CLOSET:	62 S.F.
TOTAL		3,595 S.F.



1/- PROPSED QB STATION / OFFICE FLOOR PLAN
SCALE: 3/16" = 1'-0"

KEYNOTES

1. CONVEYOR TRENCH. SLOPE AT ¼" PER FOOT TO DRAIN.
2. 8" CONVEYOR TRENCH DRAIN PIPE.
3. 6" CONVEYOR TRENCH OVERFLOW.
4. UTILITY TRENCH. SLOPE BOTTOM TO DRAIN.
5. 4" FLOOR DRAIN FROM UTILITY TRENCH TO THE CONVEYOR TRENCH (TYPICAL 2 PLACES)
6. 3'-4" WIDE X 2'-2" DEEP OPEN FOR ACCESS TO UTILITY TRENCH. CONTRACTOR TO PROVIDE COVER - MATCH UTILITY TRENCH
7. 4" PIPE CHASE FROM UTILITY TRENCH TO CONVEYOR TRENCH. (TYPICAL 3 PLACES)
8. TRENCH DRAIN.
9. ROOF ACCESS LADDER.
10. EMPLOYEE LOCKERS. (TOTAL OF 3 - 1 ADA ACCESSIBLE) SEE DETAIL #15/A003 - CONTRACTOR SUPPLIED AND INSTALLED
11. WALL MOUNTED ENCLOSED FIRE EXTINGUISHER. - 2A-10BC (TYPICAL 2 PLACES)
12. ROOF DRAIN LEADER (TYPICAL 3 PLACES)
13. ELECTRICAL SERVICE SWITCHGEAR
14. 3/4" RECESS IN SLAB FOR TIRE SENSOR SWITCH. (TYPICAL 2 PLACES)
15. ⅜" X 2 ½" WIDE RECESS IN SLAB FOR DRAINAGE. EXTEND 1'-0" PAST OPENING
16. HOSE BIB IN RECESS BOX. PROVIDE WITH LOCKABLE DOOR AT EXTERIOR LOCATIONS. SEE PLUMBING DRAWINGS (TYPICAL 4 PLACES)
17. COILING ROLL-UP DOOR. (TYPICAL 2 PLACES)
18. 6" CONCRETE FILLED PIPE BOLLARD AT ENTRANCE. (TYPICAL 2 PLACES)
19. LINE OF ROOF ABOVE.
20. WALL MOUNTED CANOPY ABOVE. (TYPICAL 4 PLACES)
21. 3'-0" X 3'-0" RECLAIM CLEAN-OUT
22. FAUX WINDOW - SEE EXTERIOR ELEVATIONS
23. 1/2" CONDUIT TO TIRE SWITCH TERMINATE AT END OF RECESS. CONDUIT TO GO UNDER CONVEYOR TRENCH (TYPICAL 2 PLACES)
24. WALL MOUNTED IT CABINET
25. KNOX BOX - CONTRACTOR TO COORDINATE WITH LOCAL FIRE DEPARTMENT FOR TYPE, SIZE AND PREFERRED LOCATION
26. 24" WIDE X 16" HIGH AIR VENT - SEE EXTERIOR ELEVATIONS (TYP. 3 PLACES)
27. FLOOR SINK. (TYPICAL 2 PLACES)
28. CONTRACTOR FURNISHED AND INSTALLED 20" X 54" X 84" TALL STORAGE CABINET WITH ADJUSTABLE SHELVING AND WHITE MELAMINE FINISH ON THE INSIDE AND GRAY OUTSIDE
29. 3" CHASE (TYP. 3 PLACES)
30. LEVEL LANDING PER CBC 11B-404.2.4 AND TABLE 11B404.2.4.1 (TYP) - 24" MIN STRIKE EDGE CLEARANCE FOR THE EXTERIOR DOOR LANDING
31. CONTRACTOR SUPPLIED AND INSTALLED EYE WASH STATION
32. 34" MAXIMUM A.F.F. COUNTER TOP.
33. 6" SWEEPS FROM UTILITY TRENCH TO EQUIPMENT ROOM (TYPICAL 4 PLACES) VERIFY WITH OWNER FOR EXACT LOCATIONS)
34. CONTRACTOR FURNISHED AND INSTALLED 18" X 36" X 40" TALL POS CABINET
35. 2'-0" X 5'-6" X 4" TALL CONCRETE HOUSE KEEPING PAD FOR MCC PANEL
36. 3" DIA. PVC CHASE FROM ACCESS OPENING TO FACE OF WALL
37. 1" DIA. PVC CHASE TO BUG JUICE CONTROL PANEL
38. 3" DIA. PVC CHASE CENTER OF MCC PANEL TO EQUIPMENT TRENCH

NOTE:
ALL CONDUITS TO HAVE SWEEPS ONLY. 90 DEGREE CONDUIT/CHASE BENDS ARE NOT ALLOWED

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phone: (916) 631-1500

QUICK QUACK CAR WASH

REVISIONS
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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

FLOOR PLAN

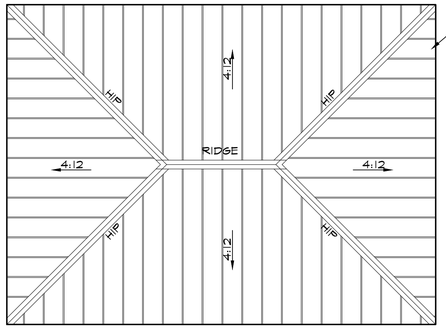
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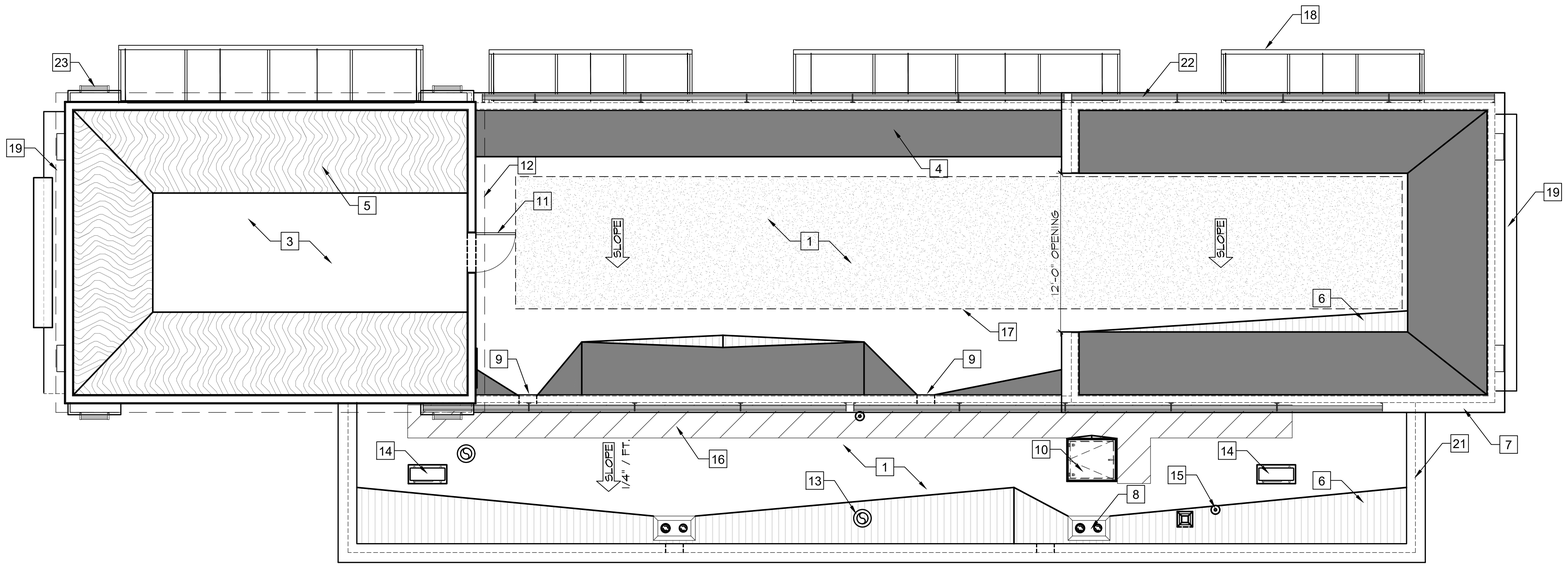
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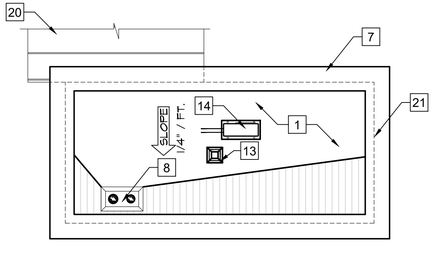
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2 / - UPPER ROOF AT EXIT TOWER
SCALE: 3/16" = 1'-0"



1 / - CAR WASH ROOF PLAN
SCALE: 3/16" = 1'-0"



1 / - QB STATION / OFFICE ROOF PLAN
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT

KEYNOTES

1. TPO MEMBRANE ROOFING
2. STANDING SEAM METAL ROOFING.
3. EXPOSED CONCRETE TOPPING SLAB OVER PRE-CAST CONCRETE PLANK ROOF. AREA BELOW EXIT TOWER ROOF.
4. ROOF CRICKET. ½" ROOF SHEATHING OVER METAL STUD DIAGONAL BRACING SLOPE AT ONE TO ONE.
5. METAL STUD DIAGONAL BRACING SLOPE AT ONE TO ONE.
6. TAPERED RIGID INSULATION CRICKET WITH ¼" ISOLATION BOARD (TYP).
7. PRE-FINISHED METAL COPING AT TOP OF PARAPET WALL.
8. ROOF DRAIN AND OVERFLOW IN RECESS. TYP
9. THROUGH WALL SCUPPER. SPILL TO ROOF BELOW.
10. ROOF ACCESS LADDER HATCH.
11. 3'-0" X 3'-0" ACCESS DOOR WITH 6" SILL CURB HEIGHT.
12. OUTLINE OF UPPER ROOF AT EXIT TOWER. SEE UPPER ROOF PLAN
13. EXHAUST FAN UNIT.
14. MECHANICAL UNIT TO BE CONCEALED FROM VIEW BY PARAPET.
15. PLUMBING VENT.
16. ROOF WALK PATH OVERLAY.
17. ROOF AREA DEDICATED TO POSSIBLE FUTURE SOLAR PANEL INSTALLATION.
18. WALL MOUNTED METAL CANOPY BELOW (TYP).
19. CEMENT PLASTER FINISH AT TOP OF FURRED WALL FEATURE (TYP).
20. FREE STANDING METAL PAY STATION CANOPY BELOW.
21. WALL BELOW SHOWN DASHED.
22. LINEAR DOWN LIGHTING
23. PILASTER DOWN LIGHTING

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
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ROOF PLAN

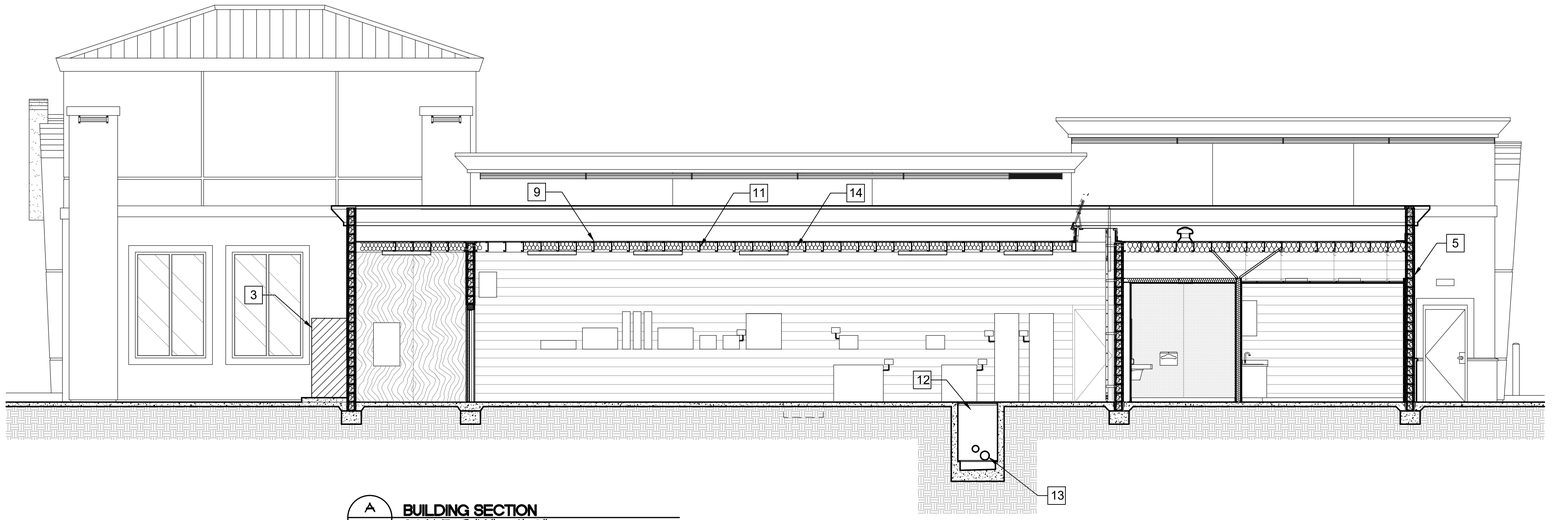
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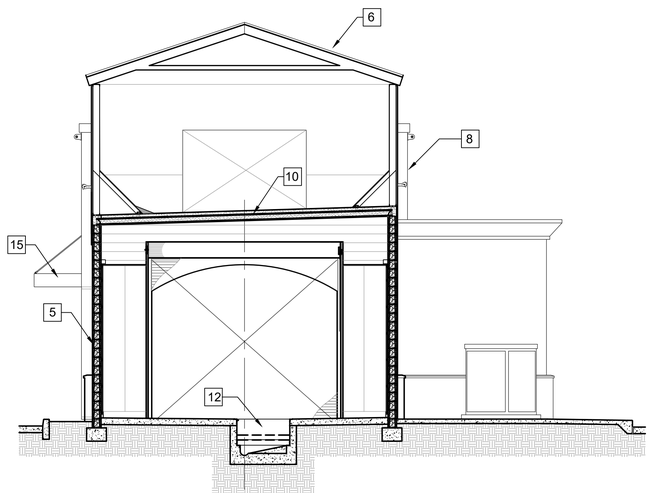
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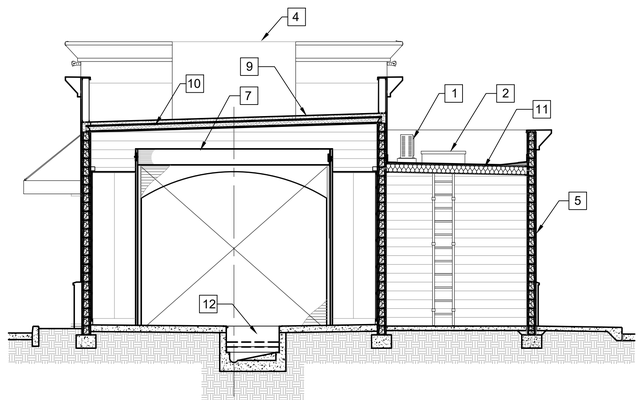
A
BUILDING SECTION
SCALE: 3/16" = 1'-0"

KEYNOTES

1. ROOF TOP MECHANICAL UNIT BEYOND. CONCEALED FROM VIEW BEHIND PARAPET WALL.
2. ROOF ACCESS HATCH.
3. ELECTRICAL SERVICE SWITCHGEAR ON HOUSEKEEPING PAD.
4. OPEN TO ROOF BELOW.
5. CONCRETE MASONRY UNIT WALL CONSTRUCTION. R-1 VALUE WITH A U-FACTOR OF 0.366
6. STANDING SEAM METAL ROOFING AT PERIMETER OVERHANG.
7. COILING ROLL-UP DOOR
8. METAL STUD FRAMED WALL FEATURE WITH CEMENT PLASTER WALL FINISH.
9. TPO MEMBRANE ROOFING.
10. HOLLOW CORE PRE-CAST PLANK ROOF STRUCTURE.
11. METAL STUD ROOF FRAMING.
12. CONVEYOR TRENCH. SLOPE TO DRAIN.
13. CONVEYOR TRENCH DRAIN AND OVERFLOW.
14. R-30 ROOF INSULATION WITH A U-FACTOR OF 0.038
15. WALL MOUNTED METAL TRELLIS



B
BUILDING SECTION
SCALE: 3/16" = 1'-0"



B
BUILDING SECTION
SCALE: 3/16" = 1'-0"

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BUILDING SECTIONS

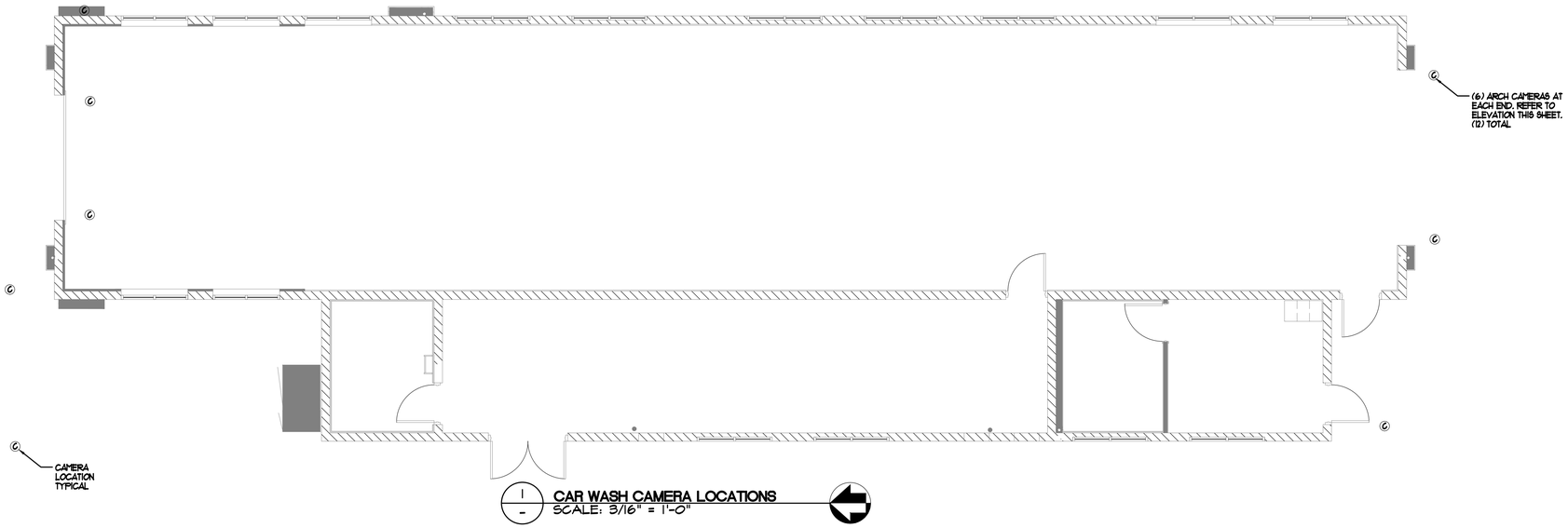
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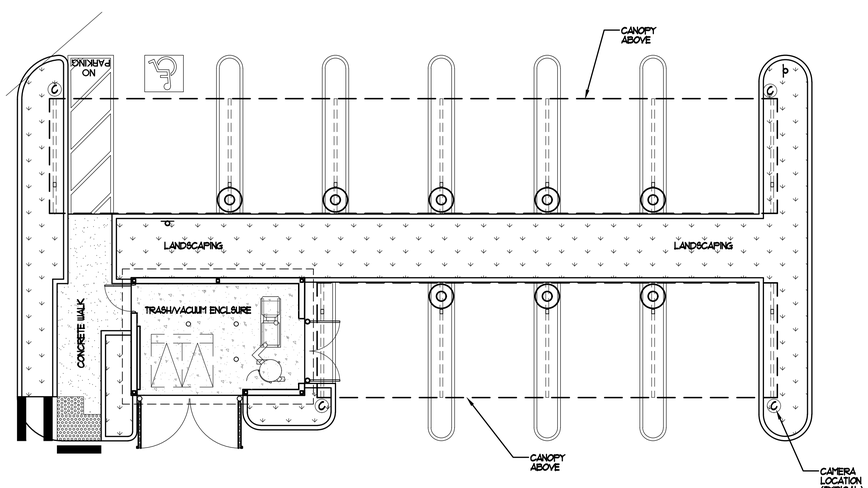
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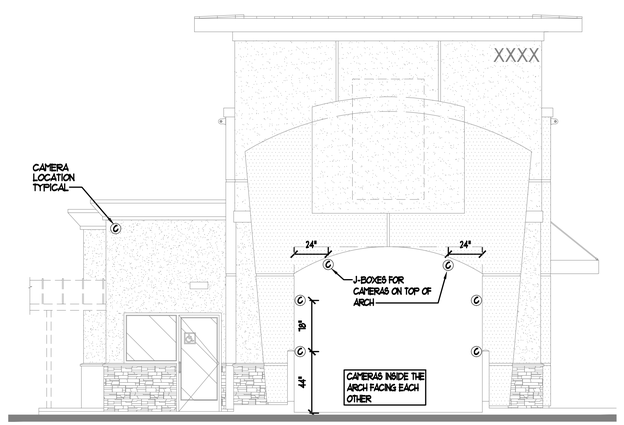
A3.2



1 — CAR WASH CAMERA LOCATIONS
SCALE: 3/16" = 1'-0"



3 — CAMERA LOCATIONS AT VACUUM CANOPIES
SCALE: 1/8" = 1'-0"



2 — CAMERA LOCATION AT ARCH
SCALE: 3/16" = 1'-0"

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Carissimi Rohrer McMullen Architects and Planners, Inc.
5000 Stanford Ranch Road #120, Rocklin, CA 95765
phone: (916) 631-1500

REVISIONS

#	DATE	DESCRIPTION
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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

CAMERA LOCATION PLAN

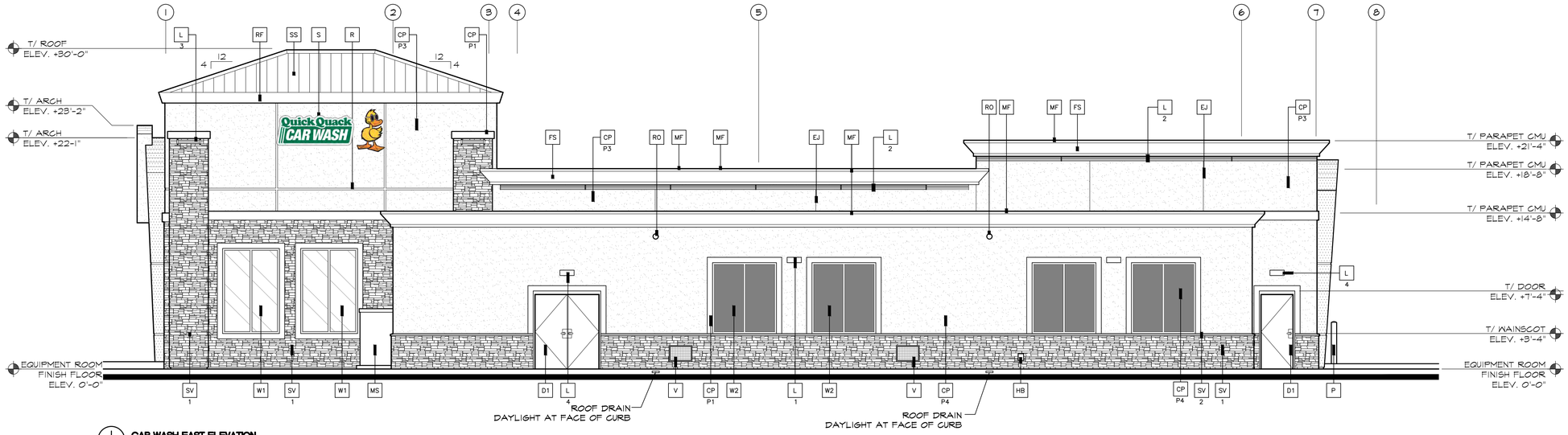
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NO. C-29480
REN. 11/30/23
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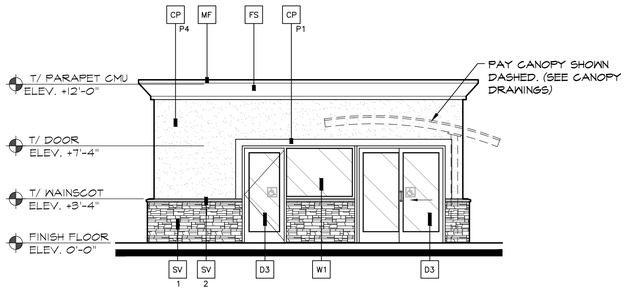
PLANNING DOCUMENTS

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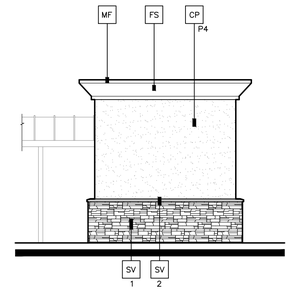
1 CAR WASH EAST ELEVATION
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT



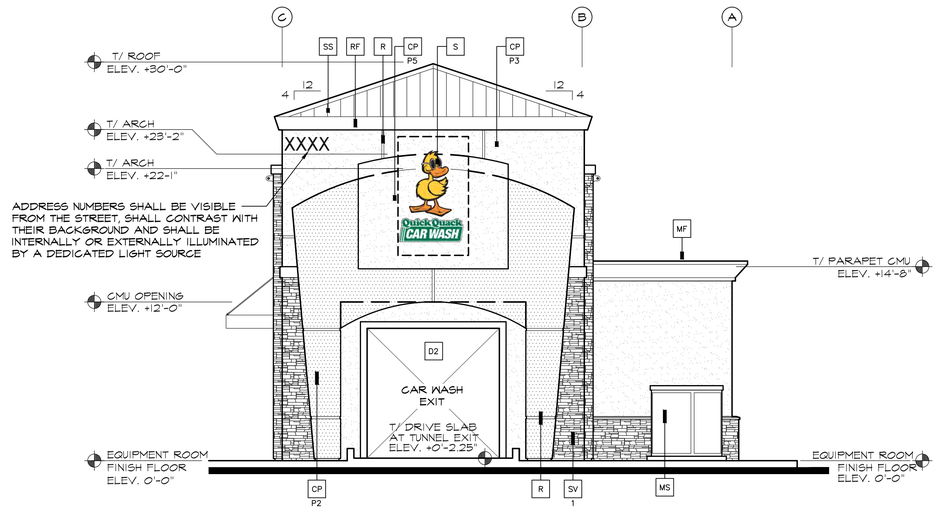
3 QB STATION / OFFICE WEST ELEVATION
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT



4 Q B STATION / OFFICE SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT



2 CAR WASH SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT

KEY NOTES:

- CP — ACRYLIC PLASTER COLOR COAT
  - P — COLOR DESIGNATION:
    - P1 = MATCH SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"
    - P2 = MATCH SHERWIN WILLIAMS #6374 "TORCHLIGHT"
    - P3 = MATCH SHERWIN WILLIAMS #6120 "BELIEVABLE BUFF"
    - P4 = MATCH SHERWIN WILLIAMS #6123 "BAGUETTE"
    - P5 = MATCH SHERWIN WILLIAMS #7004 "SNOWBOUND"
    - PLASTER COLOR COAT TO BE SAND FINISH
- D1 — HOLLOW METAL DOOR - PAINT TO TO MATCH BENJAMIN MOORE #6123 "BAGUETTE"
- D2 — OVERHEAD METAL DOOR - PAINT TO TO BENJAMIN MOORE #6123 "BAGUETTE"
- D3 — DARK BRONZE ANODIZED ALUMINUM COMMERCIAL GRADE STOREFRONT GLASS DOOR
- EJ — 1/4" DEEP REVEAL EXPANSION JOINT
- FS — FOAM SHAPED CORNICE - PAINT SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"
- HB — HOSE BIB IN LOCK BOX
- L — LIGHT FIXTURE
  - 1 — TYPE:
    - L1 = LED RADIAL WALL SCONCE (DOWN ONLY)
    - L2 = LINEAR FACADE WALL LIGHT (DOWN ONLY)
    - L3 = 2 FOOT LED PILASTER LIGHT (DOWN ONLY)
    - L4 = WALL PACK (DOWN ONLY)
    - CONTACT STEVE FRIEDMAN 1.262.504.5479 WITH CREE LIGHTING FOR ORDERING LIGHTING. (NO EXCEPTIONS)
- MF — METAL FASCIA - PAINT TO MATCH SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"
- MS — MAIN SWITCHBOARD ENCLOSURE PREP AND PAINT BENJAMIN MOORE #6123 "BAGUETTE"
- P — 4" PIPE BOLLARD FILLED WITH CONCRETE -WITH PROTECTIVE SLEEVE
- R — 2" WIDE X 1/4" DEEP CLEAR ANODIZED ALUMINUM PLASTER REVEAL
- RF — METAL ROOF FASCIA - MATCH SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"
- RD — ROOF DRAIN OUTLET AT FACE OF CURB
- RO — 3" DIA. PVC ROOF OVERFLOW SCUPPER - PAINT TO MATCH ADJACENT FINISH
- S — SIGNAGE BY OTHERS SHOWN DASHED- FOR REFERENCE ONLY UNDER SEPARATE PERMIT. GENERAL CONTRACTOR TO COORDINATE WITH SIGN COMPANY.
- SS — STANDING SEAM METAL ROOF - COLOR TO MATCH SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"
- SV — STONE VENEER CORONADO STONE PRODUCTS - "QUICK STACK CARMEL MOUNTAIN - PROVIDE ANTI GRAFFITI SEALER
  - 1
  - 2 — STONE VENEER FOAM MOLDING SILL. PAINT TO MATCH ADJACENT - PROVIDE ANTI GRAFFITI SEALER
- T1 — METAL WALL CANOPY SYSTEM - COLOR TO MATCH SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"
- T2 — WALL CANOPY TIE-BACK SYSTEM - COLOR TO MATCH SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"
- V — 24" WIDE X 16" HIGH VENT - PAINT TO MATCH ADJACENT FINISH
- W1 — EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS DARK BRONZE ANODIZED ALUMINUM STOREFRONT
- W2 — EXTERIOR FAUX WINDOW ASSEMBLY - WITH BLACK CERAMIC FRIT TEMPERED SPANDREL GLASS DARK BRONZE ANODIZED ALUMINUM STOREFRONT

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Quick Quack CAR WASH

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

EXTERIOR ELEVATIONS

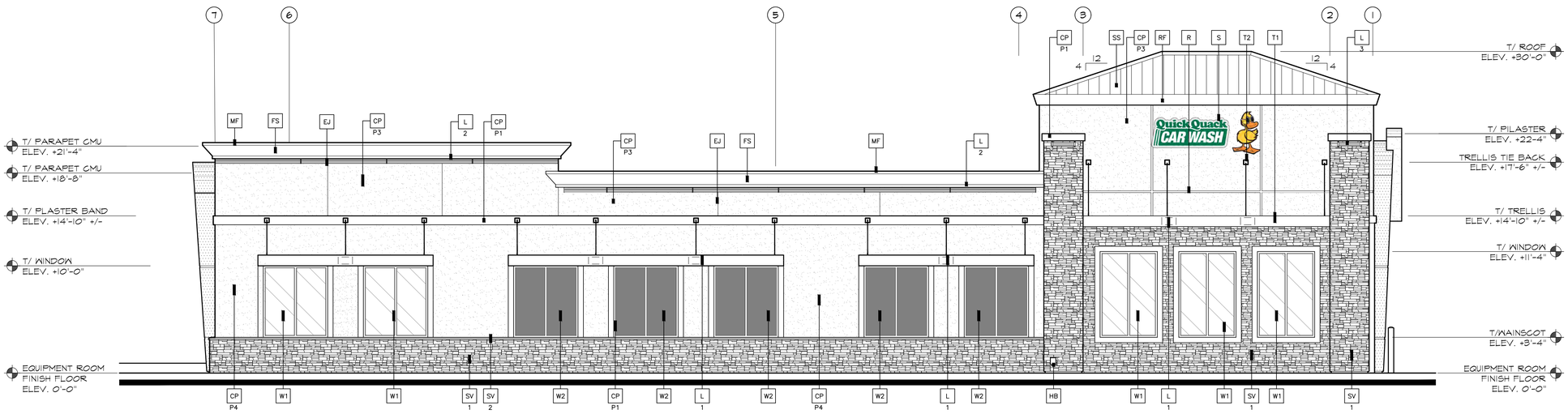
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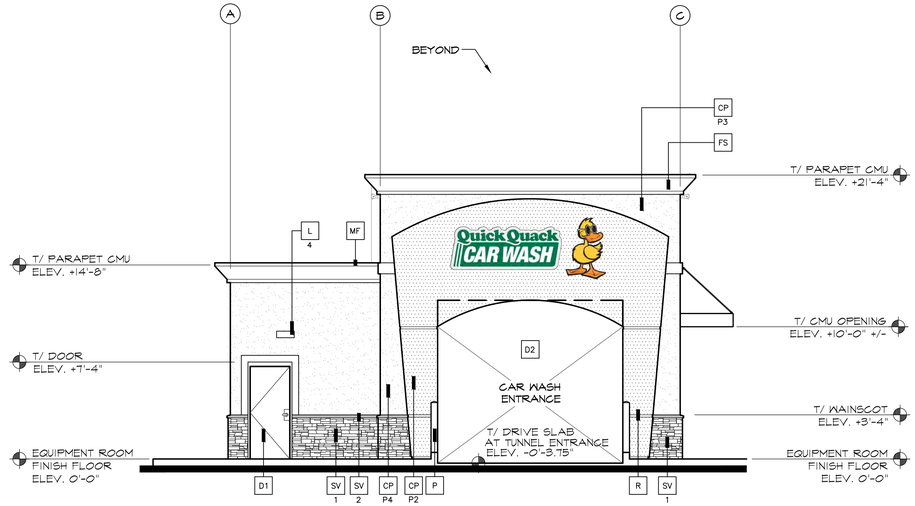
PLANNING DOCUMENTS

A4.0



1 - **CAR WASH WEST ELEVATION**
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT



2 - **CAR WASH NORTH ELEVATION**
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT

KEY NOTES:

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PLASTER COLOR COAT TO BE SAND FINISH

D1 — HOLLOW METAL DOOR - PAINT TO TO MATCH BENJAMIN MOORE #6123 "BAGUETTE"

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1

SV — STONE VENEER FOAM MOLDING SILL. PAINT TO MATCH ADJACENT - PROVIDE ANTI GRAFFITI SEALER
2

T1 — METAL WALL CANOPY SYSTEM - COLOR TO MATCH SHERWIN WILLIAMS #6034 "ARRESTING AUBURN"

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W1 — EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS DARK BRONZE ANODIZED ALUMINUM STOREFRONT

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REVISIONS

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

EXTERIOR ELEVATIONS

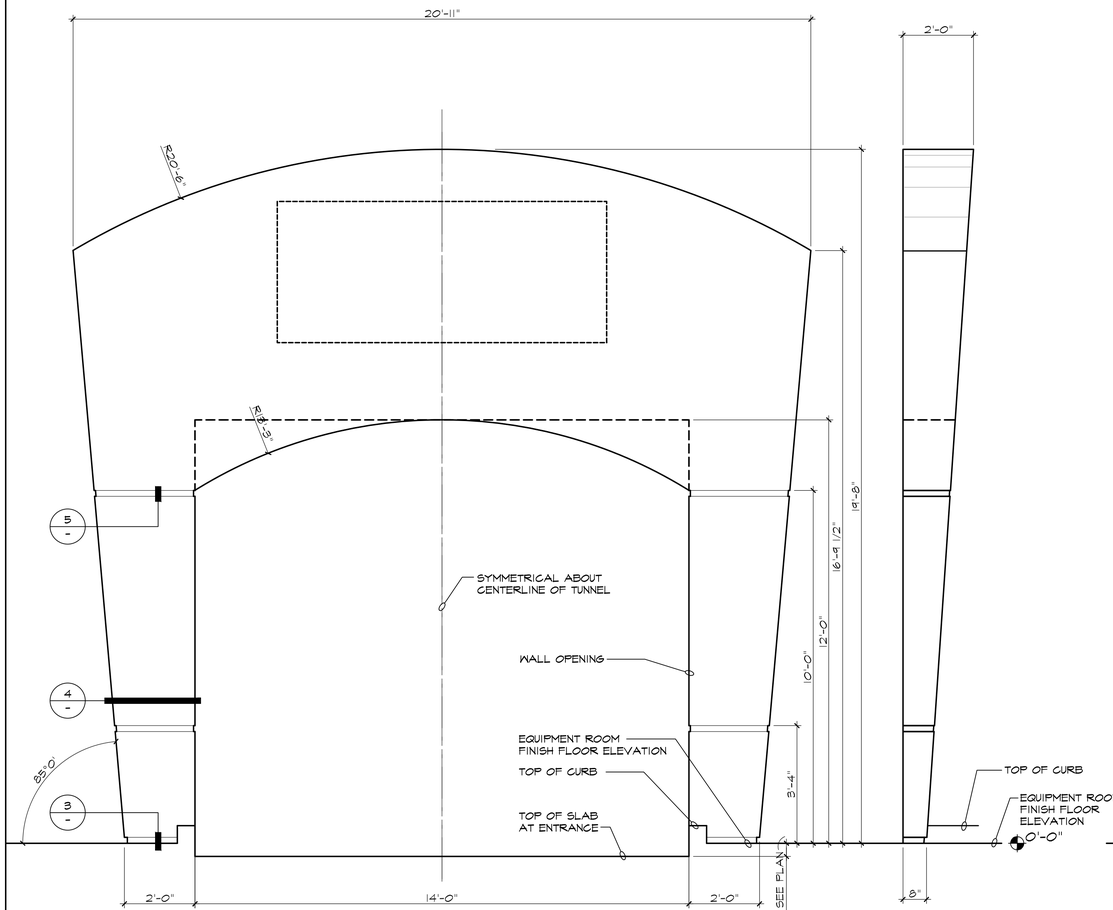
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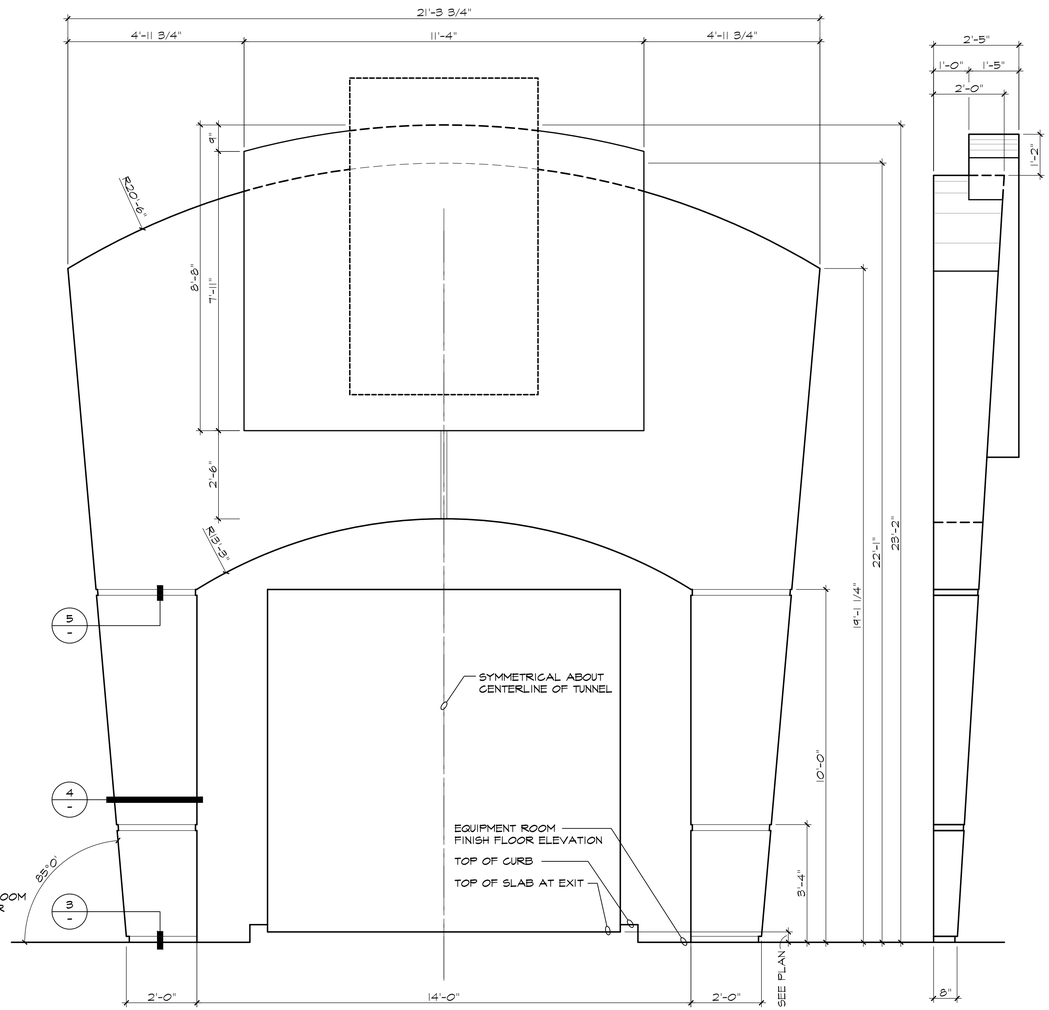
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REN. 11/30/23
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PLANNING DOCUMENTS

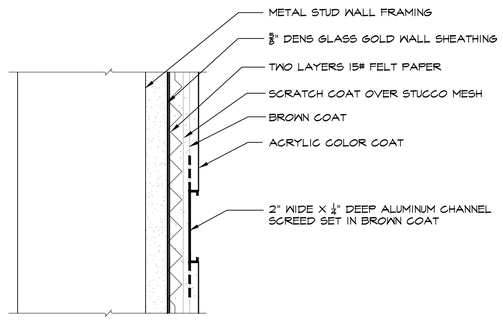
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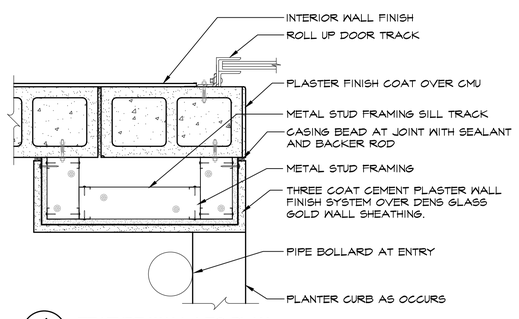
2 — ENTRY ARCH WALL FEATURE
SCALE: 1/2" = 1'-0"



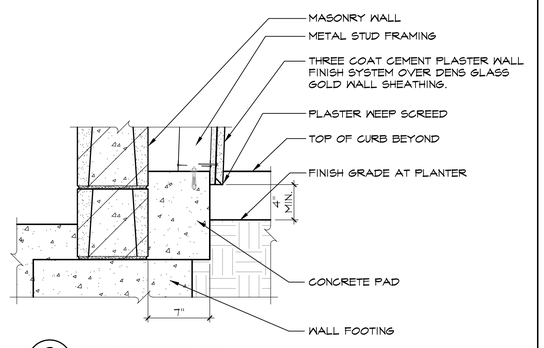
1 — EXIT ARCH WALL FEATURE
SCALE: 1/2" = 1'-0"



5 — PLASTER CHANNEL SCREED REVEAL
HALF SCALE



4 — FEATURE WALL LEG PLAN
SCALE: 1 1/2" = 1'-0"



3 — FEATURE WALL SILL
SCALE: 1 1/2" = 1'-0"

NOTE:
ALL EXPOSED CONCRETE TO HAVE SACK FINISH AT FOOTINGS FOR ARCADE AND PILASTERS (TYPICAL)

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QuickQuack CAR WASH

REVISIONS

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
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LAUREL AND O'HARA
OAKLEY, CA

ARCH WALL FEATURE ELEVATIONS

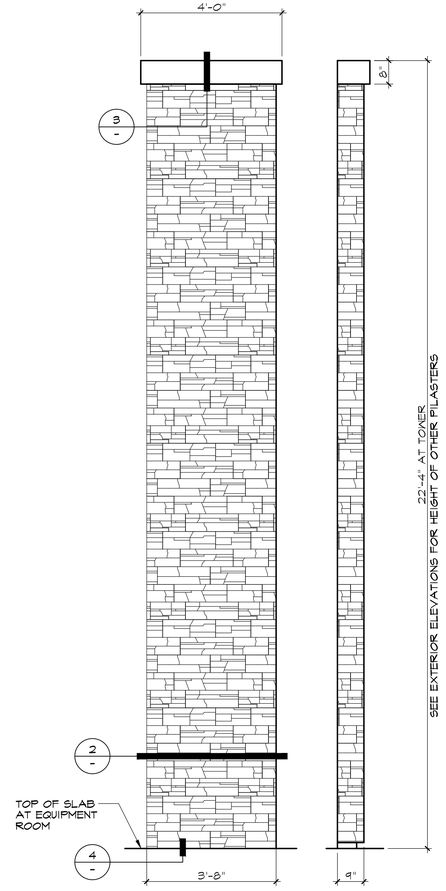
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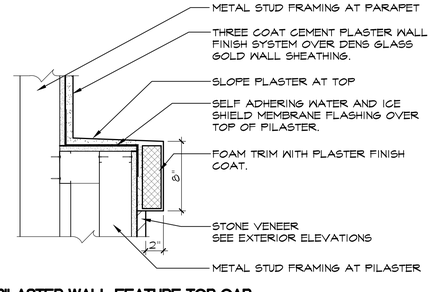
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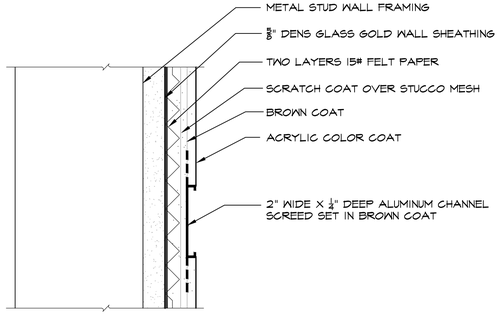
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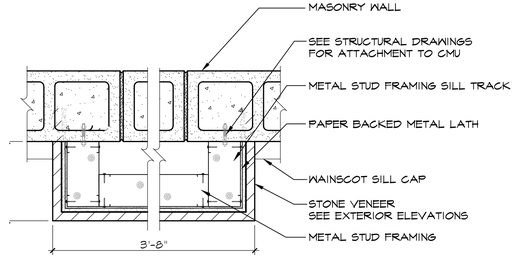
1 - TYPICAL PILASTER WALL FEATURE
SCALE: 1/2" = 1'-0"



4 - PILASTER WALL FEATURE TOP CAP
SCALE: 1 1/2" = 1'-0"



3 - PLASTER CHANNEL SCREED REVEAL
HALF SCALE



2 - PILASTER WALL FEATURE PLAN
SCALE: 1 1/2" = 1'-0"

NOTE:
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Quick Quack CAR WASH

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PILASTER ELEVATIONS

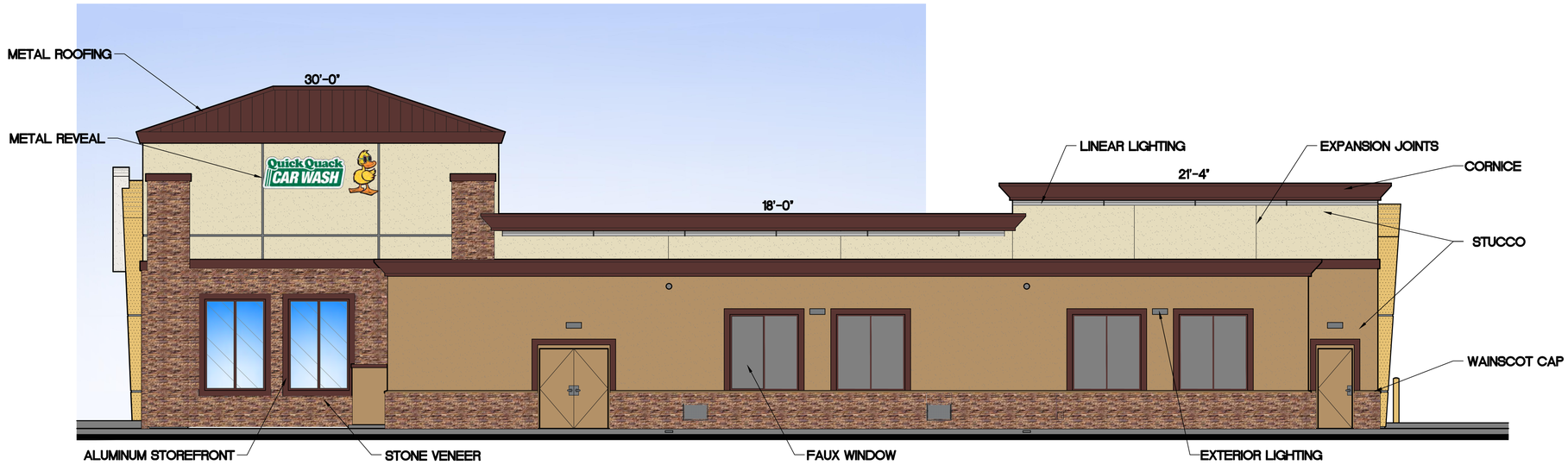
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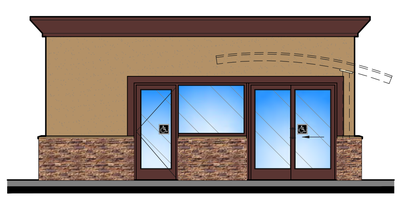
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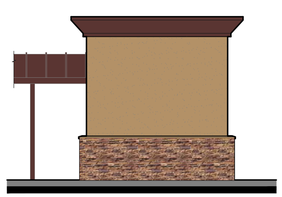
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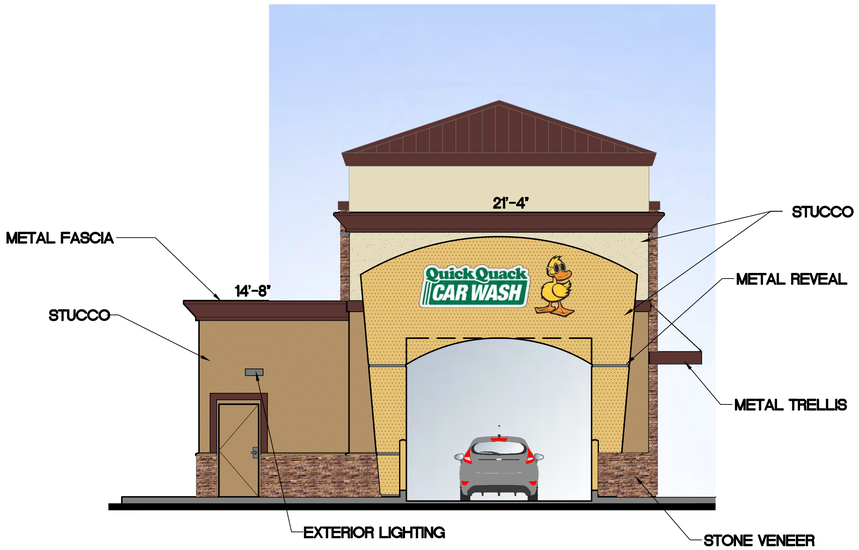
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4 O B STATION / OFFICE SOUTH ELEVATION
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3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT



2 CAR WASH NORTH ELEVATION
SCALE: 3/16" = 1'-0"
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QUICK QUACK CAR WASH
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LAUREL AND O'HARA
OAKLEY, CA

COLOR
ELEVATIONS

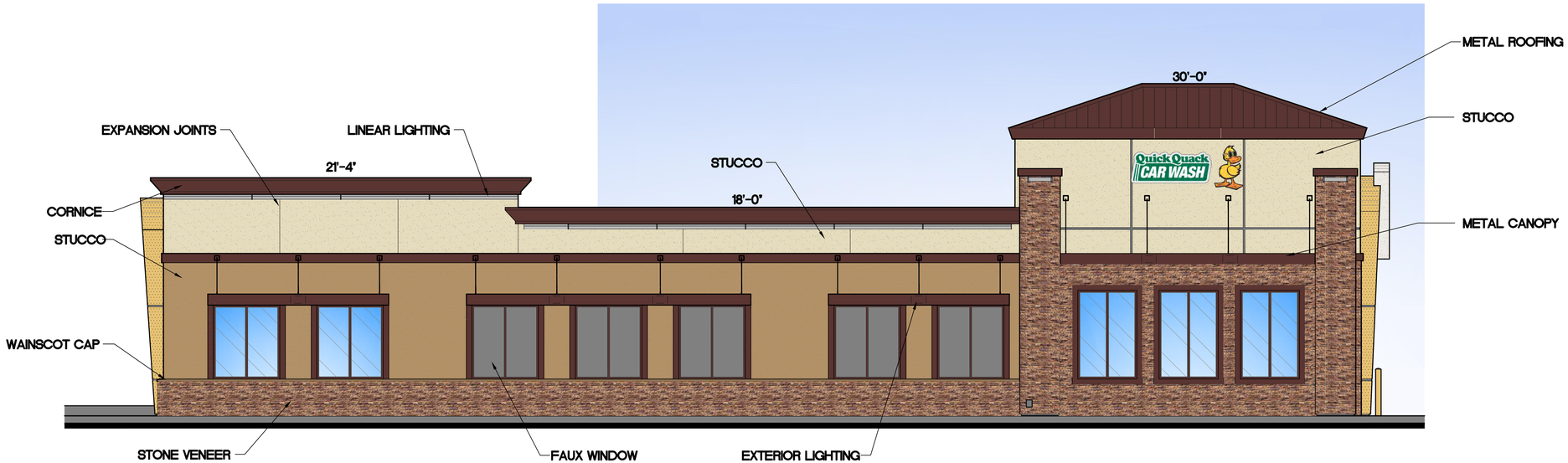
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PLANNING DOCUMENTS

A4.4



1 / - CAR WASH WEST ELEVATION
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT



2 / - CAR WASH SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

3/16 0 3/16 3/8
SCALE OF 3/16 INCH = 1 FOOT

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CRM Architects & Planners, Inc.
Carissimi Rohrer McMullen Architects and Planners, Inc.
5000 Stanford Ranch Road #720, Rocklin, CA 95765
phone: (916) 435-1500

REVISIONS

#	DATE	DESCRIPTION
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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

COLOR
ELEVATIONS

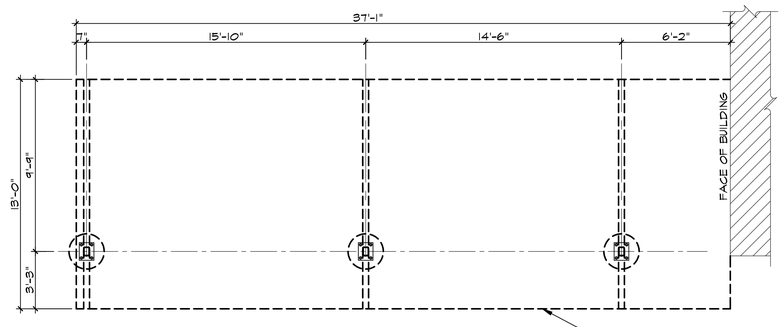
DATE: JANUARY 2022
CRM PROJECT #: 1919

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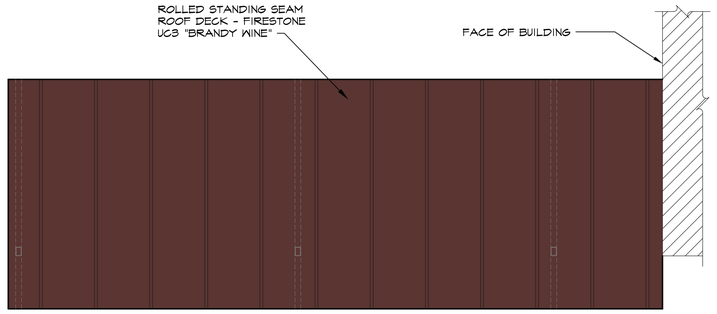
LICENSED ARCHITECT
BRUCE MICHAEL LARSEN
NO. C-29480
REN. 11/30/23
STATE OF CALIFORNIA

PLANNING DOCUMENTS

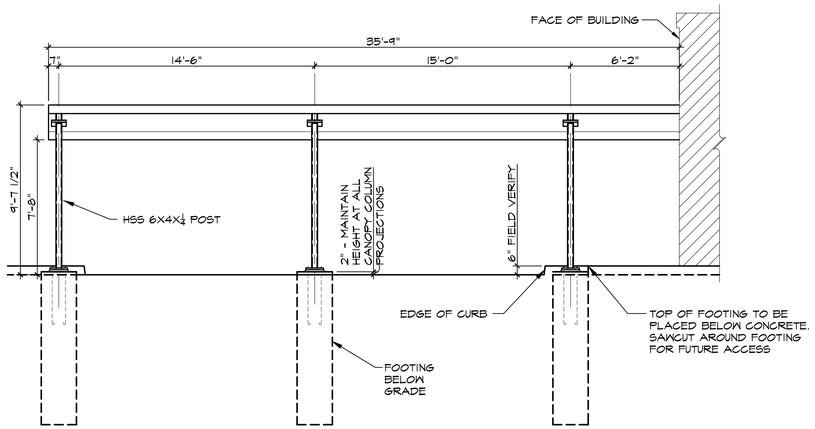
A4.5



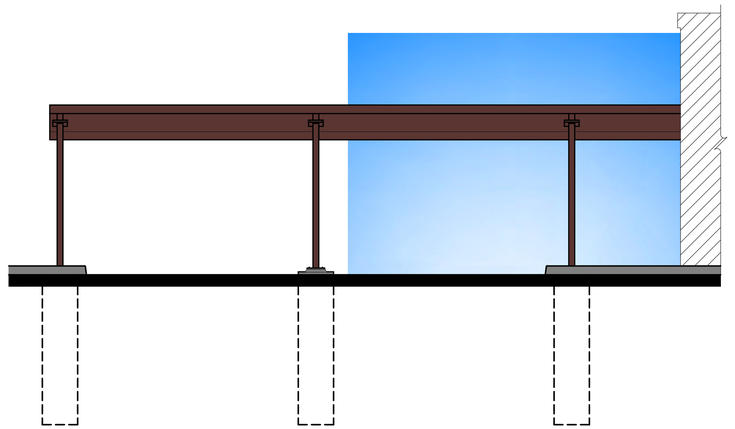
1 — **PAY STATION CANOPY PLAN**
SCALE: 1/4" = 1'-0"
1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT



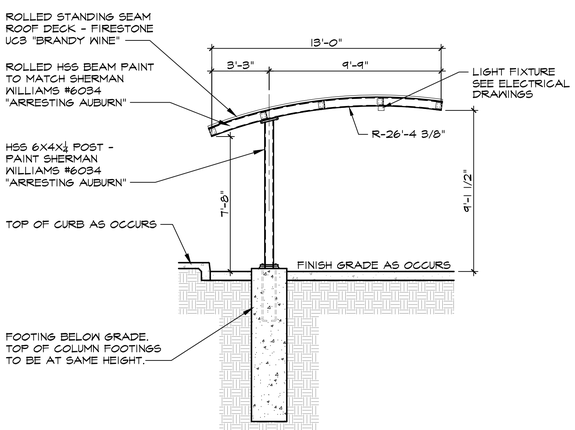
3 — **PAY STATION COLOR PLAN VIEW**
SCALE: 1/4" = 1'-0"
1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT



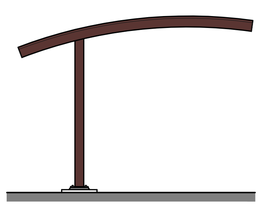
2 — **PAY STATION CANOPY ELEVATION**
SCALE: 1/4" = 1'-0"
1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT



4 — **PAY STATION CANOPY COLOR ELEVATION**
SCALE: 1/4" = 1'-0"
1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT



A-A — **TYPICAL CANOPY SECTION**
SCALE: 1/4" = 1'-0"
1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT



5 — **CANOPY SIDE ELEVATION**
SCALE: 1/4" = 1'-0"
1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT

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Quick Quack CAR WASH

REVISIONS

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

PAY CANOPY

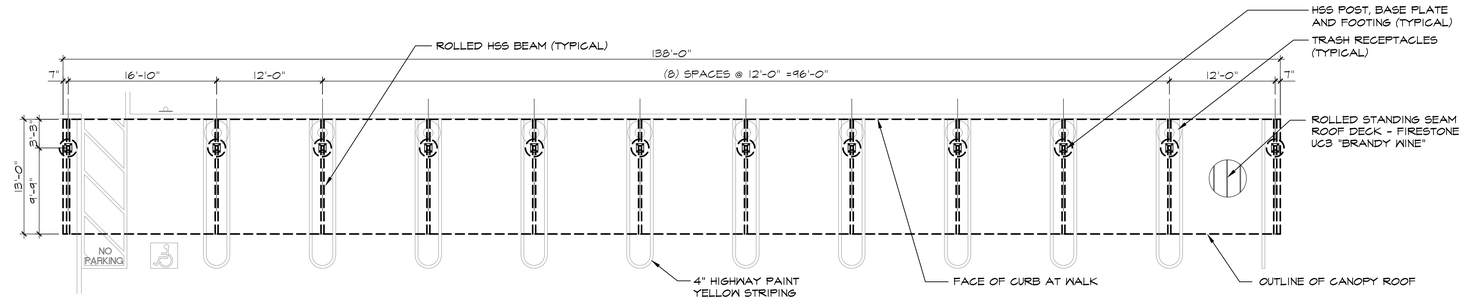
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BRUCE MICHAEL LAROSE
NO. C-29480
REN. 11/30/23
STATE OF CALIFORNIA

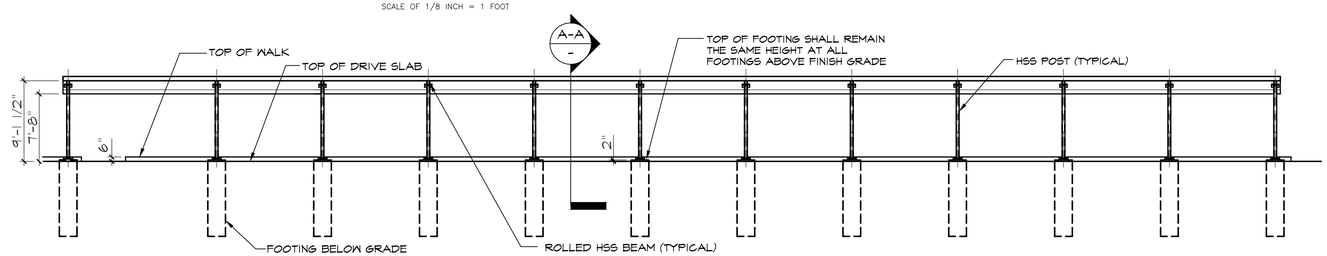
PLANNING DOCUMENTS

A5.0



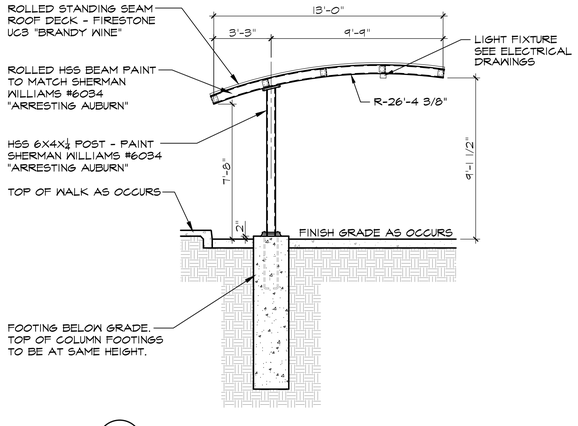
3 — **VACUUM CANOPY PLAN**
SCALE: 1/8" = 1'-0"

1/8 0 1/8 1/4
SCALE OF 1/8 INCH = 1 FOOT



4 — **VACUUM CANOPY ELEVATION**
SCALE: 1/8" = 1'-0"

1/8 0 1/8 1/4
SCALE OF 1/8 INCH = 1 FOOT



A-A — **TYPICAL CANOPY SECTION**
SCALE: 1/4" = 1'-0"

1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT

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phone: (916) 631-1500

REVISIONS

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

VACUUM CANOPY

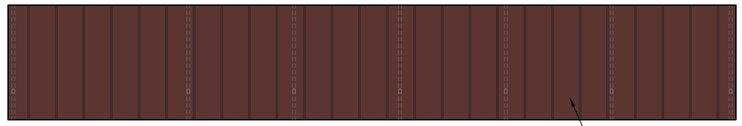
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REN. 11/30/23
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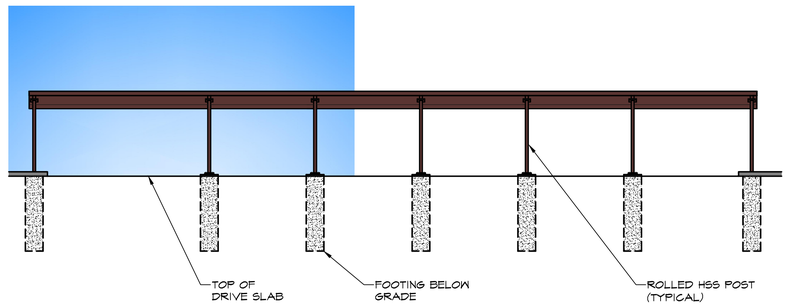
PLANNING DOCUMENTS

A5.1



4 / - **COLORED VACUUM CANOPY PLAN**
SCALE: 1/8" = 1'-0"

1/8 0 1/8 1/4
SCALE OF 1/8 INCH = 1 FOOT



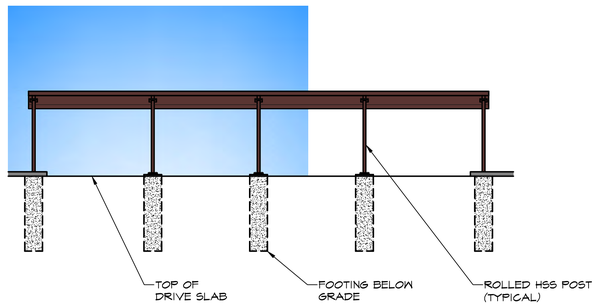
5 / - **COLORED VACUUM CANOPY ELEVATION**
SCALE: 1/8" = 1'-0"

1/8 0 1/8 1/4
SCALE OF 1/8 INCH = 1 FOOT



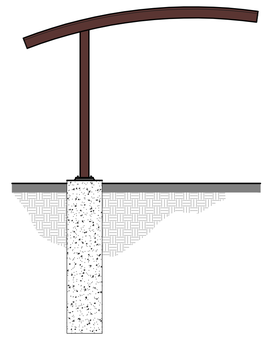
1 / - **COLORED VACUUM CANOPY PLAN**
SCALE: 1/8" = 1'-0"

1/8 0 1/8 1/4
SCALE OF 1/8 INCH = 1 FOOT



2 / - **COLORED VACUUM CANOPY ELEVATION**
SCALE: 1/8" = 1'-0"

1/8 0 1/8 1/4
SCALE OF 1/8 INCH = 1 FOOT



3 / - **COLORED TYPICAL CANOPY SIDE ELEVATION**
SCALE: 1/4" = 1'-0"

1/4 0 1/4 1/2
SCALE OF 1/4 INCH = 1 FOOT

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QUICK QUACK CAR WASH

REVISIONS

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

COLORED
VACUUM CANOPY

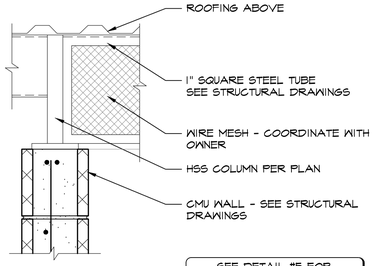
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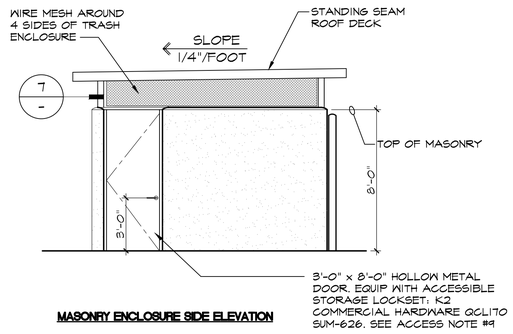
LICENSED ARCHITECT
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PLANNING DOCUMENTS

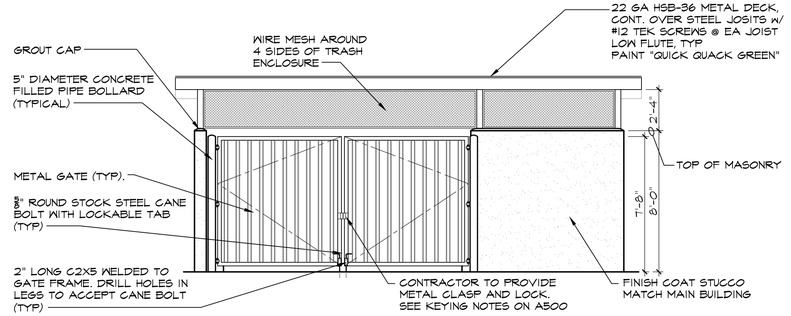
A5.2



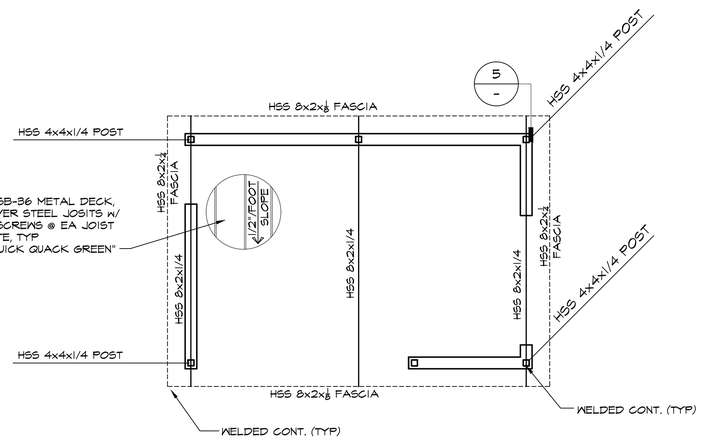
7 / - **MESH DETAIL**
SCALE: 1 1/2" = 1'-0"



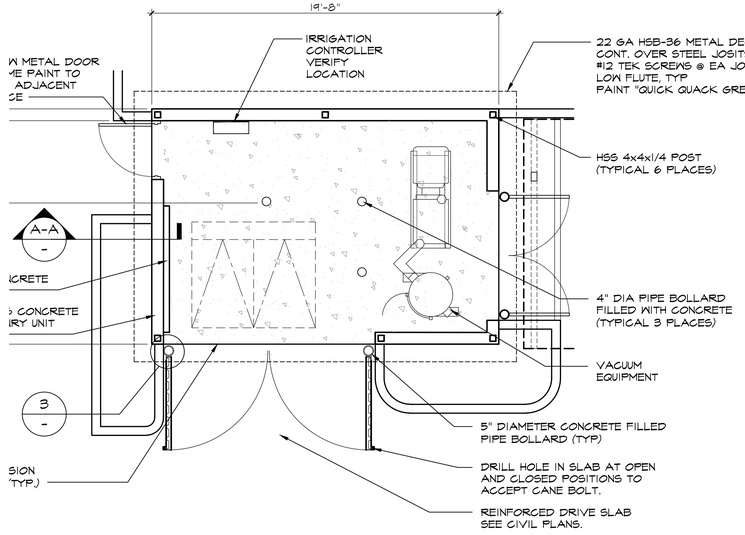
MASONRY ENCLOSURE SIDE ELEVATION



MASONRY ENCLOSURE FRONT ELEVATION



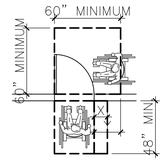
6 / - **DOUBLE TRASH ENCLOSURE ROOF PLAN**
SCALE: 1/4" = 1'-0"



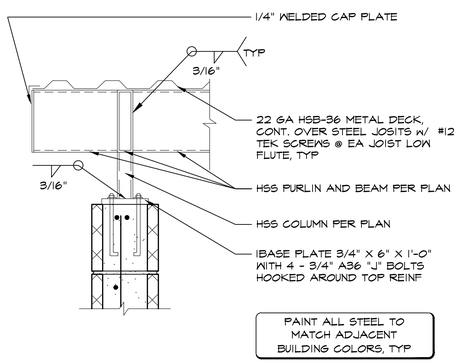
1 / - **MASONRY ENCLOSURE PLAN**
SCALE: 1/4" = 1'-0"
SEE DRAWING S1.4 FOR

ACCESS NOTES

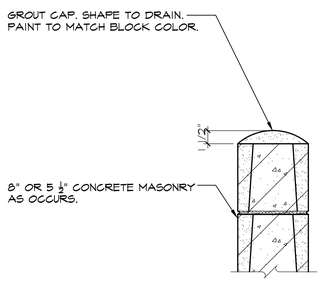
1. ACCESS GATE SHALL BE EQUIPPED WITH SINGLE-EFFORT. NON-GRASP HARDWARE CENTERED BETWEEN 34" AND 44" ABOVE FLOOR.
2. THE OPENING FORCE FOR ACCESS GATE SHALL NOT EXCEED 5 LBS.
3. IF THE ACCESS GATE HAS A CLOSER, THE CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION 90 DEGREES THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM
4. ACCESS GATE LANDING SHALL HAVE A MAXIMUM SLOPE NOT TO EXCEED 2% IN ANY DIRECTION.
5. BOTTOM 10" OF ACCESS SHALL BE OF A SMOOTH SURFACE
6. PROVIDE LOCK FOR ACCESS GATE AS REQUESTED BY OWNER
7. PROVIDE CLEARANCES FOR ACCESS GATE AS SHOWN BELOW:
8. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST PER 2016 CBC
9. SWINGING DOOR AND GATE SURFACES WITHIN 10" OF FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING FULL WIDTH OF THE DOOR OR GATE



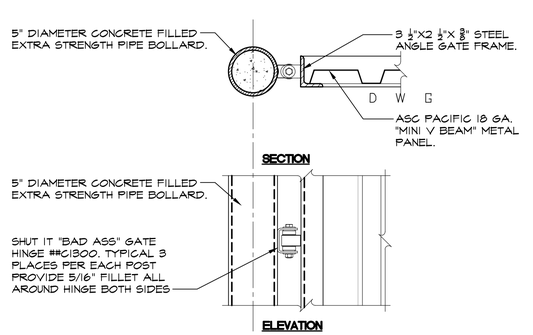
X = 12" CLEAR SPACE
Y = 24" CLEAR SPACE



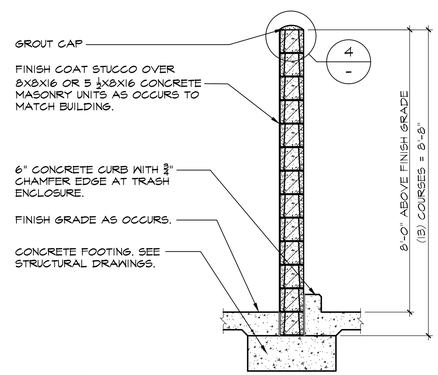
5 / - **SLEEVE HINGE DETAIL**
SCALE: 1 1/2" = 1'-0"



4 / - **WALL CAP DETAIL**
SCALE: 1 1/2" = 1'-0"



3 / - **GATE HINGE DETAIL**
SCALE: 1 1/2" = 1'-0"



A-A / - **WALL SECTION**
SCALE: 1/2" = 1'-0"

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phone: (916) 435-1500

Quick Quack CAR WASH

REVISIONS

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QUICK QUACK CAR WASH
AT LAUREL PLAZA
STORE #8-034
LAUREL AND O'HARA
OAKLEY, CA

SITE ELEMENTS

DATE: JANUARY 2022
CRM PROJECT #: 1919

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LICENSED ARCHITECT
BRUCE MICHAEL LAROSE
NO. C-29480
REN. 11/30/23
STATE OF CALIFORNIA

PLANNING DOCUMENTS

A6.0

RESOLUTION NO. XX-22

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE PROJECT KNOWN AS "QUICK QUACK CAR WASH AT LAUREL PLAZA CONDITIONAL USE PERMIT (CUP 02-20) AND DESIGN REVIEW (DR 08-20) LOCATED IN THE LAUREL PLAZA SHOPPING CENTER ON THE NORTHWEST CORNER OF LAUREL ROAD AND O'HARA AVENUE (APN: 035-510-009)

FINDINGS

WHEREAS, on November 12, 2020, Quick Quack Car Wash Holdings, LLC ("Applicant") filed an application requesting approval of a Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20) to construct a new 3,596 square foot ("sf.") drive-through car wash facility located on an approximately 0.8-acre parcel. In addition to the car wash facility, the applicant is requesting approval of vacuum and payment stations, trash enclosures, and associated site improvements ("Project"). The project site is located within the existing Laurel Plaza Shopping Center at the northwest corner of Laurel Road and O'Hara Avenue and is zoned RB (Retail Business) District: APN: 035-510-009.; and

WHEREAS, the Applicant's Plans include site plan, grading plan, conceptual landscape plans, building elevations, storm water control plan, truck circulation plan, and water efficient landscape ordinance calculations; ("Plans"); and

WHEREAS, on February 22, 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 RB (Retail Business) District; and

WHEREAS, the proposed project falls within the scope of the original Laurel Plaza Shopping Center Initial Study/Mitigated Negative Declaration (SCH #2008012068) California Environmental Quality Act (CEQA) analyses; and

WHEREAS, on January 25, 2022, the City Council held a publicly noticed Work Session on the Laurel Plaza Supplemental Traffic Operations Analysis Assessment at which Council Members provided individual feedback; and

WHEREAS, on or before April 1, 2022, 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, 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; and

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning Ordinance, the Oakley Commercial and Industrial Design Guidelines, the project plans, and the applicable information submitted to the City Council at its April 12, 2022 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 (hereafter the "Record").

A. The proposed project falls within the scope of the original Laurel Plaza Shopping Center Initial Study/Mitigated Negative Declaration (SCH #2008012068) California Environmental Quality Act (CEQA) analyses, thereby requiring filing of a CEQA Notice of Determination with the Contra Costa County Clerk and Governor's Office of Planning and Research State Clearinghouse following project approval.

B. Regarding the application requesting approval of a Conditional Use Permit to operate a "Drive-through Restaurant and Services" (CUP 02-20), the City Council finds:

1. That the site for the proposed use is adequate in size and shape to accommodate the use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this title to adapt the use with land and uses in the neighborhood, in that that the entirety of the use and all required setbacks, parking, landscaping and circulation is able to be accommodated;

2. That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use, in that the adjacent roadways (Laurel Road and O'Hara Avenue) are both adequate to carry any traffic generated by the use;

3. The proposed use will be arranged, designed, constructed, operated and maintained so as to be compatible with the intended character of the area and shall not change the essential character of the area from that intended by the General Plan and the applicable zoning ordinances, in that the General Plan intended the area for commercial uses, and the zoning ordinance allows drive-throughs with approval of a CUP and the applicant has taken input from the public, City Council and Staff, including turning the building 180 degrees and agreeing to conduct acoustical analysis after the use is fully operational as a means to ensure the use is as compatible as possible with surrounding uses;

4. That the proposed use provides for the continued growth and orderly development of the community and is consistent with the various elements and objectives of the General Plan, in that it is consistent with the Land Use Element by creating a new commercial use in a commercial designation that is compatible with the applicable zoning district on the same site, as conditioned in this resolution; and

5. That the proposed use, including any conditions attached thereto, will be established in compliance with the applicable provisions of the California Environmental Quality Act, in that the proposed use has been found, after additional analysis, to fall within the scope of the original Laurel Plaza Shopping Center Initial Study/Mitigated Negative Declaration (SCH #2008012068), and applicable mitigation measures from that MND will also apply to the proposed project.

C. Regarding the application requesting Design Review approval to develop an approximately 0.8-acre parcel within the Laurel Plaza shopping center with a new 3,596 square foot car wash (DR 08-20), the City Council finds:

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: The overall site planning meets required setbacks, circulation and parking, landscape, and buffer requirements, and locates the trash enclosure in a manner where it has minimal interference with the proposed use and other nearby uses;

2. Architecture, including massing and grouping; facades, entries and roofs; materials and colors; and screening of trash, loading and service areas, and mechanical equipment: Architecture and massing of the building meets the criteria as found in the adopted Oakley Commercial and Industrial Design Guidelines. Roof top equipment is screened from public view;

3. Landscaping and site elements, including general landscape areas; entry and plaza enhancements; parking lot landscaping; walls and fences; and lighting: The site is adequately landscaped, including the addition of trees for aesthetic and parking lot shade. Lighting is sufficient, and as conditioned, will provide additional pedestrian safety; and

4. Streetscapes, including major community entries; highlighted intersections; and district entries: The streetscape is existing and already in compliance with the standards for review.

D. The Project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the Applicant's request for approval of the project titled,

"Quick Quack Car Wash at Laurel Plaza Conditional Use Permit (CUP 02-20) and Design Review (DR 08-20)," 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 plans date stamped received by the Planning Division on March 17, 2022, 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 Department Conditions

General:

1. This Design Review is approved, as shown on the plans, date stamped by the Planning Department on March 17, 2022, and as conditioned herein.

2. This approval shall be effectuated within a period of one (1) year from the effective date of this resolution by pulling a building or grading permit and if not effectuated shall expire on April 12, 2023. Prior to said expiration date, the 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 April 12, 2022, 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 environmental document for the original Laurel Plaza Shopping Center (SCH #2008012068) shall be complied with and addressed as outlined in the Mitigation Monitoring Program approved for this project (incorporated as Exhibit A), per the review and approval of the Community Development Director.

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

Hours of Operation:

9. Normal hours of operation for the car wash shall be from 7:00 a.m. to 8:00 p.m. On days Oakley Union Elementary School District schools are in session, the car wash hours of operation shall not begin until at least 8:30 a.m. and maintain the same closing time. The applicant shall work independently with the school district to obtain a calendar of days school is in session.

Noise:

10. The applicant shall ensure that an additional acoustical analysis is conducted within 14 days of the car wash's full opening for business. The acoustical analysis shall review the operations actual noise levels in comparison to the City of Oakley General Plan thresholds. If the actual noise levels exceed the General Plan thresholds, the applicant shall immediately pursue solutions for attenuation, such as planting of larger trees at the property lines where the sound thresholds are exceeded. The method of attenuation is subject to review and approval of the Community Development Director ("CDD"). If the method of attenuation is not completed within a reasonable amount of time per the CDD's discretion, it may be cause for a violation of this Conditional Use Permit. In the event additional attenuation is required, the acoustical study shall be repeated within 14 days after implementation of the attenuation per the same requirements as above. Should the original additional acoustical analysis show the business operates within the General Plan thresholds, no additional attenuation shall be required.

Site Plan:

11. All parking stall striping shall be double striped. Parking stalls shall be 9 feet wide by 19 feet deep and all drive aisles shall be a minimum 24 feet in width as reviewed and approved by the Community Development Director.

12. A final lighting and photometric plan shall be submitted prior to the issuance of building permits. The minimum requirement shall be one foot of candle light within public parking areas and pedestrian pathways.

13. Light poles shall be a maximum height 20 feet, including the base, and shall provide glare shields where adjacent to existing residences per the review and approval of the Community Development Director.

14. 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 landscaping with climbing vines on three sides per the review and approval of the Community Development Director.

15. Storage shall be contained inside the building. Storage containers are not allowed and pallets, boxes, cardboard etc. shall not be stored outside.

Architectural Details:

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

17. 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:

18. 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."

19. 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.

20. 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.

21. The Applicant shall maintain all private landscaping until occupancy.

Signage:

22. All proposed permanent and temporary signage shall meet the requirements of the Laurel Plaza Master Sign Program approved by the City of Oakley on April 21, 2008, as applicable, and with the City's Zoning Ordinance. All proposed signage shall be reviewed by the Planning and Building Divisions.

Waste Management Plan:

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

Building Division Conditions

24. 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.

25. 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

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF AN ENCROACHMENT AND/OR GRADING PERMIT:

26. 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.

27. ENCROACHMENT PERMIT. All work in the public right-of-way, including any lockage or partial closure of sidewalks will require an Encroachment Permit.

Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 be in compliance with applicable measures contained in the City of Oakley's NPDES Permit.

33. 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 in order to insure 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.

34. 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.

35. 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 8:30 A.M. to 2:30 P.M. on M, T, TH & F. 8:30 A.M. to 12:00 P.M. on W.

    d. The traffic control plan shall be reviewed for compliance to 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE APPROVAL OF THE GRADING PLAN:

42. 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.

43. 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.

c. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet to the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with the 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 Engineering shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.

e. Prior to commencement of any site work that will be 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

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

- Offer pavers for household driveways and/or walkways as an option to buyers.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City Standards.

- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.
- 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:

45. 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 pond to the city Engineer for review and approval. The report shall includes study of the downstream stormdrain facilities to confirm its adequacy and mitigate on-site so that the peak flows of post-project conditions do not exceed the pre-project peak flows.

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

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

    e. On-site parking area and driveways shall not surface drain across public sidewalk or driveway aprons.

46. SIGHT DISTANCE EXHIBIT. 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.

47. 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.

48. JOINT TRENCH PLANS. The applicant shall submit Joint Trench Composite Plans to the City for review prior to approval of improvement plans or issuance of the building permit. 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.

49. UTILITIES & UNDERGROUNDING.

    a. Underground all new and existing 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.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT:

50. 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 commencing with foundation construction of the building.

51. 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.

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

53. ACCESS AGREEMENTS. Develop for the City's review and approval and enter into a private joint access agreement that allows the adjacent parcels within the project to utilize common drive aisles.

54. LANDSSCAPE AGREEMENT. Enter into an agreement with the City that requires the right of way landscaping adjacent to the site to be maintained as part of the on-site landscaping at the property owner's expense to a standard acceptable and agreed upon by the City.

55. 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 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.

56. 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 review and approved the Engineering Inspector. A Mylar and AutoCAD disk of the approved "as-built" plans shall be provided to the City before acceptance of improvements.

57. 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);

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

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

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

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

f. Fire Facilities Impact Fee (adopted by Resolution No. 09-01);

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

58. ANNEXATIONS

a. Annex the property to the City of Oakley Community Facilities District No. 2018-1 Fire Protection Services (CFD – Community Facilities District) for funding certain services within the boundaries of the City of Oakley including fire protection services. The applicant/ owner/ developer shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of the annexations shall be paid by the applicant/owner/developer. The assessment shall be the per parcel annual amount set by CFD at the time of the annexation. Annexation shall be completed prior to issuance of the building permit.

b. Participate in the provision of funding to maintain police services by voting to approve a special tax. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the issuance of the building permit. If the commercial building is occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rate share for the remainder of the tax year prior to the City conducting a final inspection.

c. Annex the property to the City of Oakley Community Facilities District No. 2015-2 (CFD) for funding the maintenance and operation costs associated with regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of the annexations shall be paid by Applicant. The assessment shall be the per parcel annual amount set by CFD at the time of annexation. Annexation shall be completed prior to issuance of the building permit.

Advisory Notes

The following Advisory Notes are provided to the Applicant as a courtesy but are not a part of the conditions of approval. Advisory Notes are provided for the purpose of informing the Applicant of additional ordinance requirements that must be met in order to proceed with development.

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

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the April 12, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
Randy Pope, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

OAKLEY
CALIFORNIA

STAFF REPORT

Date: April 12, 2022

Approved and Forwarded to the City Council

To: City Council

From: Joshua McMurray, City Manager
Derek Cole, City Attorney

Subject: Adopt a Reimbursement Agreement with ACD-TI Oakley, LLC, a California limited liability company, related to the Widening and Construction of East Cypress Road, Bethel Island Road, Rock Slough Bridge, and Jersey Island Road related to the Grand Cypress Preserve Development Project

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Background and Analysis

The Grand Cypress Preserve Project is the largest residential development in Oakley and a major component of the East Cypress Corridor Specific Plan. When originally approved, the East Cypress Corridor Specific Plan had several property owners in control of multiple large pieces of land. Eventually, these pieces of lands were acquired and made into the largest residential subdivision project in Oakley, and what is today referred to as the Grand Cypress Preserve.

The Grand Cypress Preserve Project is made up of six Vesting Tentative Maps approved under the titles, "KT KB Oakley, LLC Subdivision 9311," "Lesher Subdivision 9404," "Dal Porto Subdivision 9401," "Bethel Island, LLC Subdivision 9156," "Pacific West Communities, Inc. MS 11-976," and the "Farr Tentative Parcel Map MS 15-976." Combined, the six subdivisions include approximately 1,256 acres and 3,167 single family residential lots. These subdivisions have approved Development Agreements with the City, and their approvals go as far back as 2005.

Some of the most critical public infrastructure projects for the Oakley community will be constructed to modern City standards as part of the Grand Cypress Preserve Project. These improvements include the widening of East Cypress Road between Jersey Island Road to Bethel Island Road, widening the full width of Jersey Island Road along the development frontage, and Bethel Island Road from East Cypress Road to Rock Slough Bridge, and the construction of Rock Slough Bridge.

The construction of the above referenced infrastructure projects will go a long way in improving the roadway system in the far east end of Oakley and enhance the quality

of life and safety for the residents of the area by providing emergency vehicle and evacuation routes with the construction of the fully improved East Cypress Road from the canal crossing to the intersection of East Cypress Road and Bethel Island Road and ultimately a secondary exit route, which would be the southerly extension of Bethel island Road over a new bridge over Rock Slough and ultimately connecting to Byron Highway, which will be of critical importance in times of emergencies that require evacuation of the residents. The construction cost of these public infrastructure projects is estimated at over $64M. These infrastructure projects once constructed will not only benefit the new residents of the Grand Cypress Preserve subdivisions, but also the residents of far east Oakley. There is logic supported by the prior approvals and the East Cypress Corridor Specific Plan, that the developer of the Grand Cypress Preserve Project be entitled to receive reimbursements and or credits for a part of their expenditures constructing these public improvements.

Staff has been working with the developer of the Grand Cypress Preserve Project over the past several months to determine the number of reimbursements that this developer would be entitled to, as a part of their constructing the public infrastructure. The result of staff's work is the attached reimbursement agreement in the amount of $28,607,254.81 that will ensure that all the public infrastructure will get constructed in a timely manner. As described in the Fiscal Impact section below, the finding sources for this agreement come from three distinct sources.

The other terms of the agreement include the following:

- Requiring the improvements related to the total reconstruction of East Cypress Road to provide a 4-lane divided roadway from the canal to the East Cypress Road and Bethel Island Road intersection within 24 months of the developer starting work.

- Locks in the Traffic Impact Fee at the rate effective as of January 1, 2022 ($13,399.20 per lot) for a period of 5 years after the improvements are completed.

- In the event the Burroughs Property does not sell and the City then needs to transfer the Burroughs Property from the City to the Developer, the Developer is required to work in good faith with Westgate Ventures (City's partner on the Burroughs Property project) to complete the Burroughs project as approved.

- During the construction of the improvements, the Developer is required to submit to the City for review and approval any change orders in excess of $100,000.

Fiscal Impact

The reimbursement that is part of this agreement will come from three sources:

- The City's Traffic Impact Fee Fund as a per lot credit for the developer totaling $10,041,089.00; and

- The estimated sum of $11,755,637.00 from the sale of property the City owns (Burroughs Property); and
- The estimated sum of $6,781,165.81 from additional sources the City shall identify, which may include the issuance of bonds.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the reimbursement agreement for traffic fee credits with ACD-TI Oakley.

Attachments

1) Resolution
2) Reimbursement Agreement

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE AGREEMENT BETWEEN THE CITY OF OAKLEY AND ACD-TI OAKLEY, LLC CONCERNING REIMBURSEMENT FOR CONSTRUCTION OF IMPROVEMENTS RELATED TO THE GRAND CYPRESS PRESERVE PROJECT

WHEREAS, ACD-TI Oakley, LLC ("Developer"), the developer of the Grand Cypress Reserve Project ("Project"), has land use entitlements to develop nearly 3,000 units within the East Cypress Corridor Specific Plan Area ("Specific Plan Area").

WHEREAS, as a condition to the development of the Project, the Developer is required to design, construct, and install offsite or excess capacity traffic improvements, and to dedicate land to construct such improvements (the "Improvements").

WHEREAS, the Improvements include the widening of East Cypress Road between Jersey Island Road to Bethel Island Road, widening the full width of Jersey Island Road along the development frontage, and Bethel Island Road from East Cypress Road to Rock Slough Bridge, and the construction of Rock Slough Bridge.

WHEREAS, Developer's cost to construct all the Improvements is estimated to be $64,384,180.70; if Developer were to receive the full fair-share contributions for the portions of the Improvements not attributable to its Project, Developer would receive $45,282,800.99 ("Full Fair-Share Amount").

WHEREAS, the City and Developer seek to memorialize their agreement that Developer receive reimbursement, from specified sources, for $28,607,254.81 of the total cost of the Improvements.

WHEREAS, the City and Developer further agree to memorialize their agreement as to how the City will take such further actions as necessary to secure reimbursement of Developer's Full Fair-Share Amount from properties that obtain future entitlements within the Specific Plan Area.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Oakley hereby approves the Agreement Between the City of Oakley and ACD-TI Oakley, LLC Concerning Reimbursement for Construction of Improvements Related to the Grand Cypress Preserve Project ("Agreement," a true and correct copy of which is attached as **Exhibit A** to this Agreement), and the City Council authorizes the City Manager to execute the Agreement on the City's behalf.

BE IT FURTHER RESOLVED, The City Council finds that the approval of the Agreement is not subject to the California Environmental Quality Act ("CEQA") because such approval is not a project, as it involves government funding activities per CEQA Guidelines (California Code of Regulations, Title 14) section

15378(b)(4), and all environmental impacts associated with the Project have been previously analyzed during the Project's entitlement processes.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 12th day of April, 2022 by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

_____
Randy Pope, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk Date

AGREEMENT BETWEEN THE CITY OF OAKLEY AND ACD-TI OAKLEY, LLC CONCERNING REIMBURSEMENT FOR CONSTRUCTION OF IMPROVEMENTS RELATED TO THE GRAND CYPRESS PRESERVE PROJECT

This Agreement for the design and construction of traffic and park improvements for the Grand Cypress Preserve Project, and for reimbursement of improvement costs ("Agreement"), is entered into as of April 13, 2022 ("Effective Date") and is made by and between the City of Oakley, a California municipal corporation ("City") and ACD-TI Oakley, LLC, a California limited liability company ("Developer"). City and Developer are collectively referred to within as "Parties" to this Agreement.

RECITALS

A. Developer owns the real Property described in **Exhibit A,** attached hereto, and incorporated herein by this reference ("Property").

B. Developer's predecessors-in-interest obtained various approvals and entitlements (the "Approvals") for development of the Property, including the following:

1. *Environmental Impact Report*. Pursuant to the California Environmental Quality Act of 1970, Pub. Res. Code §§ 21000-21178, as amended and the Guidelines for Implementation of the California Environmental Quality Act, Cal. Code Regs. Title 14, §§15000-15387 (collectively, "CEQA"), the City Council certified a final environmental impact report for the Grand Cypress Preserve Project (SCH No. 2007012075) pursuant to Resolution No. 116-07 ("Project EIR").

2. *East Cypress Corridor Specific Plan ("Specific Plan")*. The City Council, after a duly noticed public hearing and certification of the Project EIR, introduced, and adopted Ordinance No. 10-09, adopting the Specific Plan and rezoning the plan encompasses ("Specific Plan Area") to SP-1 District.

3. *Vesting Tentative Maps*. The City Council, after a duly noticed public hearing and certification of the Project EIR, adopting resolutions approving six separate Vesting Tentative Maps associated with the Grand Cypress Preserve Project as follows (listed in order of Planning Area number):

a. KT KB Oakley, LLC Subdivision 9311 (Planning Area 1): Resolution No. 45- 12 adopted May 8, 2012. Subdivided 334 acres into 276 single family residential lots. Also included 227 acres of wetland/open space (TM 01-12).

b. Lesher Subdivision 9404 (Planning Area 1): Resolution No. 98-15 adopted July 14, 2015. Subdivided 355 acres into 1,056 single family residential lots (TM 03-15). Resolution 150-20 adopted November 10, 2020. Subdivided 14.7 acres into 227 single family residential lots (TM 04-20).

c. Dal Porto Subdivision 9401 (Planning Area 3): Resolution No. 96-15 adopted July 14, 2015. Subdivided 183 acres into 403 single family residential lots (TM 02-15).

d. Bethel Island, LLC Subdivision 9156 (Planning Area 4): Resolution No. 122- 11 adopted November 8, 2011. Subdivided 351 acres into 933 single family residential lots and 195 apartments (TM 02-11). Resolution No. 149-20 adopted November 10, 2020. Subdivided 10.9 acres into 162 single family residential lots (TM 03-20).

e. Pacific West Communities, Inc. Tentative Parcel Map MS 11-976 (Planning Area 6-H): Resolution No. 11-12 adopted January 24, 2012 (TPM 01-11). Subdivided two parcels totaling approximately 16.44 acres into four parcels.

f. Farr Tentative Parcel Map MS 15-976 (a portion of Planning Area 6-W): Resolution No. 97-15 adopted July 14, 2015 (TPM 02-15). Subdivided approximately 2.1-acre parcel into two lots of approximately 47,000 square feet and approximately 43,400 square feet. Resolution No. 91-18 adopted July 10, 2018. Approving applicant's request for Farr MS 15-976 Tentative Map Extension (TME 02-18)

4. Development Agreements have been recorded for the six separate subdivision projects as listed in Recital B.3 of this Agreement as follows (listed in order of approval):

a. Lesher (Planning Area 1): Recorded October 11, 2005. Approved through adoption of City Council Ordinance No. 25-05 on September 25, 2005.

b. Bethel Island, LLC (Planning Area 4): Recorded February 8, 2012. Approved through adoption of City Council Ordinance No. 26-11 on January 10, 2012.

c. Lesher (Planning Area 1): Recorded May 2, 2012. Approved through adoption of City Council Ordinance No. 25-11 on January 10, 2012.

d. Pacific West Communities, Inc. (Planning Area 6-H): Recorded February 8, 2012. Approved through adoption of City Council Ordinance No. 27-11 on January 10, 2012.

e. KT KB Oakley, LLC/Lesher (Planning Area 1): Recorded July 6, 2012. Approved through adoption of City Council Ordinance No. 03-12 on May 22, 2012.

f. Dal Porto (Planning Area 3): Recorded January 15, 2016. Approved through adoption of City Council Ordinance No. 10-15 on August 11, 2015.

D. As a condition to the development of the Property, City's Approvals required Developer to design, construct, and install offsite or excess capacity traffic improvements, and to dedicate land to construct such improvements (collectively, "Improvements"), subject to reimbursement and fee credits from City to Developer in accordance with applicable law. The Improvements that Developer will construct are identified in the attached **Exhibit B**. These improvements include the widening of East Cypress Road between Jersey Island Road to Bethel Island Road, widening the full width of Jersey Island Road along the development frontage, and Bethel Island Road from East Cypress Road to Rock Slough Bridge, and the construction of Rock Slough Bridge.

E. The purpose of the Agreement is provide for the reimbursement for Developer's construction of excess improvements, beyond its fair-share obligations, related to the Improvements. The rights and interests of Developer and City relative to the development, timing, maintenance and repair, and ownership of the Improvements are contained in the Approvals and are not intended to be changed, amended, or superseded by this Agreement.

F. Developer's estimated cost to construct all the Improvements is estimated to be $64,384,180.70, as more fully described in the attached **Exhibit B**. Of the total amount of the cost of the Improvements, the Parties to this Agreement seek to memorialize their agreement that Developer receive reimbursement, from the sources described within, for $28,607,254.81 of the total cost of the Improvements ("Reimbursement Obligation").

G. The Parties agree that if Developer were to be reimbursed up to its full faire share to construct the Improvements under the Approvals, it would receive reimbursement in the amount of $45,282,800.99, plus or minus any True-Up Amount (as defined below) applied to the Reimbursement Obligation ("Full Fair-Share Amount"). Through this Agreement, the Parties provide mechanisms by which City shall be required to take additional steps in order to reimburse Developer up to the Full Fair-Share Amount, but notwithstanding those additional steps, shall be required to reimburse Developer the Reimbursement Obligation at a minimum.

H In exchange for Developer's construction of the Improvements, the Parties intend to provide reimbursement in the amount of the Reimbursement Obligation to Developer for certain of its Improvement costs, as described in the preceding Recital, from three sources. These include the estimated sum of $10,041,089.00 from City's Traffic Impact Fee ("TIF") Fund ("TIFF"); the estimated sum of $11,755,637 ("Property Transfer Amount") from the sale of property City owns, as described within; and the estimated sum of $6,781,165.81 ("Remaining Payment") from additional sources City shall identify, which may include the issuance of bonds.

I. Nothing in this Agreement is intended to, or shall be construed, as a modification, amendment to, or change to any of the entitlements that comprise the Approvals. The purpose of

this Agreement is solely to provide for reimbursement mechanisms for Developer as more fully described within.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises as set forth in this Agreement, and subject to the terms, provisions, and conditions set forth below, City and Developer hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct, and hereby incorporated into the Agreement as if set forth in full herein.

2. General Obligations of the Parties. In exchange for Developer's construction of the Improvements, as provided in Section 6 of this Agreement, City agrees to reimburse Developer as provided in Sections 3, 4, 5, 7 and 8 of this Agreement. Additionally, City shall undertake such actions as are required in Section 8, which actions would result in the transfer of further funds from future entitled properties in the Specific Plan Area, whether through TIF or other direct obligations of future developers to pay their fair share of the Improvements. Upon completion of the East Cypress Road Improvement, between Jersey Island Road and Bethel Island Road, including full intersection improvements at both ends (Projects 1, 2, and 3, as referenced in **Exhibit B**, "East Cypress Improvement"), Developer shall be entitled to TIF credits as set forth and defined in Section 3, below. Further, upon the construction of Projects 1 through 3 as referenced in **Exhibit B**, the Reimbursement Obligation shall be modified to reflect the actual costs incurred by Developer in the construction of Projects 1 through 3 as referenced in **Exhibit B**. To the extent a modification is necessary, then the Reimbursement Obligation shall be increased or decreased based upon the difference between the projected cost and actual cost of each of the three projects multiplied by their True-Up Percentages (as defined in the attached **Exhibit B**), the result of which will be added to or subtracted from the Reimbursement Obligation (the "True-Up Amount").

3. Reimbursement from the TIFF

A. *Authority for Reimbursement*.

i. Development of the Property is subject to the payment of City of Oakley TIF per the Approvals.

ii. City's Municipal Code authorizes credits and reimbursements applicable to Oakley Traffic Impact Fees (1) by landowners who have advanced funds for the construction of roadway infrastructure that otherwise would be paid from the revenue of the fees collected by City under its Traffic Impact Fee program, and (2) by landowners who roadway infrastructure that otherwise would be paid for from the revenue of the fees collected by City under its fee program.

iii. As required by the Approvals, Developer is willing to advance the costs of designing, financing, constructing, and installing for the approved

Improvements, subject to fee credits on a per lot basis for the costs paid or incurred for the construction of the Improvements, as set forth below.

iv. City will benefit from the Improvements and may later collect fees in amounts that are attributable to other benefitted properties, and therefore City will provide Developer with such credits and City thereafter will collect additional fees from others benefitted by the Improvements. City has found that this Agreement is in accordance with the requirements of its Municipal Code and with California Government Code Section 66485 through 66489.

B. ***Source and Method of Reimbursement.*** Fee credits shall be provided under this Agreement for Improvements that have been constructed and accepted by City or bonded in accordance with City ordinances and policies or secured by Developer in a manner satisfactory to the City Engineer. The Improvements shall be constructed per the timelines and phasing set forth in the Approvals.

C. ***Fee Credits.*** Upon completion of the East Cypress Improvement, Developer, or its assigns, shall be entitled to a fee credit for one-hundred percent (100%) of the TIF ("TIF Credit") for the first 747 lots constructed, which would otherwise be paid for each lot upon the pulling of a building permit for the construction of a unit on such lot. For all lots above this amount, Developer shall pay the full amount of the fee as stated in Paragraph 3.D of this Agreement.

D. ***Amount of Fee.*** City agrees that Developer shall, from the Effective Date through five years from the acceptance by City of the East Cypress Improvement, as described in Section 6.E, below, pay the TIF in the amount of $13,399.20 per lot, as existed on January 1, 2022; and thereafter, Developer shall pay the TIF in the amounts as then exist, subject to any increases, whether automatic or discretionarily imposed.

4. Proceeds from Sale of Burroughs Property

A. ***Purchase Transaction Terms.*** The Parties acknowledge that City is the owner in fee of 27.0 acres of real property located at East Cypress Road and Knightsen Avenue, as more particularly described as Contra Costa County Assessor Parcel No. 032-081-025 ("Burroughs Property"). As of the Effective Date, City is in contract for the sale of the Burroughs Property ("Purchase Transaction") to D.R. Horton Bay, Inc. ("Purchaser") for the purchase price of $12,118,602 ("Purchase Price") with closing of the purchase required to occur on or before September 29, 2022 ("Closing Date"). The Parties acknowledge City is obligated to pay a broker commission of upon the closing of this transaction, following which City would effectively receive $11,755,637, the Property Transfer Amount.

B. ***Transfer of Property Transfer Amount for Benefit of Developer.*** As an additional component of City's Reimbursement Obligation to Developer, City shall within 30 days of City's receipt of the Property Transfer Amount, transfer the Property Transfer

Amount into escrow for the benefit of and distribution to Developer, as provided in Section 7 of this Agreement.

C. ***City Obligation Upon Failure to Close Purchase Transaction***. Should City fail to close the Purchase Transaction by the Closing Date, or by such extended closing date, but no later than February 28, 2023, City shall, within ten business days, offer to transfer title to the Burroughs Property, free of any and all encumbrances, by grant deed to Developer. Developer shall be commercially reasonably required to accept such property in satisfaction of the Property Transfer Amount within five business days. Upon which acceptance, City shall transfer title to the Burroughs Property as set forth above, within three business days. Upon such transfer, Developer shall thereupon own the Burroughs Property free and clear, and shall have all rights related to the quiet enjoyment, right to develop, and ability to alienate the Burroughs Property as it in its sole discretion chooses to exercise. Upon the effective date of such transfer of title, City shall be deemed to have transferred to Developer an amount in value equivalent to the Property Transfer Amount for purpose of its Reimbursement Obligation under this Agreement. Should City transfer title to the Burroughs Property to Developer, City shall defend, indemnify, and hold harmless Developer from any claims, lawsuits, or legal actions arising from or relating to the failure to close the Purchase transaction with Purchaser. In the event Developer in its commercially reasonable judgment decides not to accept the transfer of the Burroughs Property, the Property Transfer Amount shall be satisfied pursuant to the terms of Section 8, below.

D. ***Developer Obligation to Adjacent Property Owner Upon Acceptance of Title to Burroughs Property.*** In the event City fails to close the Purchase Transaction and Developer elects to accept title to the Burroughs Property in lieu of the Property Transfer Amount as described in Section 6.C, above, Developer shall cooperate with the owner of adjacent property ("Adjacent Property Owner") located at the northeast corner of East Cypress Road and Knightsen Avenue, as more particularly described as Contra Costa County Assessor Parcel Nos. 032-081-026 and 032-081-025, or Subdivision 9557 Vesting Tentative Map 01-21 ("Adjacent Property"), in pursuit of entitlements and construction of improvements relating to a road that will service both the Burroughs Property and Adjacent Property ("Service Road Improvement"). Both Developer and Adjacent Property Owner will agree not to impede any development and will cooperate with the development of their respective properties. Developer shall further agree to contribute its appropriate fair share, payable within a reasonable time before construction, in the costs of construction of the Service Road Improvement with Adjacent Property Owner. Such fair-share cost allocation of the Service Road Improvement shall be split based on the number of entitled lots for each party's respective development.

5. Remaining Payment.

A. ***Obligation of Remaining Payment.*** As to the portion of the Reimbursement Obligation other than the TIF credits, as provided in Section 3, and payment of the Property Transfer Amount or transfer of title to the Burroughs Property, as provided in Section 4, City shall fund the remaining balance of the Reimbursement

Obligation through the Remaining Payment. City shall be responsible for identifying a source or sources of such payment, and guaranteeing such payment, through other financing mechanisms available to City, including but not limited to, the issuance of bonds.

B. ***Timing of Remaining Payment.*** The Remaining Payment shall be deposited into escrow, as provided in Section 7, below, for the benefit of and distribution to Developer within four months from the date Developer obtains an approval from Contra Costa Water District ("CCWD") for the construction of the levee improvements ("Levee Improvements") as set forth in the Specific Plan and/or Development Agreements ("Levee Approval"). Upon obtaining the Levee Approval, Developer shall provide appropriate notice to City. Thereafter, upon receipt of notice, City shall have ten (business days to commence the process necessary to obtain funds due on the Remaining Payment. The full amount of the Remaining Payment shall be deposited into escrow, as provided in Section 7, below, within four months thereafter.

6. Developer's Construction of the Improvements

A. ***Design and Construction of Improvements.*** Developer shall be solely responsible for designing, financing, bonding, constructing, installing, and providing for the inspection of the Improvements.

B. ***Inspection.*** City shall have the right at all times to inspect the construction of the Improvements to confirm compliance with City plans and specifications.

C. ***Process and Procedures.*** Developer shall be responsible for complying with all applicable laws, codes, regulations, or standards set forth by City Engineer relating to contracting and construction procedures. Developer will be responsible for completing its work on accordance with **Exhibit B**. Developer agrees to submit any requests for change orders over $100,000 to the City Engineer for advance approval.

D. ***Timing of East Cypress Improvement.*** Within fifteen (15) business days of obtaining the Levee Approval, Developer shall commence all necessary actions to obtain grading and building permits for the commencement of construction of the Levee Improvements and East Cypress Improvement. Thereafter, Developer shall diligently pursue the construction of the Levee Improvements and East Cypress Road Improvement with the intent of completion within twenty-four months, barring any unforeseen circumstances or force majeure events, including without limitation, weather delays, material shortages, or government stoppages which were not otherwise contemplated by the Parties.

E. ***Completion.*** At such a time as Developer believes that each Phase of the Improvements is complete, Developer shall provide written notice to City, requesting an inspection. Within five business days or as mutually agreed following the date of receipt of Developer's written notice of completion of that Phase of the Improvements, the City shall conduct a final inspection of that Phase. If, during the final inspection, the City determines that Phase of the Improvements has not been completed in accordance with all

applicable codes, regulations, permits, and approved plans, City shall prepare a punch list of all items to be completed by Developer and shall provide such punch list to Developer within five days or as mutually agreed following the final inspection. If City delivers such punch list to Developer within said five business day period or period mutually agreed upon, then Developer shall undertake to repair such punch list items in a diligent manner within sixty calendar days. Upon completion of the punch list work, Developer shall request another final inspection from City and within five business days following such written notice from Developer, City shall conduct another final inspection. If City determines that the punch list work is complete, and no other deficiencies are identified, Developer will be deemed to have successfully completed the final inspection. If City determines that the punch list work is not complete, then City and Developer shall repeat the inspection/punch list procedures specified in this Section until the successful completion of the punch list work and final inspection. At such time as Developer has successfully completed the final inspection, City shall initially accept the completed Phase of the Improvements within thirty calendar days thereafter. City shall not unreasonably withhold, delay, or condition acceptance of any phase of the Improvements. In no event shall City withhold, delay, or condition the issuance of building permits to Developer based on the timing of the commencement or completion of the Improvements. City shall use good faith, diligent efforts to expedite the inspections and initial acceptance of the Improvements, including scheduling City Council hearings for initial acceptance at the next available Council meeting following a successful final inspection.

F. ***Conveyance of the Improvements.*** Once the Improvements (or one of the Phases, should Developer offer completed Improvements in Phases) are accepted by City and no liens have been filed with respect to the Improvements (or Phase) within ninety days following the date of filing the Notice of Completion (or if valid liens were filed during such period, such liens have been bonded around or removed prior to acceptance), the Improvements shall become the property of City. Developer shall take all actions necessary to convey to City and vest in City full, complete and clear title to the Improvements (or Phase) through City's initial and final acceptance procedures. Initial acceptance, for purposes of this Agreement, is defined as the date upon which the one-year warranty period of the Improvements expires. As contemplated in Paragraph 6.E above, this and conveyance acceptance can occur separately for each Phase of the Improvements.

G. ***Delivery of Plans and Specifications.*** At the request of City and only upon completion of the Improvements, Developer shall deliver to City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, warranties and other documents relating to the design, construction, installation, and operation of the Improvements. Plans shall be submitted in CAD format, GIS format and PDF format as acceptable to City.

H. ***Liens, Claims, and Encumbrances.*** Prior to acceptance of the Improvements by City, Developer shall provide a written guarantee and assurance to City that there are no liens, claims, or monetary encumbrances on the Improvements.

7. Payment Schedule Related to Property Transfer Amount and Remaining Payment. Immediately upon receipt of the Property Transfer Amount and/or the Remaining Payment amount, City shall transfer such funds to an independent third party that is responsible for holding the funds in escrow ("Escrow") and for the payment of such funds to Developer based upon Developer's submission of documentation to certify that work on the Improvements has been undertaken. Developer shall request in writing an advance of funds from the Escrow (each, an "Advance") to pay for expenditures relating to the Improvements. In order to access Advance funds from the Escrow, Developer shall:

A. Represent, warrant, and certify that (1) whatever portion of such work that has been completed to date has been completed in good and workmanlike manner in accordance with all applicable legal requirements and the approved plans and specifications; (2) if such request is the first Advance request for any particular Improvement, Developer shall enclose a copy of any license, permit or other approval by City or other authoritative agency required to commence the applicable Improvement project, and each such license, permit or other approval is in full force and effect (and for each Advance request, Developer certifies that the same remain in full force and effect); and (3) all prior additional Advances have been spent on the expenses for which such additional Advances were made, and no proceeds of the Property Transfer Amount or Remaining Payment have been used to pay for labor, materials, equipment, work, services or supplies other than for the Improvements as defined in this Agreement; and

B. Enclose (1) copies of documentation that includes copies of bills, invoices, receipts and other documentation requested by City to be reimbursed or paid by the Advance; (2) a schedule identifying each person that supplied materials or labor in connection with the Improvements to be funded by the requested Advance; (3) a reconciliation by Developer of the progress and cost of the completion of the Improvements through the date of the Advance request.

8. Reimbursement from Future Entitled Properties within Specific Plan Area.

A. ***Satisfaction of the Reimbursement Obligation.*** As further consideration for the covenants provided herein, City agrees that it shall collect fair-share contributions, including but not limited to TIF funds, other impact fees, or other sources ("Future Developer Fair-Share Contributions"), from developers of properties that are not currently entitled within the Specific Plan Area. To the extent that the Reimbursement Obligation plus any True-Up Amount has not been met, then Developer will receive one-hundred percent (100%) of the Future Developer Fair-Share Contributions until both the Reimbursement Obligation and True-Up Amount, to the extent such amount has been increased, have been fully paid.

B. ***Satisfaction of the Full Fair-Share Amount.*** Once the Reimbursement Obligation plus any True-Up Amount has been fully paid, City shall reimburse Developer for fifty percent (50%) of such Future Developer Fair-Share Contributions, as they are collected, and transmit the same on a quarterly basis, to Developer for the difference between the Reimbursement Obligation and Full Fair-Share Amount, until such time as

this full difference is paid. City further agrees that should it amend the Specific Plan to provide for more than the 5,759 residential units the Specific Plan presently authorizes, City shall reimburse, to the extent it collects Future Developer Fair-Share Contributions for any units beyond this current amount, for fifty percent (50%) of such contributions collected until the difference between the Reimbursement Obligation and Full Fair-Share Amount is paid in full. Nothing in this Section 8 shall be construed as applying to any property, lots, or units owned or entitled now or in the future by Developer or its assigns.

9. Indemnity Obligations of Developer. Developer agrees to indemnify, defend and hold harmless City, and its elected and appointed officers, agents, employees, and representatives from claims, costs and liabilities for any personal injury, death, or property damage which may arise, directly or indirectly, from operations performed under this Agreement by Developer or by Developer's contractors, subcontractors, agents, or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as an agent for Developer or any of Developer's contractors or subcontractors, provided that Developer shall have not indemnification obligation with respect to negligence or wrongful conduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

10. Indemnity Obligations of City. City agrees to indemnify, defend, and hold harmless Developer, and its officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability which may arise directly or indirectly as a result of approval of this Agreement, or execution of any actions or obligations by City under the terms of this Agreement.

11. Term. This Agreement shall terminate upon the satisfaction of payments of the Reimbursement Obligation and Full Fair-Share Amount.

12. No Third-Party Beneficiaries. City and Developer enter into no contract or agreement with any general contractor, subcontractor, or other party by entering into this Agreement; nor is any general contractor, subcontractor, or other party a third-party beneficiary of the Agreement; and City shall have no obligation to pay any general contractor, subcontractor, or other party for any work performed pursuant to the plans and specifications for the Improvements.

13. Notice. Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally deliver to that party, upon receipt of confirmation of overnight delivery by a commercial carrier, or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

For City: Joshua McMurray, City Manager
City of Oakley
3231 Main Street
Oakley, CA 94561

Derek Cole, City Attorney
Cole Huber LLP
2281 Lava Ridge Court, Suite 300
Roseville, CA 95661

For Developer: John Baayoun, President
TI Capital Real Estate
11611 San Vicente Blvd., Suite 610
Los Angeles, CA 90049

Jerold B. Neuman
DLA Piper LLP (US)
550 South Hope Street, Suite 2400
Los Angeles, CA 90071

14. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

15. Governing Law; Venue. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Contra Costa, State of California.

16. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both Parties.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

18. Assignment. Developer may assign this Agreement, provided City approves the assignment in writing, which approval shall not unreasonably be withheld.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns.

20. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22. **Merger of Prior Agreements.** This Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof.

23. **Negotiated Agreement.** Seller and Buyer acknowledge that this Agreement has been negotiated and that each party has had an opportunity to have the Agreement reviewed by legal counsel. Accordingly, the doctrine that ambiguities in an agreement shall be construed against the drafting party shall not be employed in connection with this Agreement.

24. **Enforcement.** If either party commences legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its attorneys' fees and court costs incurred therein.

25. **Time of the Essence.** Seller and Buyer agree that time is of the essence of this Agreement. If either party fails to perform an obligation contained herein by the date such performance is required, it shall not be deemed to be unreasonable for the other party to pursue its remedies hereunder, including termination of this Agreement.

26. **Severability.** If any provision of this Agreement or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

So agreed.

CITY OF OAKLEY	**ACD-TI OAKLEY, LLC**
_____	_____
Joshua McMurray, City Manager	John Baayoun, President

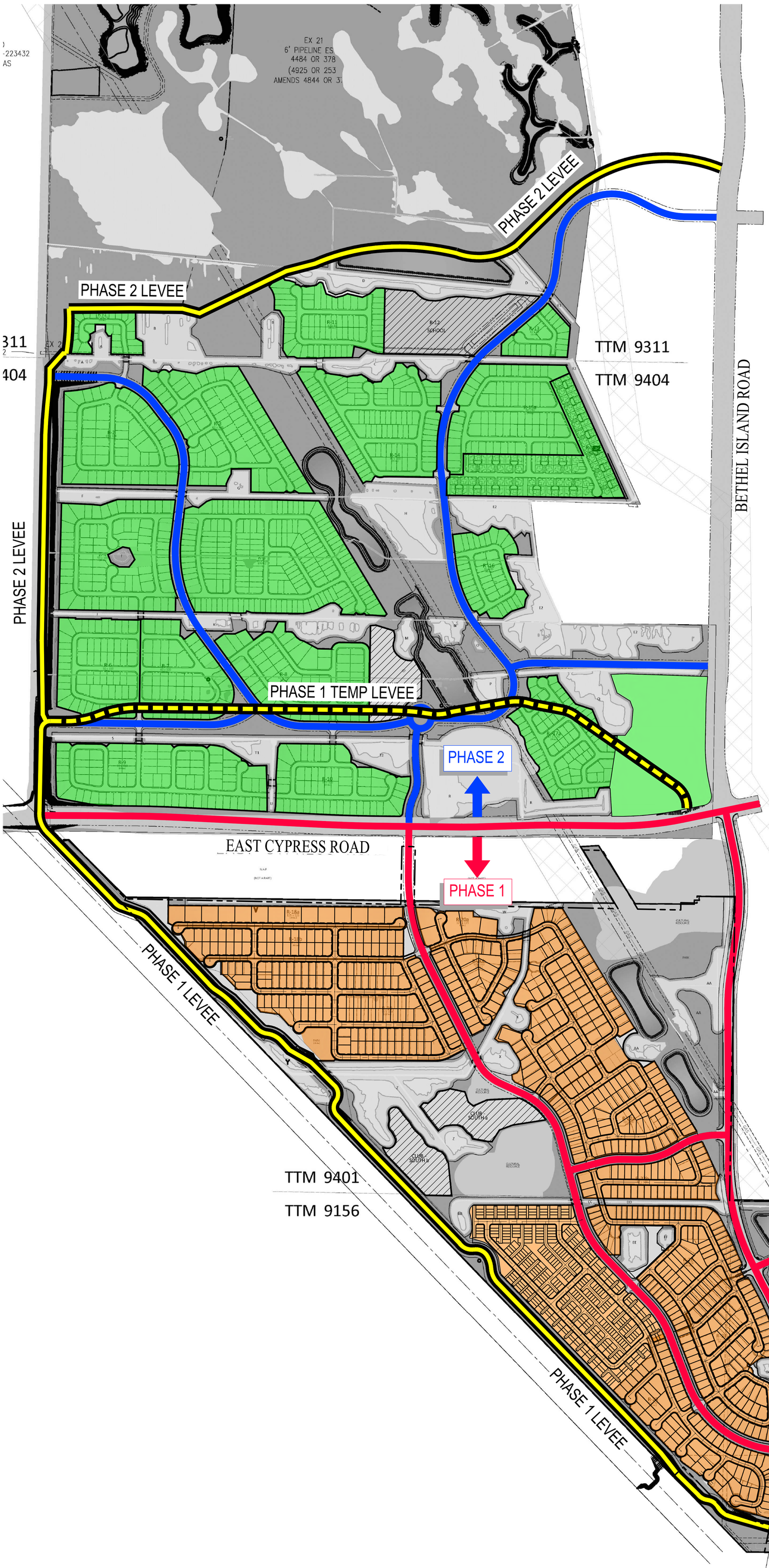
Attest:

_____
Libby Vreonis, City Clerk

Approved as to Form:

_____
Derek P. Cole, City Attorney

Exhibit A



PHASE 1

- BACKBONE ROADWAYS
- RESIDENTIAL AREAS

PHASE 2

- BACKBONE ROADWAYS
- RESIDENTIAL AREAS

NON-RES

- NON-RESIDENTIAL AREAS (SCHOOL / CLUBS)

GRAND CYPRESS PRESERVE

MASTER PHASING PLAN

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 300' DATE: FEBRUARY, 2022

0 300 600 900

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM

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Exhibit B

EXHIBIT B

Grand Cypress Preserve Infrastructure Costs

Project Number	Project Description	Total Cost	City Reimbursement	True-Up Percentages	Traffic Impact Fee Reference
1	East Cypress east of JIR	$12,694,742.08	$388,360.00	3%	Project 34 in TIF Project List Project
2	East Cypress at Canal Crossing	$5,251,746.94	$5,113,037.00	97%	61 in the TIF Project List Project 51
3	BIR & ECR Intersection Bethel	$394,445.68	$299,592.00	76%	in TIF Project List
4	Island south of ECR Bethel	$9,882,468.14			
5	Island Road Bridge Bethel	$10,272,980.88			
6	Island north of ECR Jersey	$387,954.50			
7	Island Road	$8,144,277.40	$4,240,100.25		75% of Project Number 29 in the TIF
8	Bethel Island at Levee Crossing	$17,355,565.08			
	TOTAL	**$64,384,180.70**	**$10,041,089.25**		

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: April 12, 2022

TO: City Council

Approved and Forwarded to the City Council

FROM: Joshua McMurray, City Manager

SUBJECT: ADOPTION OF THE 2022-2027 STRATEGIC PLAN

Background and Analysis

Since its incorporation, the City of Oakley has developed and operated under the direction of a Strategic Plan. A Strategic Plan guides governing bodies in making complex decisions, such as resource allocation, and sets the organization's priorities and a path forward. Through a clear and compelling mission and vision and thoughtful, community-oriented values, goals, and objectives, it does this. Strategic Plans are a best practice in municipal organizations as they allow leadership to take a step back from day-to-day challenges and look at the big picture.

City Staff began the strategic planning process in late 2021 when the City administered a survey to community members and employees to get their feedback on key priority areas. The survey was provided in English and Spanish and open for a month. More than 390 responses were collected and synthesized by strategic planning consultant Strategy Driver Inc. The process continued with a City Council Visioning Workshop on January 11, 2022.

A series of community workshops were held to get Council and community input on the various aspects of the strategic plan. On February 15, 2022, the City Council held the first workshop and drafted a preliminary mission, vision, and core values. At the following workshop, on March 10, 2022, the City Council did a "soft" vote on the proposed mission, vision, and values crafted in Workshop #1, which indicated unanimous support for those areas of the Strategic Plan. The City Council members and community members in attendance then discussed and updated the goals and sub-goals drafted based on community input. The final community workshop took place on March 31, 2022. At this meeting, the City Council reviewed and revised the objectives under each goal and sub-groups. Each of the Councilmembers expressed support for the revised objectives via a "soft" vote at the end of the meeting. The City Council has

tentatively indicated support of the proposed mission, vision, values, goals, and objectives through soft votes taken at the workshops.

Historically, the City's Strategic Plan has been on a two-year cycle. With Strategic Plan 2022-2027, the City will move to a five-year plan. This transition will allow for more time and resources to implement City priorities since many of the goals and objectives are long-term, resource-intensive items. The proposed Strategic Plan includes an updated mission statement and vision, new core values, six overarching goals, and several sub-goals as listed below. Additionally, there are over 100 objectives that the City will set out to accomplish over the next five years. It should also be noted that this plan can be amended as priorities and resources change.

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

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

Core Values
Our values will guide us on a PATH to where we want to Live, Work, and Play in the heart of the Delta.

- **Promote** fair and equitable stewardship for the welfare of our diverse individuals that comprise our inclusive community.
- **Advocate** a professional and family-friendly environment where Council, Staff, and the Public can envision and realize the City's future together with a recognition of our shared commitments and opportunities.
- **Transparency** is how we will create accountable partnerships to cultivate communication and collaboration to engage our thriving community.
- **Honesty** and integrity are the foundation for building trust and fostering teamwork to live our mission and vision.

Goals (the goals are not listed in priority order)

- **A. Community & Economic Development Goal:** The City will inspire and encourage Community & Economic Development through strategic and thoughtful growth, a business-friendly environment, and local employment opportunities.
    - **A1. Strategic and Thoughtful Growth:** We will strategically plan and thoughtfully align our residential, commercial, and industrial growth to meet our short- and long-term vision.

    - **A2. Business-friendly Environment:** Our business-friendly environment will attract residential, commercial, and industrial partners to revitalize Oakley where people will come to live, work, and play.
    - **A3. Local Employment Opportunities:** The City will partner with and attract businesses that can employ our regional workforce to invest in local talent and expertise.
- **B. Community Health & Safety Goal:** The City of Oakley will protect our public and prioritize safe streets, healthy neighborhoods, and robust community resources to benefit our most valued assets -- our people.
    - **B1. Safe Streets:** We will preserve and secure the City of Oakley with safe streets that are welcoming to motorists, cyclists, and pedestrians.
    - **B2. Safe and Healthy Neighborhoods + Community Resources:** We will offer a high quality of life by partnering with residents and businesses to promote and maintain a safe and healthy living and work environment with community resources to serve our diverse community.
- **C. Parks and Open Space Goal:** The City of Oakley will capitalize on our greatest Delta asset where our residents, businesses, and visitors can recreate and relax.
    - **C1. Parks and Public Areas:** We will upgrade and maintain our City parks and open spaces to be a focal point that encourages community use and civic pride.
    - **C2. Programs and Recreation:** We will serve our diverse people, parks, and programs by providing inclusive activities and access to engage the City's family and friends in science, culture, sports, and creativity.
- **D. Community and Collaborative Partnerships Goal:** The City of Oakley will build strong community and collaborative partnerships to be mutually beneficial and co-create shared goals.
    - **D1. Community Outreach and Engagement:** We will engage and partner with our residents and businesses in meaningful and relevant dialogue to realize our shared vision and values.
    - **D2. Collaborative Partnerships:** We will foster and maintain strong relationships with our public-private partnerships to mutually benefit our shared goals.
- **E. Finance and Fiscal Responsibility Goal:** The City of Oakley will leverage its financial resources for the long-term benefit of our residents and businesses while maintaining sufficient reserves to provide stability and ensure a successful future.
- **F. Sustainable Organization Goal:** The City of Oakley will create a vibrant municipal workforce that reflects our commitment to an inclusive and equitable community and can meet our mission today while striving for our envisioned future tomorrow.

Fiscal Impact

There is no fiscal impact associated with the adoption of the Strategic Plan. However, the Strategic Plan will help prioritize and allocate resources in the upcoming budget cycle.

Staff Recommendation

Staff recommends that the City Council adopt the 2022-2027 Strategic Plan.

Attachments

1. Strategic Plan
2. Draft Resolution

City of Oakley Strategic Plan 2027+

FINAL PLAN CONTENT

As developed during City Council Public Workshops 1, 2, and 3

The following content was developed through a stakeholder process with the City Council, City of Oakley staff, and public participants through a community survey, staff and Council interviews, and a series of public workshops. This content will be the essential text for the *City of Oakley Strategic Plan 2022-2027+* and includes the following:

- Mission
- Vision
- Core Values
- Goals
- Objectives

MISSION

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

VISION

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

CORE VALUES

Our values guide us on a PATH to where we want to *Live*, *Work*, and *Play* in the heart of the Delta.

Promote fair and equitable stewardship for the welfare of our diverse individuals that comprise our inclusive community.

Advocate a professional and family-friendly environment where Council, Staff, and the Public can envision and realize the City's future together with a recognition of our shared commitments and opportunities.

Transparency is how we will create accountable partnerships to cultivate communication and collaboration to engage our thriving community.

Honesty and integrity are the foundation for building trust and fostering teamwork to live our mission and vision.

GOALS AND OBJECTIVES

Community and Economic Development Goal

The City of Oakley will inspire and encourage Community & Economic Development through strategic and thoughtful growth, a business-friendly environment, and local employment opportunities.

Strategic and Thoughtful Growth Sub-goal

We will strategically plan and thoughtfully align our residential, commercial, and industrial growth to meet our short- and long-term vision.

Strategic and Thoughtful Growth Objectives

1. Strategically plan and pursue commerce that meets the new service demands of local residents and attract customers as a destination (e.g., grocery store, retail, entertainment, and light industrial near Amazon and on west end).

    1.1. Attract businesses that create alternative revenue sources to property tax through sales and business taxes and employ our residents.
    1.2. Seek, in conjunction with the community, sustainable economic opportunities to attract businesses and create jobs, while being sensitive to the types of businesses the community needs and wants.
    1.3. Prioritize planning by targeting new businesses that align with Oakley's vision.

2. Provide affordable housing sites that meet our legislated Regional Housing Needs Allocation (RHNA).

3. Update Oakley's Downtown Specific Plan to reflect and envision the City's future.
    3.1. Encourage quality, sustainable growth--housing with business and requisite road infrastructure and sidewalks to support pedestrian and bicyclist movement.
    3.2. Leverage the train platform that will offer better access for Downtown programming.
    3.3. Create better streetscapes that can promote traffic calming.
    3.4. Consider funding elements of the Downtown Specific Plan with American Rescue Plan Act (ARPA) monies.
    3.5. Revitalize and draw people downtown to live, work, and play.
        - Develop an expanded downtown with additional buildings and mixed use.
        - Consider a park from north 2nd Street to Rose Ave.
        - Explore potential development opportunities from 5th to Del Antico, north side of Main.
        - Develop or sell city-owned properties based on community benefit.
        - Consider relocating the co-hosted City/High School Library to a downtown location that can be a unifying location for Seniors, Youth, Veterans, and possible satellite location for County services.
        - Research rezoning of River Oaks Crossing

4. Develop a vital Shoreline Plan to attract both people and commerce to our waterfront.
    4.1. Expand marina zoning: restaurants, recreational access, fishing tournaments, 55-acre park.
    4.2. Hire a consultant to determine viable economic uses of the Oakley shoreline and visit other cities to see how they attracted visitors as a destination (e.g., new Science Center).

5. Plan and develop Cypress Corridor holistically with improvements and commerce to service new development to ease downtown traffic (e.g., grocery, restaurants).

6. Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:
   6.1. Update zoning to promote single and multi-family housing, mixed use, light industry, and commercial opportunities and remaining residential opportunities. Ensure that zoning considers potential conflicts with adjacent properties that are not compatible.
   6.2. Enforce codes consistently in all districts to create consistent standard to code enforcement by using a combination of reactive and proactive code enforcement.
      - Maintain code enforcement officers and provide proper training.
   6.3. Encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals by focusing on formal plan and study outcomes.
   6.4. Require developer fees for proper infrastructure (e.g., roads and parks) to support development and growth.
   6.5. Communicate and build consensus through the results of the special studies that are commissioned to provide for the feasibility of projects and engage the public at the beginning of all projects to ensure project delivery is not stunted or stopped without defining success from all stakeholders.

7. Enhance Environmental Stewardship
   7.1. Collaborate with the water and sewer special districts to maximize the distribution and use of recycled water.
   7.2. Explore and report on green energy opportunities.
      - Solar at City facilities
      - Expansion of City's EV Charging Program
   7.3. Remove the allowance for non-drought tolerant landscaping.
   7.4. Ensure new residential construction meets adopted standards for energy efficiency, including solar and power storage.
   7.5. Implement energy, air quality, and greenhouse gas emissions goals within the Oakley General Plan, including the adoption and implementation of a Climate Action Plan by 2025 that complies with State greenhouse gas reduction targets.

8. Complete a comprehensive update of the City's Zoning Code
   8.1. Ensure consistency with current and future vision for Oakley and the recently updated Oakley General Plan.

Business-friendly Environment Sub-Goal

Our business-friendly environment will attract residential, commercial, and industrial partners to revitalize Oakley where people will come to live, work, and play.

Business-friendly Environment Objectives

1. Research other “like cities” to develop a Strategic Business Outreach Plan.
    1.1. Conduct a Stimulate Oakley Business analysis for Oakley and compare to adjacent cities for differentiators and opportunities.
    1.2. Develop a Business Vision for Oakley that will attract and retain high-quality, diverse commerce through incentives for businesses including small businesses.
    1.3. Develop a Property Utilization Plan on city-owned properties to maximize the City’s potential return on investment.

2. Bolster and support existing businesses through the use of financial and funding incentives such as business low-interest loans, grant funding, ARPA funding, and promote "buy local" incentives.

3. Showcase businesses through active engagement and outreach (e.g., social media, storefronts images, local business newsletter with coupon book included).

4. Continue to streamline business license fee/permits.

5. Beautify Oakley’s streetscapes, parks, and business facades to attract and retain businesses and their customers.

Local Employment Opportunities Sub-Goal

We will partner with and attract businesses that can employ our regional workforce to invest in local talent and expertise.

Local Employment Opportunities Objectives

1. Capitalize on Logistics Center and strategize with developers and surrounding property owners to create job opportunities.

2. Create employer-employee partnerships to reduce State’s regulations on vehicle miles traveled (VMT) and complement our existing housing (Logistics Center development).

Community Health & Safety Goal

The City of Oakley will protect our public and prioritize safe streets, healthy neighborhoods, and robust community resources to benefit our most valued assets -- our people.

Safe Streets Sub-Goal

We will preserve and secure the City of Oakley with safe streets that are welcoming to motorists, cyclists, and pedestrians.

Safe Streets Objectives

1. Create an Emergency Disaster & Response Plan including resiliency resources.
    1.1. Develop Communication Plan for emergency responders, Public Works, the public, and other key stakeholders.
    1.2. Provide and reinforce public and staff training through regular community meetings.
    1.3. Ensure resiliency to power outages (traffic controls, cellular and broadband backup, generators).
    1.4. Implement training, communicate broadly, and seek grants for implementation
    1.5. Modernize the Oakley Emergency Operations Center (EOC).

2. Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for residents and emergency responders.
    2.1. East Cypress Corridor Specific Plan Area
    2.2. Main Street – improve areas to their full right-of-way
    2.3. Complete Laurel Rd extension and overcrossing over the railroad track to Sellers Ave

3. Explore improving lighting for safety.

4. Align police resources with City's growth.
    4.1. Develop and implement a staffing plan to scale police personnel to City's growing safety needs.
    4.2. Streamline and civilianize where appropriate (i.e., admin, budget/finance, records, property, fleet management, etc.).
    4.3. Improve and invest in technology.
        - Map accident scenes to open roads quicker.
        - Research red light cameras to supplement sworn enforcement officers.
        - Create a larger "cyber shield" over the city via a robust camera program.
    4.4. Establish strong neighborhood watch programs, including National Night Out, and maintain close communication between the neighborhoods, the City Council, Oakley Police, and City Hall.
    4.5. Collaborate with neighboring agencies to maximize efficiencies with shared resources (e.g., equipment).
    4.6. Expand the Citizen Emergency Response Training (CERT) program.
    4.7. Dedicate traffic enforcement team to improve traffic safety.

5. Prioritize road improvements and provide robust enforcement to manage traffic, given accidents are the #1 safety challenge.
    5.1. Consider road improvements such as delineators for areas where speed is an issue.
    5.2. Implement traffic-calming policy and update to new practices for increased traffic as Oakley grows.

6. Promote Safe Pedestrian and Bike Routes
    6.1. Collaborate with School Districts to apply for State and Federal grants to create safer and more accessible connectivity.
    6.2. Improve trail connectivity to provide pedestrians and cyclists safe passage.

Safe and Healthy Neighborhoods + Community Resources Sub-Goal

We will offer a high quality of life by partnering with residents and businesses to promote and maintain a safe and healthy living and work environment with community resources to serve our diverse community.

Safe and Healthy Neighborhoods + Community Resources Objectives

1. Rejuvenate our downtown and residential and business developments to discourage blight through beautification and development of standards for commercial code enforcement.

2. Promote community service opportunities to build the community and beautify Oakley.

3. Implement Phase 2 of the Recreation Center.

4. Connect and promote the County and NGOs resources available to assist our vulnerable populations (e.g., unhoused persons, people seeking mental health assistance, Veterans services).
    4.1. Educate and promote use of 211 for essential community services.
    4.2. Initiate and partner with other agencies to create regional support to provide services to help unhoused persons.

Parks and Open Space Goal

The City of Oakley will capitalize on our greatest Delta asset where our residents, businesses, and visitors can recreate and relax.

Parks and Public Areas Sub-Goal

We will upgrade and maintain our City parks and open spaces to be a focal point that encourages community use and civic pride.

Parks and Public Areas Objectives

1. Upgrade and develop parks and open space for diverse interests and expanded underserved areas to reinvigorate "play" in Oakley.
    1.1. Envision a Downtown Park to attract people downtown (e.g., new park parallel to the railroad tracks with a museum and bocce ball courts).
    1.2. Envision, develop, and fund Oakley's 55-Acre Regional Park and seek grant funding that will compete at the State level.
        - Envision Oakley as the front door of the Delta and one of California's natural wonders.
        - Include trail and waterway access to attract outdoor sporting such as hiking, kayaking, boating and recreational and sports fishing that would serve as an amenity to draw homeowners and sporting events alike.
    1.3. Create and maintain sporting fields (bocce, baseball/softball, soccer, equestrian arena) and provide shade, bathrooms, and lighting services.

Programs and Recreation Sub-Goal

We will serve our diverse people, parks, and programs by providing inclusive activities and access to engage the City's family and friends in science, culture, sports, and creativity.

Programs and Recreation Objectives

1. Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.
    1.1. Celebrate and promote our local history through educational and enrichment opportunities and consider work with historical society.
    1.2. Complete Phase 2 of Oakley's Recreation Center to encourage indoor sports, Camp Room, and Teen Room for classes.
    1.3. Continue to offer special events and streamline the process for community groups to host events that create a sense of Oakley community and showcase the importance of families, youth, seniors, and Veterans in Oakley.
    1.4. Promote Oakley's events and recreation and differentiate our offerings from adjacent cities.

Community and Collaborative Partnerships Goal

The City of Oakley will build strong community and collaborative partnerships to be mutually beneficial and co-create shared goals.

Community Outreach and Engagement Sub-Goal

We will engage and partner with our residents and businesses in meaningful and relevant dialogue to realize our shared vision and values.

Community Outreach and Engagement Objectives

1. Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.
    1.1. Encourage community neighborhood involvement, such as cleanup walks, that reinforce healthy lifestyles and shared goals with Oakley Police, Council, and City Hall.
    1.2. Create interactive face-to-face dialog to replace one-sided social media communication where full participation cannot be facilitated due to Brown Act limitations.
        - Promote City Council/Community meetings through social media to inform about agendas where public can participate in person.
    1.3. Celebrate Oakley in demonstrating and communicating our achievements in accomplishing SP27+, community events, and activities that unite us (e.g., Heart of Oakley, Harvest Festival, Christmas Tree Lighting, Summerfest Celebration, etc.).
    1.4. Actively uphold Oakley's Governance Guidelines & Protocols Policy to encourage productive partnerships, positive communication, and achievement of short and long-term goals.

2. Increase Oakley's communication through outward-facing media, social media platforms, and website.
    2.1. Promote City Council agendas and decisions via social media with updates on economic activity, business growth, and community events.
    2.2. Communicate how Oakley is living its core values and meeting its stated mission and vision (e.g., newspapers, electronic boards, website, newsletter, social media).
    2.3. Modernize website to be user friendly, transparent, functional, and reflective of the City's vision.

3. Communicate and uphold the City's information systems to reinforce transparency and access in order to build trust.

Collaborative Partnerships Sub-Goal

We will foster and maintain strong relationships with our public-private partnerships to mutually benefit our shared goals.

Collaborative Partnerships Objectives

1. Consider creating new partnerships that will involve community participation (e.g., Park and Arts Commission).

2. Establish, align and maintain partnerships with local Special Districts, Agencies, Non-Governmental Organizations (NGOs), and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly.
    2.1. Diablo Water District
        - Develop collaborative efficiencies to serve our shared constituents.
    2.2. Ironhouse Sanitary District
        - Consider opportunities for water reuse (e.g., recycled and industrial water).
    2.3. Mt. Diablo Resource and Recovery (MDRR)
    2.4. CONFIRE
    2.5. School District
        - Explore joint-use opportunities to optimally partner with elementary and high school (e.g., satellite classrooms and recreation, library).
        - Re-visit agreements with shared facilities and public access.
    2.6. County/Region/State
        - Encourage collaboration for public safety and enforcement particularly where there is multi-jurisdictional responsibility (e.g., fire, road access, school sites).
        - Discuss Regional Park interests.
        - Invite key electeds, Board representatives, and others to speak at Council meetings for outside updates and perspective.
    2.7. NGOs
        - Partner with Rotary, Friends of Oakley, Kiwanis, Oakley Delta Lions Club, Oakley Seniors Club, Veterans of Oakley, Masonic Lodge and Concordant Bodies, Friends of the Oakley Library.
        - Consider creating a Sister City.
        - Consider expanding outreach to NGOs beyond our region.

Finance and Fiscal Responsibility Goal

The City of Oakley will leverage its financial resources for the long-term benefit of our residents and businesses while maintaining sufficient reserves to provide stability and ensure a successful future.

Finance and Fiscal Responsibility Objectives

1. Communicate on financial updates including financial health, priorities, and unexpected expenditures.
    1.1. Provide training related to community facility districts to educate the public regarding the various types of assessments, which are not all taxes.
    1.2. Educate Executive Leadership and Council on annual budget through communication, reporting, and training to create better partnership on fiscal strategies.
    1.3. Educate the community on large, planned revenue expenditures and how surplus monies will be invested or retained for long-term "rainy day" funds (budget process).
    1.4. Partner with Special Districts and agencies to realize economies of scale and efficiencies.

2. Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).
    2.1. Consider input by the community on how funds should be prioritized.
    2.2. Implement technology upgrades to improve transparency and public access to City documents and remote transactions.
    2.3. Make the most needed improvements to streets, utilizing development's improvements, funds from the sale of property and other financing sources to make improvements to the East Cypress traffic flow situation, etc.
    2.4. Complete a feasibility study pertaining to broadband services and free Wi-Fi throughout the City.
    2.5. Provide one free session of City-run summer camp to Oakley residents.

3. Develop a sustainable financial plan that will identify opportunities for *less* dependency on property taxes while maintaining the quality of life that residents and businesses expect.
    3.1. Attract more businesses (commercial and industrial) to increase Oakley's per-capita Sales and Use Tax revenues.
    3.2. Seek to supplement existing funding sources with State and Federal grants for special projects.
    3.3. Consider the implementation of an EIFD (enhance infrastructure financing district) to make infrastructure improvements that will attract businesses and generate revenue.

4. Align infrastructure spending and long-term growth so we can plan beyond two years to improve streets and parks and provide for long-term maintenance.
    4.1. Create an internal services fund for facilities maintenance and improvements.
    4.2. Establish a minimum baseline for General Fund contributions for street maintenance and improvements and include a growth factor in the recurring operating transfers budget each year.

5. Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:

5.1. Service for public-business license applications/other applications
5.2. Financial modeling and finance/budget balancing
5.3. Public safety and roads
5.4. Customer-friendly access to the City's financial reporting information and to allow easier transactions without the need for customers to come to City Hall.
5.5. Infrastructure and asset management

6. Develop a Financial Strategy and Reporting Policy
   6.1. Continue to receive third party professional acknowledgement of our City's financial practices:
      - Continue to present, apply for, and receive the Government Finance Officers' Association Award on the City's Annual Comprehensive Financial Report.
      - Continue to apply for and receive the California Society of Municipal Financial Officers' Operating Budget Excellence Award.
   6.2. Continue to update the Budget Strategies and Financial Policies in the City's annual budgets.
   6.3. Consider how to include performance audits in the City's budget to provide accountability for performance and compliance.
   6.4. Maintain 10-year budget forecast to be updated with each annual budget.
   6.5. Establish a 30% General Fund Reserve Policy to protect the City's operations from a sudden drop in property tax and development-related revenues.
   6.6. Establish a formal policy for the restrictions on and allowed uses of funds in the 30% General Fund Reserve Policy.
   6.7. Consider separating out the CIP budget from the general operational budget.
      - Itemize individual project line items for Council consideration in addition to aggregated projects.
   6.8. Align Strategic Plan Goals and Objectives into the annual budget document, including performance measures.

Sustainable Organization Goal

The City of Oakley will create a vibrant municipal workforce that reflects our commitment to an inclusive and equitable community and can meet our mission today while striving for our envisioned future tomorrow.

Sustainable Organization Objectives

1. Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.
    1.1. Create a competitive compensation package that is sustainable to attract and retain our greatest assets – our people.
    1.2. Provide appropriate training and professional development to keep up with regulatory requirements and skillsets to maintain the City.
    1.3. Properly Staff our Police Department to best protect and serve Oakley
    1.4. Address staffing limitations by hiring or contracting or prioritizing programs, projects, and initiatives to scale appropriately.
    1.5. Base the City's performance on execution of SP27+ and other major initiatives.
    1.6. Encourage employee wellness by creating a safe and healthy work environment, an Employee Assistance Program (EAP), regular employee appreciation events and teambuilding, and the employee wellness program.
    1.7. Rebuild and reenergize staff by surveying all employees to understand what would make Oakley a great place to work. (e.g., work life balance, work from home schedule).

2. Identify and invest in resources to execute City's responsibilities.
    2.1. Invest in Electric Vehicle fleet which would require downtown charging stations.
    2.2. Upgrade IT services to include new computer systems and more efficient IT response to computer and technical issues to ensure projects can be delivered efficiently.
    2.3. Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.
        - Grant writer to identify state and federal grants to support Oakley
        - Parks & Recreation staff to keep up with demands of new parks and recreational programming.
        - Public Works staff to keep up with demands of new housing, parks and infrastructure development and maintenance.
        - Police to keep up with growing safety needs.
        - Other needs as determined.

3. Create a city-wide Succession Plan that anticipates retirement, attrition, and promotions, and provides opportunity for development and growth, to build a well-rounded team that is prepared to serve the City now and well into its future.

4. Reinforce a safe and healthy work environment to protect our employees and minimize compensation claims.

5. Establish trust in City Hall.

5.1. Reinforce the investment of our revitalized Staff and Council and create accountable partnerships among the trio of Council, Staff and the Community to deliver on Oakley's co-created SP27+.
5.2. In order to recruit and retain Staff, Oakley must improve its public-private partnership and live its established values to attract residents, businesses, and employees alike.
5.3. Reinforce Team Oakley: Council, Staff, and the Public by celebrating successes and communicating obstacles for full transparency to create a learning environment.
5.4. Inspire and encourage Oakley staff to be visible and work with the community at large.
5.5. Acknowledge roles and responsibilities per the City's Governance Guidelines & Protocols Policy Framework to guide the execution of the Strategic Plan.
    - Consider advance circulation of agendas and supporting documents by City Council for review and discussion with City Manager at least two days prior to public circulation.

RESOLUTION NO. XX-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADOPTING THE 2022-2027 STRATEGIC PLAN

BE IT RESOLVED by the City Council of the City of Oakley that the 2022-2027 Strategic Plan is hereby adopted.

The foregoing resolution was adopted at a regular meeting of the Oakley City Council held on the 12th day of April, 2022, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

Randy Pope, Mayor Date

ATTEST:

_____

Libby Vreonis, City Clerk Date