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, October 08, 2019
6:30 PM
Oakley City Council Chambers, 3231 Main Street, Oakley, CA

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.

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 (Girl Scout Troop #33784)

1.3 Swearing in of the Oakley Police Department Explorers (Libby Vreonis, City Clerk)

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. The Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority may respond to statements made or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code §54954.2(b)(1)(2)(3). Members of the public should submit any Speaker Cards for Public Comments in advance of the Mayor calling for Public Comments.

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 the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency and Special Meeting of the Public Financing Authority Meeting held September 24, 2019 (Libby Vreonis, City Clerk)

Minutes 09-24-19

3.2 Award of Construction Contract to DC Electric Group, Inc. for the Installation of the Emergency Generator for the Civic Center Emergency Generator Project – Capital Improvement Project Number 228 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution
2. DC Electric Group, Inc. Proposal

3.3 Adopt a Resolution Authorizing the City Manager to Execute a Termination of the Deferred Improvement Agreement Concerning 2131 O'Hara Avenue (Derek Cole, City Attorney)

Staff Report
1. Resolution
2. Notice of Termination

3.4 Appointment of Michael Syrett to the Contra Costa County Advisory Council on Aging (Libby Vreonis, City Clerk)

Staff Report
1. Application
2. Resolution

3.5 Notice of Vacancy of One Seat on the Oakley City Council and Approval of an Appointment Process to Fill the Vacancy for the Remainder of the Term which shall expire in November of 2020 (Libby Vreonis, City Clerk)

Staff Report
1. Notice of Vacancy
2. Resolution

3.6 Text Amendments to Oakley Municipal Code Chapter 4.2 (Noise Control) Related to Excluding Residential Related Sites and Uses from Receiving Permits for Sound-Amplification Equipment (Ken Strelo, Principal Planner)

Staff Report
1. Redline version of Oakley Municipal Code Chapter 4.2

2. Proposed Ordinance

4. PUBLIC HEARINGS

4.1 Twin Oaks Senior Residence Mixed-Use Project (CUP 02-19, DR 07-19, and DBA 01-19) – Request for approval of a Conditional Use Permit, Design Review, and Density Bonus Housing Agreement to construct a mixed-use project including 130 affordable senior apartment units and 5,667 sq. ft. of commercial space located at 2605 Main Street (Ken Strelo, Principal Planner)

Suggested Action: Staff recommendation: 1) Open the Public Hearing, 2) Receive the Staff Report, 3) Receive Questions from the City Council, 4) Receive Comments from the Applicant, 5) Receive Public Testimony, 6) Close the Public Hearing, 7) Deliberate, 8) Summarize the Deliberation, and 9) Adopt the Resolutions.

Staff Report

1. Vicinity Map
2. Public Hearing Notice
3. Initial Study/Mitigated Negative Declaration
4. Applicant's Plans
5. Proposed Conditional Use Permit and Design Review Resolution

5.a Exhibit A - Mitigation Monitoring Program

6. Proposed Density Bonus Housing Agreement Resolution

6.a Exhibit A - Proposed Density Bonus Housing Agreement (including Exhibits "A, B, and D" to Agreement)

6.b Exhibit B - Exhibit "C" to Agreement

5. REGULAR CALENDAR

5.1 Resolution of Support for the Contra Costa Transportation Authority's (Authority) proposed Draft Transportation Expenditure Plan (TEP) (Bryan Montgomery, City Manager)

Suggested Action: Adopt the Resolution

Staff Report

1. CCTA Ordinance 19-01 of August 28, 2019
2. 2020 Transportation Expenditure Plan, GMP information starts on pg 29
3. 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

9. ADJOURN

Minutes of the 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 September 24, 2019

1) OPENING MATTERS

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

Mayor Claire Alaura called the meeting to order at 6:30 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. In addition to Mayor Alaura, Vice Mayor Doug Hardcastle and Councilmembers Sue Higgins, Randy Pope and Kevin Romick were present.

1.2 Pledge of Allegiance to the Flag (Addie Villeda, 5th Grade Student at Almond Grove Elementary School)

5th Grade Almond Grove Elementary School Student Addie Villeda led the Pledge of Allegiance.

The City Council thanked her.

1.3 Proclamation to East Contra Costa Fire Protection District, Ironhouse Sanitary District and Diablo Water District for Special Districts Week

Mayor Alaura presented proclamations to East Contra Costa Fire Protection District, Ironhouse Sanitary District and Diablo Water District to recognize special districts week, September 22-28, for special districts that serve the Oakley community. Brian Oftedal, President of the Board of Directors of East Contra Costa Fire Protection District, accepted the proclamation. Peter Zerkle, President of the Board of Directors, and Susan Morgan, Director, of Ironhouse Sanitary District, accepted the proclamation. Ed Garcia, President of the Board of Directors of Diablo Water District, accepted the proclamation.

2) PUBLIC COMMENTS

Contra Costa Community College District Trustee Greg Enholm invited everyone to attend the District's State of the District events. He mentioned they hold one event at all five of its locations which includes three colleges and two centers; the location that would be most convenient for the Oakley community will be held October 1 at the Los Medanos College Pittsburg Campus (Community Room L-109) beginning at 7 a.m. He concluded by mentioning he left information cards in the back of the room for people who are interested in attending. He thanked the City Council.

No online comments were submitted for Public Comments or other agenda items.

3) CONSENT CALENDAR

3.1 Approve the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Public Financing Authority Meeting held September 10, 2019 (Libby Vreonis, City Clerk)

3.2 Waive the second reading and adopt an Ordinance approving the Rezone for The Vines at Oakley Subdivision 9507 (Ken Strelo, Principal Planner)

3.3 Creating Zone 171 within the Oakley Special Police Tax Area consisting of the Shiloh Subdivision 8975 project located at the southwest corner of Main Street and Simoni Ranch Road (APN 034-250-011) (Kevin Rohani, P.E., Public Works Director/City Engineer)

No public comments were submitted for the Consent Calendar.

Mayor Alaura pulled item 1.3.

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

Item 1.3

City Clerk Libby Vreonis provided a correction to the meeting minutes. She mentioned on Page 4 of the minutes, under Section 2.0 for Public Comments, the last sentence of comments made by Mike Dupray should be revised to state, "He mentioned the homeless issue will get worse by this situation; it costs about $300k to leave people homeless, but only $50k to get them off the streets."

It was moved by Councilmember Romick and seconded by Councilmember Higgins to approve the minutes as amended. Motion was unanimous and so ordered. (5-0)

4) PUBLIC HEARINGS

4.1 Adoption of an ordinance of the City of Oakley extending a moratorium on the issuance or renewal of use permits, variances, building permits, business licenses or any other entitlements or permits providing for the use, commencement, establishment or operation of short-term rentals within the City of Oakley (Joshua McMurray, Community Development Director)

The staff report was presented by Community Development Director Joshua McMurray.

Mayor Alaura inquired if there is any other pending legislation that is dependent on what staff is researching on the issue in the ordinance.

Mr. McMurray responded that he believes the court cases that staff was most concerned about have passed and staff has a good handle on the ordinance to be brought for the Council's

consideration; staff needs a little more time to prepare a comprehensive ordinance so this safeguards the City in the meanwhile.

Mayor Alaura announced there were no public comments submitted for item 4.1.

Councilmember Romick commented that there are a number of lawsuits in progress that may impact how the City moves forward; therefore, it is good to wait for the lawsuits to go through the process before the City Council jumps in and makes laws that may be overturned in the near future.

City Attorney Derek Cole commented that he is carefully watching legislation and litigation; when a significant ruling occurs one way another, staff will be sure to provide a proper, up to date, and legally complaint ordinance for the Council's consideration.

Mayor Alaura inquired if there is an expected time frame when the cases might come through.

Mr. Cole responded he expects it could be in the next year, but with potential appeals, it could be a developing issue for the next two to three years, much like the cannabis issue was and still is. He added it is not an issue that is going to go away and he agrees at this point it is best to adopt the urgency ordinance, but he still feels strongly the permanent ordinance would be a lawful exercise of City authority based on current law.

Mayor Alaura expressed concern that the moratorium may impact people who are following the rules. She mentioned there was a gentleman who attended a previous City Council meeting who indicated the moratorium adversely affects his income because short-term rentals supplement his income and his ability to pay his mortgage. She explained she appreciates staff taking time to do its due diligence and to research what other cities are doing to propose the ordinance, but she does not want to take away from those following the rules and the longer the City waits, perhaps there are others that would also suffer. She requested if it is safe to say that the City can put out the permanent ordinance, maybe the moratorium should only be extended three to six months. She explained a year seems a little excessive, especially since it is unknown how long it may take for other rulings to occur.

Councilmember Romick explained that the City Council can pass an ordinance anytime within the next year; the time proposed gives the City Council time it may need if things should go differently, but if can be resolved quicker, the City Council can pass the ordinance before one year. He added it might only take a month or two.

It was moved by Councilmember Romick and seconded by Councilmember Higgins to adopt the ordinance. AYES: Hardcastle, Higgins, Pope, Romick; NOES: Alaura. (4-1)

5) REGULAR CALENDAR-None

6) REPORTS

6.1 CITY MANAGER
(a) City Manager

City Manager Bryan Montgomery reported the City hosted a very successful Heart of Oakley Festival Saturday. He thanked residents for their participation in the festival and for their

patience with the road closure. He announced the City will host two events in October, Friday Night Bites on October 4 and the Harvest Festival on October 26 (both events will be held at Civic Center Plaza).

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 Higgins reported she attended Contra Costa Community College District's State of the District meeting September 19 and requested City Manager Bryan Montgomery follow up with Dr. Kratochvil to explore trade schools for Oakley. She also reported she attended a human trafficking workshop in Antioch which will be brought forward at the Mayors' Conference in October. She announced the Oakley Library is looking for book donations. She reported she attended the Ironhouse Sanitary District meeting and the Jersey Island bridge is close to being completed. She mentioned the District is working on GPS mapping for the sewer system which is underneath so they can better track where repairs are needed.

Mayor Alaura reported she attended the Contra Costa County Aviation Advisory meeting with Councilmember Romick where Contra Costa Transportation Authority provided a presentation regarding its expenditure plan and if the ballot measure passes, how it may tie into a connection between Vasco Road and the Byron airport. She announced the 20th Anniversary Committee brick sales began before the Heart of Oakley Festival and for anyone interested in purchasing a brick, it does not have to be to commemorate a dog; it can be purchased for any pet, a family member or business of which funds will go toward a shade structure for the dog park. She asked Recreation Manager Lindsey Bruno how many bricks were sold.

Ms. Bruno responded that approximately a dozen bricks were sold.

Councilmember Pope inquired where the bricks will be laid.

Mayor Alaura explained that the bricks will be laid in the center of the round decorative cement area at the bottom of the stairs.

Mayor Alaura announced she and Chef Stephane Tonnelier from the Oakley Bistro will participate in the Mayors' Cook-off this Thursday; the event will be held in Todos Santos Plaza in Concord. She also announced the East Contra Costa Family Justice Center Grand Opening will be held Friday, September 27, and it will be a great asset to the community.

Vice Mayor Doug Hardcastle announced he has decided to retire from the City Council. He shared that fifty years ago, he signed up for the U.S. Army on October 13, which was the start of his public service. He mentioned he sold his businesses recently, he is enjoying retirement, and it is time for him and his wife to travel and spend time with family. He indicated November 9, will be his last day. He expressed appreciation for everything staff and the City have done. He shared he has enjoyed his time in Oakley and he thanked everyone for their support.

City Manager Bryan Montgomery commented that assuming the City Council does not want to call a special election due to cost, staff will place an item on the next agenda in which staff will recommend the appointment process for the remainder of the term (one year) and can solicit

applications in the meanwhile, but can shift gears if the decision is made otherwise. He thanked Vice Mayor Hardcastle for all of his years serving the Oakley community on the City Council and at Ironhouse Sanitary District. He mentioned Vice Mayor indicated November 9 as his last day, but November 12 is actually the City Council meeting date; staff can submit applications that date in which Vice Mayor Hardcastle can participate in reviewing, if the Council prefers.

Mayor Alaura commented that it will be placed on the next agenda for an official vote, but it does not seem that there is any harm done to seek out now a replacement.

(b) Requests for Future Agendas

None.

7) WORK SESSION-None

8) CLOSED SESSIONS-None

9) ADJOURN

There being no further business, the meeting was adjourned at 6:52 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: October 8, 2019

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Award of Contract to DC Electric Group, Inc. for the Installation of the generator for the Oakley Civic Center Emergency Generator Project – CIP 228

Background and Analysis

The City's adopted FY 2019/20 Capital Improvement Program (CIP) Budget designates funding for various infrastructure and facility improvement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life and safety for our residents.

The Civic Center facility is the center of government in Oakley which handles all critical functions for the community residents, including Police services. The current Civic Center facility does not have a standby emergency generator to address the frequent PG&E power outages that take place in this region.

During the last City Council Strategic Planning meeting, the need for having continued and uninterrupted service at the Civic Center was amongst the major goals, which included the installation of a standby emergency generator to address the electricity needs of the Civic Center facility; especially the Police Department. If the City is faced with an extended power outage, without a standby emergency generator, we will not be able to provide critical support functions from the Civic Center facility to the community.

At the July 9, 2019 meeting, City Council approved the award of a contract to purchase an emergency generator from Cummins, Inc. This generator is in the manufacturing process and expected to be delivered to the site in January 2020 for installation.

In preparation for the delivery and installation of the generator, staff has solicited bids from electrical contractors for the installation of this generator and its start-up operations. On September 26, 2019 a total of three (3) bids were received for the installation of the generator as follows:

DC Electric Group, Inc	$65,182
Johnston & Sons Electric, Inc.	$71,600
Dillon Electric, Inc.	$112,150

DC Electric Group, Inc. was the lowest responsible bidder for the project and have all the resources needed to install the generator. The installation of the generator will involve preparing the site and construction of the concrete pad for the generator and its associated components, installation of new conduits and wiring to connect the existing PG&E transformer and electrical switch panels at the Civic Center to the generator, fueling up and starting the new generator.

Fiscal Impact

The current FY 2019/20 budget for this project is $150,000 from the General Capital Projects Fund. This budget covers the purchase and installation cost of the generator. The cost for the purchase of the generator and to obtain State of California regulatory agency permits has been approximately $122,000. In order to complete the installation and startup of the generator, an additional budget of $46,000 will be required.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the award of the construction contract for the installation of the emergency generator for the Civic Center to DC Electric Group, Inc. in the amount of $65,182, and authorize the City Manager to execute the agreement.

Additionally, due to variables associated with construction projects, and to address unforeseen circumstances during the course of construction. In addition, staff recommends that the City Council authorize staff to execute future change orders to the construction contract as necessary, in an amount not to exceed $5,000 for work beyond what is defined in the base bid project. It is also recommended that a budget adjustment in the amount of $46,000 be made for this project and authorized by City Council. This $46,000 increase to the project's budget will be funded by a transfer into Fund 201 from the portion of the General Fund's Fund Balance that is designated for capital projects.

Attachments

1) Resolution
2) DC Electric Group, Inc. Proposal

RESOLUTION NO. __-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH DC ELECTRIC GROUP, INC. FOR THE INSTALLATION OF THE GENERATOR FOR THE OAKLEY CIVIC CENTER FACILITY EMERGENCY GENERATOR PROJECT – CIP 228

WHEREAS, the Oakley Civic Center facility is the center of government operations and essential services in Oakley, and there is currently no emergency generator at the Civic Center facility to provide electricity in times of power outage and uninterrupted services at the Civic Center is of utmost importance; and

WHEREAS, a contract was awarded to Cummins, Inc. in July 2019 for the purchase of the emergency generator which is in the production process; and

WHEREAS, staff subsequently solicited bids from electrical contractors for the installation and startup of this generator and its associated components; and

WHEREAS, three (3) bids were received prior to the close of the bidding process and DC Electric Group, Inc. submitted the lowest responsible bid for a total cost of $65,182 for the project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Agreement with DC Electric Group, Inc. for the installation of the emergency Generator for the Civic Center Emergency Generator Project - CIP 228, for an amount not to exceed $65,182 is approved, and the City Manager is authorized to execute the Agreement. The FY 2019/20 budget included $150,000 for this project in the General Capital Project Funds, and a budget adjustment in the amount of $46,000 be made for this project. This $46,000 increase to the project's budget will be funded by a transfer into Fund 201 from the portion of the General Fund's Fund Balance that is designated for capital projects."

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th of October, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Claire Alaura, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

DC ELECTRIC Group, Inc.

September 26, 2019

City of Oakley
Attn: Kevin Rohani
3231 Main Street
Oakley, CA 94561

Job Name: ***Emergency Generator Installation Project- CIP228***
Job Location: ***Oakley Civic Center***

Dear Kevin,

Per your request, we offer to perform the following work, based on our standard terms and conditions:

Scope of Work

- Excavate, grade and form for new concrete pad
- Furnish and install a new concrete pad per specifications
- Intercept existing 5" PVC Conduit & route into new Generator System
- Furnish and install 1000 MCM THHN
- Install city supplied Cummins Diesel Genset: 600HZ-450kW, Model DFEJ
- Install city supplied Transfer Switch-1200AMP, Model OTPC
- Coordinate PG&E cut-over
- Test for proper operations

Total Labor, Material, & Equipment… $ 65,182.00

Exclusions-encroachment permits, any temporary generator installation, any landscape restoration, fuel for generator

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided. This price assumes work will be done directly for the City and excludes any potential fees/permits. Any change in schedule requested by the City will result in a change order.

This proposal is hereby accepted on this _____ day of _____, 2019.

City of Oakley

By: _____

Title: _____

DC Electric Group, Inc.

John Abraham

Regional Manager

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: September 27, 2019

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

FROM: Derek P. Cole, City Attorney

SUBJECT: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION OF THE DEFERRED IMPROVEMENT AGREEMENT CONCERNING 2131 O'HARA AVENUE**

Discussion

in February 1997, the County of Contra Costa and several parties who collectively owned the property located at 2131 O'Hara Avenue entered into a Deferred Improvement Agreement. the City acceded to the County's interest in the Deferred Improvement Agreement once the Property was incorporated into City limits.

In 2012, the City entered into Purchase and Sale Agreements concerning the 2131 O'Hara Avenue property. These agreements recognized the obligations of the Deferred Improvement Agreement and indicated the costs to the property owner for constructing the required improvements would be waived if and when they successfully developed a wine tasting facility on the property. Development entitlements were granted for such a facility, but eventually expired. In 2018, because the owners had not followed through on the obligation to open the tasting facility, the City filed an action to compel them to pay for the road improvements made per the Deferred Improvement Agreement.

Earlier this year, the City settled with the owners of the property, Linda Ghilarducci and Robert Lee Harris. As part of the Settlement Agreement, the City agreed to accept payment of $65,000 from the owners in exchange for release of their obligations under the Deferred Improvement Agreement. The owners have made this required payment, so the City is now obligated to execute the Notice of Termination attached to the resolution for this matter.

When executed, the Notice will cause the Deferred Improvement Agreement to be removed from the title to the affected properties.

Fiscal Impact

None.

Staff Recommendation

Staff Recommends the Council Adopt the Resolution of the City Council of The City of Oakley Authorizing the City Manager to Execute a Termination of the Deferred Improvement Agreement Concerning 2131 O'Hara Avenue.

Attachments

1. Resolution
2. Notice of Termination

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION OF THE DEFERRED IMPROVEMENT AGREEMENT CONCERNING 2131 O'HARA AVENUE

WHEREAS, in February 1997, the County of Contra Costa ("County") and several parties who collectively owned the property located at 2131 O'Hara Avenue ("Property") entered into a Deferred Improvement Agreement;

WHEREAS, the Deferred Improvement Agreement was recorded in the Official Records of Contra Costa County as Document Number 97-0102163-00;

WHEREAS, the City acceded to the County's interest in the Deferred Improvement Agreement once the Property was incorporated into Oakley City limits;

WHEREAS, effective May 28, 2019, the City entered in a Settlement Agreement and Mutual Release of Claims ("Settlement Agreement") with Linda Ghilarducci and Robert Lee Harris; and

WHEREAS, among other things, the Settlement Agreement requires the City to take all actions necessary to cause the removal of the Deferred Improvement Agreement from the record title to the Property.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that in light of the foregoing, the City Manager is authorized and directed to execute the Notice of Termination attached as Exhibit A to this Resolution and the City Clerk is authorized and directed to take all steps necessary to cause the recording of the same in the Official Records of the County of Contra Costa.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the ____ day of October 2019, 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:

_____
Claire Alaura, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk Date

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Libby Vreonis, City Clerk
City of Oakley
3231 Main Street
Oakley, CA 94561

The undersigned grantor declares:
Documentary Transfer Tax is $0.00,
Deed given to clear record title of expired interest—value conveyed less than $100 * Rev. & Tax Code § 11911.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF TERMINATION OF DEFERRED IMPROVEMENT AGREEMENT

THE CITY OF OAKLEY ("City"), a municipal corporation, hereby releases the real property described in **Exhibit "A"** attached hereto and incorporated by reference herein ("Property") from the Deferred Improvement Agreement effective February 13, 1997 and recorded in the Official Records of Contra Costa County as Document Number 97-0102163-00 ("Deferred Improvement Agreement"), a copy of which is attached as **Exhibit "B"** to this Notice of Termination. The City is the successor to all the right, title, and interest of the County of Contra Costa, which executed the Deferred Improvement Agreement as the "Owner" therein and Grantor, by virtue of the incorporation of the Property into the municipal limits of the City subsequent to the County's execution of the Deferred Improvement Agreement.

This Release terminates the Deferred Improvement Agreement and all terms, conditions, and covenants contained therein as provided in the Settlement Agreement and Mutual Release of Claims between the City of Oakley and Linda Ghilarducci and Robert Lee Harris, effective May 28, 2019. It is expressly the intention of this Notice of Termination to release the aforementioned individuals, as well as any and all other persons, parties, or entities who in the past held, currently hold, or in the future will hold any legal or equitable interest in the Property, from any obligation remaining under the Deferred Improvement Agreement and to cause the removal of the Deferred Improvement Agreement from the title to the Property.

The City Council of the City, at a regular meeting held on October ___, 2019, duly authorized the City Manager to execute this Notice of Termination through Resolution No. ___-____.

THE CITY OF OAKLEY
a Municipal Corporation

Date: October ____,2019

By: _____
Bryan Montgomery
City Manager
City of Oakley

Agenda Date: _____

Agenda Item: _____

STAFF REPORT

Date:	October 8, 2019
To:	Bryan H. Montgomery, City Manager
From:	Libby Vreonis, City Clerk
SUBJECT:	Adopt a Resolution Appointing Michael Syrett as Representative to the Contra Costa County Advisory Council on Aging for a Two-Year Term Beginning October 11, 2019

Approved and Forwarded to City Council:

Bryan Montgomery, City Manager

Summary and Recommendation

Michael Syrett has submitted his application to serve as Oakley's representative on the Contra Costa County Advisory Council on Aging for a two-year term commencing October 11, 2019.

Fiscal Impact

None.

Background and Analysis

The Advisory Council on Aging is appointed by the Board of Supervisors to advise on all matters associated with the planning, development and administration of programs relating to older adults in accordance with the Older Americans Act.

The position for Oakley's representative on the Advisory Council on Aging was advertised. Staff received interest from Michael Syrett and his application is attached for the City Council's review. Mr. Syrett has been encouraged to attend the meeting this evening.

Should the City Council appoint Mr. Syrett to the position, his application will also require approval by the Board of Supervisors. Once approved by both bodies, he will be seated in the position. This process may take a couple of months; therefore, his first update to the City Council would likely be scheduled in early 2020, after he has had an opportunity to attend meetings of the Advisory Council.

Conclusion

Staff recommends that the City Council adopt a resolution to appoint Michael Syrett to the Contra Costa County Advisory Council on Aging for the two-year term commencing October 11, 2019.

Attachments

1) Application
2) Resolution

1. **Applicant Name:** Michael Syrett
2. **Home Address:** 1870 Santa Fe Street Oakley, CA 94561
3. **Phone Number:** (650) 898-9471

4. **E-Mail Address:** MrSyrett@gmail.com
5. **How long have you lived in the City of Oakley?** 5 Years

6. **In 300 words or less, please explain why you would like to represent Oakley and serve on the Contra Costa County Advisory Council on Aging.**

Our senior community is growing with the rest of our sister cities. I want to help make Oakley an aging friendly city along with all of Contra Costa. As a city, we are already taking steps in this direction with the addition of our senior center and senior community programs that we offer and I want to continue this growth to make Oakley, not only a participant, but a positive example for other cities to strive towards so that we can all age comfortably in our homes.

7. **In 300 words or less, describe your qualifications and educational, work and other experience which would make you a valuable addition to the Advisory Council.**

While working in home care for the past 4 years, I have seen first hand the struggles that come along with aging. I have extensive training in aging related conditions, such as Alzheimer's disease, which effects roughly 50% of the aging population. This gives me a unique ability to anticipate the needs of our aging community.

Additionally, I have over ten years of experience working in marketing, graphic design, video production, and web design which could be utilized to dramatically lower the costs of any promotional materials or videos that need to be created.

8. **What do you feel are the most pressing matters for the Advisory Council?**

The growing homeless senior population is a staggering issue that needs to be addressed. The number of homeless people over the age of 62 leaped 68.5% over the last 10 years across the US. Most of them are first time homeless. Oakley and it's sister cities has a growing retiree community and is a great place to spend the later years of your life. We need to make sure that we don't fall prey to the issues of the rest of the nation by letting our seniors become homeless.

9. **Please attach a current resume.**

Please mail or hand-deliver this completed application in a sealed envelope to:

CITY OF OAKLEY
City Clerk's Office
3231 Main Street
Oakley, CA 94561

~ Applications must be received prior to 6:00p.m., Thursday, September 12, 2019. ~

Michael Syrett

Operations and Solutions

1870 Santa Fe Street
Oakley, CA 94561
650.898.9471
MrSyrett@gmail.com

EXPERIENCE

ApexCare, Concord — *Community Relations Manager*
July 2019 -Current

- **Managed digital marketing and social media for the entire company.**
- **Managed company website, including SEO and content posts.**
- **Created digital marketing video campaign leading to 300+% reach increase on social media platforms.**
- **Managed Community relations in a brand new market for the company.**

Honor Technology, Concord — *Growth Operations Lead*
January 2019 - July 2019

Honor Technology, Concord — *Care Operations Lead*
October 2017 - January 2019

Honor Technology, Concord — *Care Operations Associate*
February 2017 - October 2017

- **Worked remotely 60% of the time, 40% of which was travel.**
- **Updated from scratch the Care Professional training/orientation program.**
- **Lead recruiting and day to day operations teams.**
- **Traveled to Southern California to on-board the largest partner the company brought on to date and managed their accounts, totaling an estimated 1.5 million in annual revenue.**
- **Managed several pilot projects to help improve day to day operations.**

Pac-12 Networks, San Francisco — *Craft Editor*
August 2014 - February 2017

Pac-12 Networks, San Francisco — *Junior Editor*
August 2013 - August 2014

- **Expanded Pac-12 Network's reach from 650 to 850 live events over two years**
- **Took initiative in training Junior Editors in "Game Day" operations, studio show editing, and Paint 6 breakdown building**
- **Streamlined and created new motion graphics for remote editing department**
- **Pioneered Pac-12 Network's journey into competitive gaming as a televised sport**

SHOOTMedia LLC, Palo Alto — *Head of Production*
April 2012 -September 2013

- Eliminated need to hire additional production staff for the first year by performing dual roles in production and post production, with estimated cost savings of $30k/year or $120k over the course of employment
- Retained profit sharing partnership with Yahoo! Sports using SHOOTMedia exclusive web video content
- Managed the production and post production teams

EDUCATION

Free Code Camp
2016 - Certificate of Completion of Front End Web Development course

San Francisco School of Digital Filmmaking
2008 - Certificate of Completion

- Came back to teach an editing workshop on a part-time basis (2009-2011)

SKILLS

Operations
Problem solving
Recruiting
Team management
Leadership development
Training and development
On-boarding/off-boarding
Administration
Google Suite
Adobe Suite
Tech Support
Phone skills
Marketing
Video production
Graphic/Web design

TRAITS

High attention to detail
Tech savvy
Effective communication
Flexible with change
Comfortable with ambiguity
Positive, Can-do attitude
Goal oriented
Deadline driven
Entrepreneurial spirit
Interested in startup environments

INTERESTS

Technology
Health and wellness
Pop culture

RESOLUTION NO. __-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TO APPOINT MICHAEL SYRETT TO THE CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING FOR A TWO-YEAR TERM COMMENCING OCTOBER 11, 2019

BE IT RESOLVED by the City Council of the City of Oakley that Michael Syrett is hereby appointed to the Contra Costa County Advisory Council on Aging for a two-year term commencing October 11, 2019.

PASSED, APPROVED AND ADOPTED this 8th day of October, 2019, by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Claire Alaura, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: October 8, 2019

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

FROM: Libby Vreonis, City Clerk

SUBJECT: Accept Notice of Vacancy and Adopt a Resolution Approving an Appointment Process for One Vacancy Seat on the Oakley City Council to Serve the Remainder of the Current Term which Expires in November of 2020

Background and Analysis

Councilmember Doug Hardcastle provided his written resignation from the Oakley City Council on September 25, 2019, effective November 12, 2019, after the City Council has selected a new Councilmember. In accordance with Oakley Municipal Code Section 2.1.007(a), upon the City Clerk receiving a written resignation from a Councilmember, the City Clerk is required to post a notice of the vacancy and invite applications from Oakley residents. In addition, the notice must be delivered to the newspaper of general circulation which prints the City's legal notices, published to the City's website, provided to all persons who have requested copies of City Council agendas, and included on the consent calendar of the next City Council meeting. Staff completed the aforementioned requirements with the exception of providing the notice of vacancy on the consent calendar which is submitted now for acceptance as the October 8, 2019 City Council meeting is the "next City Council meeting" following his written resignation.

The City Council has the authority under Government Code Section 36512(b) and Oakley Municipal Code Section 2.1.007(b) to either appoint a candidate to fill a vacancy or to call a special election. If the City Council determines to appoint a candidate to fill a vacancy, it shall do so within sixty (60) calendar days of the vacancy. It is the right of the City Council to call for a special election rather than make an appointment to fill the vacancy; however, there is considerable cost involved. The March 2020 Primary Election falls within the statutory timeline and would provide the least expensive option at $2.00 to $3.00 per registered voter. The state report completed in September 2019 would be used for the March 2020 Primary Election and reflects a total of 21,906 voters in Oakley; therefore, it is estimated to cost approximately $43,812 to $65,718 to hold an election. The City

Council would have to call the election by adoption of a resolution at the next meeting (before the end of October) to meet statutory deadlines (the election must be called 130 days prior to the election). As the impact of cost is significant, staff recommends the City Council approve the appointment process.

Fiscal Impact

There is no cost involved if the City Council decides to appoint a candidate to fill the vacancy seat. If the City Council decides to call an election, the estimated cost is approximately $43,812 to $65,718.

Staff Recommendation

Staff recommends the City Council accept the Notice of Vacancy and adopt a resolution approving an appointment process for one vacancy seat on the Oakley City Council.

Attachments

1. Notice of Vacancy
2. Resolution

NOTICE OF VACANCY
Oakley City Council Seeks Applicants to Fill One Vacancy Seat on the Oakley City Council

Due to the announced resignation of Councilmember Doug Hardcastle, it is anticipated that the Oakley City Council will proceed with an appointment process to fill the vacancy. The expectation is that the City Council will fill the vacancy during its regularly scheduled meeting to be held November 12, 2019, in the Oakley City Council Chambers located at 3231 Main Street in Oakley, beginning at 6:30 p.m. Staff is seeking applications from residents who would like to serve on the Oakley City Council. All applicants must attend the November 12, 2019 City Council meeting to be interviewed. Applicants must be registered to vote and reside within the City of Oakley. The term of the person appointed to fill the vacancy will expire in November of 2020.

Applications are available on the City's website at: www.oakleyinfo.com , at City Hall, or may be requested via email at vreonis@ci.oakley.ca.us. Completed applications must be submitted prior to 5 p.m. on November 7, 2019, along with completed Fair Political Practices Commission Form 700 which is available at www.fppc.ca.gov. Early submittal of applications is preferred.

City Council meetings are currently held twice each month on the 2nd and 4th Tuesdays at 6:30 p.m., except in July, August, November and December when only one meeting is held on the 2nd Tuesday of the month at 6:30 p.m. Special and emergency meetings may also be held with minimal notice for more urgent items. In addition to preparing for and attending City Council meetings, Councilmembers also represent Oakley on a variety of county and regional boards/commissions/ committees that meet regularly. They also attend numerous community functions and sometimes trainings which can be held during days, evenings, and/or weekends.

Councilmembers receive a nominal monthly salary. They do not receive health, dental or retirement benefits.

RESOLUTION NO. _____-19

RESOLUTION OF THE OAKLEY CITY COUNCIL APPROVING AN APPOINTMENT PROCESS TO FILL ONE VACANCY SEAT ON THE OAKLEY CITY COUNCIL TO SERVE THE REMAINING TERM WHICH EXPIRES IN NOVEMBER OF 2020

BE IT RESOLVED by the City Council of the City of Oakley that it hereby approves an appointment process to fill one vacancy seat on the Oakley City Council to serve the remaining term which expires in November of 2020.

The foregoing resolution was introduced at a regular meeting of the Oakley City Council held on the 8th day of October, 2019, 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:

_____
Claire Alaura, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: October 8, 2019

TO: Bryan H. Montgomery, City Manager *Approved and Forwarded to the City Council*

FROM: Kenneth W. Strelo, Principal Planner

SUBJECT: **Text Amendments to Oakley Municipal Code Chapter 4.2 (Noise Control) Related to Excluding Residential Related Sites and Uses from Receiving Permits for Sound-Amplification Equipment**

Summary

Chapter 4.2 Noise Control of the Oakley Municipal Code ("OMC") serves the purpose of securing and promoting the public health, comfort, safety, welfare, and prosperity and the peace and quiet of the City and its inhabitants. Subsection 4.2.210(c) of this chapter provides for permits to be issued at the discretion of the City Manager for Sound-Amplification Equipment. The intent of this section of the code has long been to allow for certain commercial purposes to apply for this permit, although rarely requested. The intent has not been to provide an avenue for social gatherings or events related to residential uses to acquire a permit to have live music, etc. In other words, the City Manager has not used this section of the code to issue "party permits." One caveat of the amendment would allow legally established non-residential uses located in residential districts to be considered. For example, an assembly use (e.g. church, social club) requesting a permit for sound-amplification equipment in relation to a permitted temporary would not be prohibited by this amendment.

The proposed text amendments include the following changes (underline is proposed to be added; strikethrough proposed to be deleted) to subsection 4.2.210(c):

> c. Permit for Sound-Amplification Equipment. The City Manager may grant a permit to allow sound-amplification equipment, subject to reasonable restrictions regarding time, place and manner of use for the safety and convenience of the public, so long as the request for exception is not related to any social gathering or event located on a residential site or in conjunction with a residential use, or within a residential zoning district, as defined by chapter 9.1, or within a P-1 District approved for residential uses. Permits for existing non-residential uses legally established within a residential zoning district or

within a P-1 District approved for residential uses may be considered. The applicant shall submit an application containing the following information:

1) The name, address and telephone number of both the owner and user of the sound-amplifying equipment;

2) The maximum wattage to be used, and the approximate distance for which sound will be audible from the sound-amplifying equipment;

3) The license number, if a sound truck is to be used;

4) A general description of the sound-amplifying equipment which is to be used;

~~5) Whether the sound-amplifying equipment will be used for commercial or non-commercial purposes;~~

6) Which measures will be implemented to reduce noise to neighbors;

7) Where the equipment will be used; and

8) During which day(s) and hour(s) the equipment will be used.

If the application is denied, the City Manager shall advise the applicant in writing of the reasons for denial.

One other text amendment fixes a typo in section 4.1.201 (Findings) correcting "quite" to "quiet."

Staff Recommendation

- Waive the first reading;
- Introduce Proposed Ordinance.

Attachments

1. Redline version of Oakley Municipal Code Chapter 4.2
2. Proposed Ordinance

Proposed Text Amendment – Redline Version

OAKLEY MUNICIPAL CODE CHAPTER 4.2
NOISE CONTROL

Article 1 FINDINGS REGARDING NOISE

4.2.102 Findings.

The City Council finds that the making, creation, or maintenance of loud, unnecessary, unnatural, unusual, or habitual noise that are prolonged, unusual, and unnatural in their time, place, and use affect and are a detriment to the public health, comfort, safety, welfare, and prosperity of the residents of the City. The provisions of this section are enacted for the purpose of securing and promoting the public health, comfort, safety, welfare, and prosperity and the peace and quiete~~e~~ of the City and its inhabitants.

Article 2 REGULATIONS OF NOISE GENERALLY

4.2.202 Definitions.

In this article, unless the context otherwise requires:

a. "Commercial purpose" shall mean and include the use, operation, or maintenance of sound-amplifying equipment for the purpose of advertising business, goods or services, or for the purpose of attracting the attention of the public to, or advertising for, or soliciting patronage to or for a performance, show, entertainment, exhibition or event, or for the purpose of demonstrating any such sound equipment or for the purpose of paging employees or customers.

b. "Emergency work" shall mean work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

c. "Motor vehicle" shall mean a motor vehicle as defined by the California Vehicle Code.

d. "Non-commercial purpose" shall mean and include the use, operation or maintenance of sound equipment for other than a commercial purpose. Non-commercial purpose includes philanthropic, political, patriotic and charitable purposes.

e. "Sound-amplifying equipment" shall mean a machine or device for the amplification of the human voice, music, or any other sound. Sound-amplifying equipment does not include:

1) A standard automobile radio when used and heard only by the occupant of the vehicle in which the radio is installed; or

2) A warning device on authorized emergency vehicle or horn or other warning device used for traffic safety purposes.

f. "Sound truck" shall mean a motor vehicle regardless of motive power, whether in motion or stationary, having sound-amplifying equipment mounted or attached to it.

4.2.204 Unreasonable Noise Prohibited.

a. It is unlawful and a nuisance for any person within the residential areas of the City persistently to maintain, emit, cause, mechanically or otherwise, or permit any animal owned by him/her or in his or her possession to control to make any loud, disturbing, or habitual noise or any noise that annoys or disturbs or injures or endangers the health, repose, peace, or safety of any reasonable person of normal sensitivity present in the area.

b. The standards that shall be considered in determining whether a violation of the provisions of this chapter exists shall include but not be limited to the following:

1) The level, intensity, character, and duration of the noise;

2) The level, intensity, and character of background noise, if any;

3) The time when and the place and zoning district in which the noise is occurring;

4) The proximity of the noise to residential sleeping facilities; and

5) Whether the noise is recurrent, intermittent, or constant.

4.2.206 General Noise Regulations.

a. It is unlawful for a person to willfully make a loud, unnecessary or unusual noise which disturbs the peace or quiet of a neighborhood or which causes discomfort or annoyance to a reasonable person of normal sensitiveness residing in the area.

b. The standards which shall be considered in determining whether a violation of this article exists include, but are not limited, to the following:

1) The volume of the noise;

2) Whether the nature of the noise is usual or unusual;

3) The proximity of the noise to residential sleeping facilities;

4) The nature and zoning of the area within which the noise emanates;

5) The time of the day or night the noise occurs;

6) The duration of the noise;

7) Whether the noise is continuous, recurrent or intermittent;

8) Whether the noise is produced by a commercial or non-commercial activity; and

9) The number of persons in the neighborhood who have complained of the noise.

4.2.208 Prohibitions.

Except as otherwise provided in this article it is unlawful for a person to do any of the following acts:

a. Operate or play a radio, television set, stereo, phonograph, receiving set, tape or compact disk player, jukebox, musical instrument or similar device between 10:00 p.m. and 8:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle from which it is located or a distance of 50 feet from the device if outside;

b. Create noise on a street, sidewalk or public place adjacent to a school or church while in use or to a hospital if the noise unreasonably interferes with the working of the institution or the peace or quiet of a hospital patient;

c. Operate a lawn mower or leaf blower between sunset and 8:00 a.m. or operate other machinery between the hours of 10:00 p.m. and 8:00 a.m. in a manner causing excessive noise to nearby residents;

d. Operate or perform construction or repair work (which creates noise) within or adjacent to a residential land use district except during the following hours:

1) Monday through Friday: 7:30 a.m. to 7:00 p.m.

2) Saturdays, Sundays and holidays: 9:00 a.m. to 7:00 p.m.;

e. Install, use or operate a loudspeaker or sound-amplifying equipment in a fixed or movable position or mounted on a sound truck for the purpose of transmitting sound to a person in or on a street, sidewalk, park or public property without a permit obtained under Section 4.2.210.

(Sec. 1, Ordinance No. 02-15, adopted January 27, 2015)

4.2.210 Exception Permits; Permit for Sound –Amplifying Equipment. SHARE

a. Permit General. The City Manager may grant a permit allowing an exception to this chapter, or permitting the use of sound-amplification equipment, subject to the requirements of this section.

An application for either type of permit must be submitted at least three working days before the proposed activity and must be accompanied by an application fee in the amount set by City Council resolution.

The City Manager's decision may be appealed to the City Council under Section 1.8.002 through Section 1.8.008.

b. Exception Permit. The City Manager may grant a permit allowing an exception to Section 4.2.206 or Section 4.2.208 (a) through (d) for as short a period of time as is reasonable if the permit applicant demonstrates all of the following:

1) Compliance with this chapter would be impractical or unreasonable;

2) Which mitigation measures will be implemented to minimize the sound disturbance; and

3) The absence of any objection from nearby residents or businesses (by written consent or by their failure to object after notice is sent by the City).

The City Manager may impose reasonable conditions on the granting of the permit.

c. Permit for Sound-Amplification Equipment. The City Manager may grant a permit to allow sound-amplification equipment, subject to reasonable restrictions regarding time, place and manner of use for the safety and convenience of the public, so long as the request for exception is not related to any social gathering or event located on a residential site or in conjunction with a residential use, or within a residential zoning district, as defined by chapter 9.1, or within a P-1 District approved for residential uses. Permits for existing non-residential uses legally established within a residential zoning district or within a P-1 District approved for residential uses may be considered. The applicant shall submit an application containing the following information:

1) The name, address and telephone number of both the owner and user of the sound-amplifying equipment;

2) The maximum wattage to be used, and the approximate distance for which sound will be audible from the sound-amplifying equipment;

3) The license number, if a sound truck is to be used;

4) A general description of the sound-amplifying equipment which is to be used;

~~5) Whether the sound-amplifying equipment will be used for commercial or non-commercial purposes;~~

5~~6~~) Which measures will be implemented to reduce noise to neighbors;

6~~7~~) Where the equipment will be used; and

7~~8~~) During which day(s) and hour(s) the equipment will be used.

If the application is denied, the City Manager shall advise the applicant in writing of the reasons for denial.

4.2.212 Emergency Work.

This chapter does not apply to emergency work.

4.2.214 Remedies and Penalties for Violation.

a. Violation an Infraction. A person who violates a provision of this chapter is guilty of an infraction and subject to the penalty set forth in Section 1.5.002(d).

b. Violation a Public Nuisance. A violation of this chapter is a public nuisance and may be abated by a civil action including a restraining order or injunction.

4.2.216 Violation – Penalty.

Each violation of this article shall constitute a separate offense. Persons violating this chapter shall be deemed guilty of an infraction and, upon conviction, shall be punished in accordance with Section 1.5.002.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADOPTING TEXT AMENDMENTS TO OAKLEY MUNICIPAL CODE CHAPTER 4.2 (NOISE CONTROL) RELATED TO EXCLUDING RESIDENTIAL RELATED SITES AND USES FROM RECEIVING PERMITS FOR SOUND-AMPLIFICATION EQUIPMENT

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

SECTION 1. Section 4.2.201 of the Oakley Municipal Code, titled "Findings," is hereby amended as follows:

"4.2.102 Findings.

The City Council finds that the making, creation, or maintenance of loud, unnecessary, unnatural, unusual, or habitual noise that are prolonged, unusual, and unnatural in their time, place, and use affect and are a detriment to the public health, comfort, safety, welfare, and prosperity of the residents of the City. The provisions of this section are enacted for the purpose of securing and promoting the public health, comfort, safety, welfare, and prosperity and the peace and quiet of the City and its inhabitants."

SECTION 2. Subsection "c" of Section 4.2.210 of the Oakley Municipal Code, titled "Exception Permits; Permit for Sound-Amplification Equipment." is hereby amended in its entirety as follows:

"c. Permit for Sound-Amplification Equipment. The City Manager may grant a permit to allow sound-amplification equipment, subject to reasonable restrictions regarding time, place and manner of use for the safety and convenience of the public, so long as the request for exception is not related to any social gathering or event located on a residential site or in conjunction with a residential use, or within a residential zoning district, as defined by chapter 9.1, or within a P-1 District approved for residential uses. Permits for existing non-residential uses legally established within a residential zoning district or within a P-1 District approved for residential uses may be considered. The applicant shall submit an application containing the following information:

1) The name, address and telephone number of both the owner and user of the sound-amplifying equipment;

2) The maximum wattage to be used, and the approximate distance for which sound will be audible from the sound-amplifying equipment;

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5) Which measures will be implemented to reduce noise to neighbors;

6) Where the equipment will be used; and

7) During which day(s) and hour(s) the equipment will be used.

If the application is denied, the City Manager shall advise the applicant in writing of the reasons for denial."

SECTION 6. California Environmental Quality Act (CEQA).

This project is exempt from environmental analysis under the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that the proposed amendments will not have a significant effect on the environment.

SECTION 7. Effective Date and Posting.

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

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on _____, 2019 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

_____

Claire Alaura, Mayor Date

ATTEST:

_____

Libby Vreonis, City Clerk Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: October 8, 2019

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City*

FROM: Kenneth W. Strelo, Principal Planner

SUBJECT: **Twin Oaks Senior Residence Mixed-Use Project (CUP 02-19, DR 07-19, and DBA 01-19) – Request for approval of a Conditional Use Permit, Design Review, and Density Bonus Housing Agreement to construct a mixed-use project including 130 affordable senior apartment units and 5,667 sq. ft. of commercial space located at 2605 Main Street.**

Summary

This is an application by Highridge Costa Development Company, LLC, ("Applicant") requesting approval of the following ("Project"):

1) A Conditional Use Permit to develop a mixed-use project on an approximately 5.85-acre site consisting of a 3-story, 130-unit, age-restricted (62 and up) and affordable senior apartment complex with 5,667 sq. ft. of 1-story, street-fronting commercial space (CUP 02-19);

2) Design Review of site development and building architecture (DR 07-19); and

3) A Density Bonus Housing Agreement to allow a maximum 35% increase in density (or apx. 98 units to 130 units) per Oakley Municipal Code section 9.1.412 Residential Density Bonus and Incentives (DBA 01-19).

The project site is located at 2605 Main Street and is zoned General Commercial (C) District. APN: 035-011-030.

Staff Recommendation

Staff recommends the City Council approve the project titled, "Twin Oaks Senior Residence Mixed-Use Project (CUP 02-19, DR 07-19, DBA 01-19)" with the following actions:

- Adopt a Resolution adopting the Mitigated Negative Declaration and approving the Conditional Use Permit and Design Review, as conditioned; and

- Adopt a Resolution 1) confirming the proposed Density Bonus Housing Agreement ("Agreement") between the City of Oakley and the Applicant is in conformance with state law, and 2) approving and authorizing the City Manager to execute said Agreement.

Fiscal Impact

None. This is a developer funded account. All Staff time and City of Oakley generated materials are charged to the account.

Background

General Plan

- *Commercial ("CO")* – The "CO" designation allows for a broad range of commercial uses typically found adjacent to residential neighborhoods, downtowns, and freeways. The particular form of commercial zoning for different areas of the City depends, among other factors, on the characteristics of surrounding land uses.

Zoning

- General Commercial (C) District – The purpose of the C District is to create and maintain major commercial centers accommodating a broad range of commercial uses (e.g., office, retail, and personal services) of community-wide or regional significance typically found adjacent to or along major travel corridors, such as Main Street, O'Hara Avenue, Laurel Avenue and Empire Avenue. Permitted and Conditionally Permitted Uses in the C District include those also listed in the Retail Business (RB) District (Oakley Municipal Code ("OMC") subsections 9.1.506(b)17 and (c)14, respectively. OMC subsection 9.1.504(c)17 allows "Mixed-use (multifamily residential in conjunction with commercial)" after issuance of a conditional use permit.

Existing Conditions and Surrounding Land Uses

The 5.85-acre project site is located on the south side of Main Street, just east of Oakley Town Center. This shopping center is anchored by the Lucky Supermarket and Rite Aid, and consists of approximately 109,000 sq. ft. of retail, restaurant, grocery, and financial services space. Main Street (a 4-lane arterial with raised median) borders the project site on the north. Single-family residential neighborhoods are farther north beyond Main Street, and directly east of the site and south of the site beyond an existing storm water detention basin

and vacant parcels of land. Summer Creek Place, an existing 1- and 2-bedroom, ground-level, senior apartment complex lies to the southwest of the site and directly south of the shopping center. As it currently exists, the site is mostly vacant and routinely maintained to keep down weeds. Three mature coastal oak trees, various smaller trees, and remnant vineyards also exist on the site. Figure 1 shows a Google Earth aerial view of the project site and surrounding properties.

Figure 1. Aerial View of Project Site and Surrounding Properties



Project Description

Conditional Use Permit

Issuance of a Conditional Use Permit ("CUP") is required prior to operation of a mixed-use project (consisting of multifamily residential in conjunction with commercial) in the C District. A CUP is an application 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 (Variance and Conditional Use Permits) sets forth the application requirements, procedures, and standards Staff follows when processing a CUP.

The proposed application is requesting approval of a mixed-use project consisting of multifamily residential in the form of affordable, age-restricted apartments (130 units) combined with a partial commercial frontage (5,667 sq. ft.). The 130 units would result in a density of 22.22 dwelling units per gross

acre, and be age-restricted for residents 62 years and older. This density would be consistent with the M-17 District density of 16.7 dwelling units per gross acre when subject to the proposed Density Bonus Housing Agreement allowing an increased density of 35% (16.7 + (16.7*.35) = 22.55).

Design Review

The Design Review Ordinance (OMC section 9.1.1604) contains duties and procedures for review and approval of a Design Review application. OMC section 9.1.1604(d) requires that when a developer proposes a project in a commercial zoning district that the design review shall be undertaken by the Planning Commission[1] and be heard as a public hearing. The proposed new development fits the criteria above and requires Design Review approval in the setting of a public hearing. The proposed design review covers all of the physical development of the project, such as site planning, building architecture and massing, colors and materials, landscaping, and walls and fencing.

Proposed Site Plan

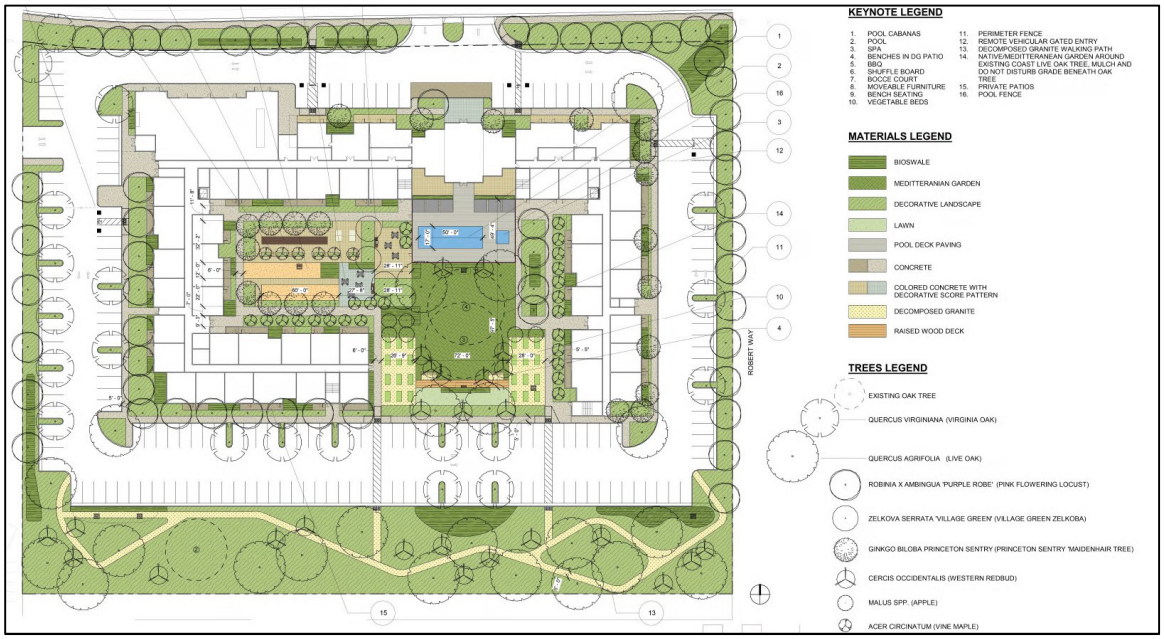
The proposed project is designed with parking and drive aisles between the buildings and property lines, and an active courtyard at the center between the buildings. Vehicle access is derived off of Main Street from a driveway separated with the main project entry sign. Additional access between the site and Oakley Town Center to the west may be made available in the future dependent upon agreement between the property owners. Also, an Emergency Vehicle Access ("EVA") is proposed at the terminus of Edgewood Drive to the east of the project site. This EVA would be blocked off to non-emergency vehicles. The rear (southern) portion of the site will be developed as a passive park with a preserved oak tree, walking paths, and landscaping.

Development specs for the proposed project consist of a 3-story apartment building with 130 units (98 1-bedroom; 32 2-bedroom), and 188 parking spaces (133 for residents, 33 for visitors, and 22 for shoppers). There is over 63,000 sq. ft. of open area and apx. 16,000 sq. ft. of landscaping throughout the site. The building area totals approximately 114,000 sq. ft. The entire ground floor frontage of the project along Main Street consists of the public retail portion in the northwest corner of the building (5,667 sq. ft.), and other uses related to the residential portion of the project, such as the leasing office, lobby, clubhouse, common area, library, fitness, conference and storage rooms, and laundry facilities. The resident courtyard, located at the center of the site, includes a majority of the on-site resident amenities, including the pool and pool cabanas, spa/hot tub, BBQs, shuffle board, bocce court, garden furniture, vegetable beds, and two of the three preserved oak trees with protected canopy drip lines (i.e. no

[1] City Council acts as the Planning Commission per Ordinance No. 06-09

access beneath or activity beneath). Figure 2 shows a color landscape plan that provides a visual representation of the general layout as described above.

Figure 2. Landscape Plan



Architecture

As seen in the Applicant's Plans, the project architect (SVA Architects) sought inspirations for the design by studying architectural expressions and main elements on buildings within the City of Oakley, specifically newer architecture along Main Street. Several Oakley buildings are shown on the plans as inspiration for the project design, including City Hall and the buildings across the street in the downtown plaza (La Costa and Buon Appetito), Fire Station 51 (O'Hara Avenue), and Grocery Outlet. As a result, proposed building architecture mainly consists of tiled roof, white and earth-tone fine sand-finished Stucco, and stone veneer. Front-facing gables, smaller pyramid tower elements, and color block style main walls make up the building massing. Where additional space is located between windows, false shutters are often used to reduce the amount of blank wall. Decorative black-coated metal is often uses as balcony barriers and it matches other detail elements such as external light housings.

The plans include color elevations as well as 3D perspective renderings. Main Street's frontage of the project shows the retail to the right with a slightly different roofline, which was done intentionally to distinguish it from the residential units and related non-unit uses (e.g. library, leasing office). Figures 3 and 4 show examples of the 3D perspective renderings from the project frontage and an aerial from the northeast looking southwest.

Figure 3. Main Street 3D Perspective



Figure 4. 3D Perspective Rendering from NE Looking SW



Landscaping and Fencing

The proposed landscape plan is provided as an illustration and includes a legend and notes. There are eight species of trees proposed to be planted and three existing coastal live oaks proposed to be preserved onsite. A Mediterranean garden with an additional 15 plant species is proposed. This garden will use naturally drought tolerant plants that show seasonal color. Decorative landscaping proposed throughout the site will be used to tie buildings and open spaces together. An additional 11 plant species will make up these areas, which will focus on lush flowering plants, ornamental grasses, and groundcovers. Vehicle gates and perimeter fencing are proposed as ornamental, black steel fencing, similar in appearance to traditional wrought-iron design.

Density Bonus Housing Agreement

A Density Bonus Housing Agreement ("DBA") is required in order to develop the site at a density greater than that allowed by the municipal code, which allows a maximum 16.7 dwelling units per gross acre ("du/ga"). Since this project is proposed to be 100% affordable, the Applicant has requested the maximum density bonus as required by [California] Density Bonus Law (GC 69915-65918) of 35%, as set forth by OMC section 9.1.412 (Residential Density Bonus and Incentives) subsection d.2. The density bonus calculation is as follows:

- No DBA = 98 Units: Allowable maximum density under M17 District. [5.85 acres * 16.7 du/ga = 97.70 (would be rounded to 98)].

- DBA = 132 Units: Allowable maximum density with DBA: [97.70 * 1.35 = 131.90 (rounded to 132)].

At 130 dwelling units, the proposed project would comply with the maximum allowable number of units when applying the 35% density bonus increase. In order to implement this increase in density, the developer and City must enter into a DBA, which the City Council must find to be in compliance with state law and approve for City Manager execution prior to recordation. Staff has included a stand-alone resolution with the DBA for consideration with this project.

Analysis

Conditional Use Permit

Oakley Municipal Code subsection 9.1.1602(f) includes the findings required to be made in order to approve a conditional use permit. Compliance with each of the required findings is summarized below:

1. 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:

    - *The proposed project meets all but one of the development standards in both the C and M-17 Districts, which could both apply due to the mixed-use component of the development. The exception is building height, which is 35 feet maximum in the C District (buildings are proposed at 36 feet high). This is addressed as one of the concessions permitted in conjunction with the DBA. Adequate setbacks are provided with additional setbacks from adjacent uses created by designing the project with landscaping and parking around the perimeter.*

2. 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:

    - *The site fronts onto Main Street, which is already improved to its full width and includes curb, gutter and sidewalks along the project frontage. Main Street is defined as a major arterial in the General Plan.*

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:

    - *The intended character of the area is a combination of commercial uses serving nearby residential neighborhoods and a broader commercial attraction by the nearby shopping center. The use of senior residential and fronting commercial space will be compatible with that character by not only providing additional and new commercial space, but by bolstering that space and the existing commercial uses with 130 units of active-senior residents. In addition, the site will be looked after and maintained by onsite management and will be expected and conditioned to maintain a minimum standard of aesthetics for the life of the project.*

4. 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:

    - *The project site has remained an essentially vacant piece of land on a major corridor for the entirety of Oakley's existence, both as a community and city. Development of this project will provide a much needed asset (affordable, age-restricted apartments) in a managed setting nearby walkable commercial uses and public transit (Tri-Delta Transit bus stops) in the form of infill development.*

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: (See "Environmental Review" below).

Design Review

The proposed plans were analyzed for consistency with the adopted City of Oakley Commercial and Industrial Design Guidelines and Residential Design Guidelines ("Guidelines"), as applicable. The standards for Design Review is

found in OMC subsection 9.1.1604(f). The following aspects have been considered in Staff's analysis and provided as findings in the proposed resolution:

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 proposed project includes buildings that front Main Street, but are significantly setback from adjacent properties, which being three stories will provide a prominent street presence while minimizing the impact on neighboring uses. The parking is situated along the perimeter of the project, with an additional landscape buffer along the property lines.*

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 of the buildings takes on a Mediterranean design with low lying roofs that completely screen all roof top equipment. Sections of the buildings are color-blocked to enhance the projections and relief along the facades. The white and earth-tones combined with the stone-veneer base and color-blocks will provide a clean and sectional appearance to the building, which will assist in breaking up the horizontal length.*

3. Landscaping and site elements, including general landscape areas; entry and plaza enhancements; parking lot landscaping; walls and fences; and lighting:

    - *Landscaping is designed well with both decorative landscaping used throughout the site, and a Mediterranean garden to enhance and supplement the building architecture. The three significant and impressive coastal oak trees will be preserved and the two located more toward the center will be a focal point for the active courtyard used by the residents and their guests. Trees will line the Main Street frontage and act as a buffer between the site and properties to the east. The passive park located along the southern property line will provide a significant buffer and relaxing atmosphere for the residents.*

4. Streetscapes, including major community entries; highlighted intersections; and district entries:

- *The Main Street frontage is already improved with curb, gutter and sidewalk. The project will enhance this frontage with the addition of approximately 20 24" box trees, and a separated driveway ingress/egress that includes a low-lying project wall and sign between the in and out drives.*

Environmental Review

An Initial Study and Mitigated Negative Declaration ("ISMND") have been prepared for this project pursuant to the California Environmental Quality Act (CEQA). The Notice of Intent to Adopt a MND and Initial Study was circulated for public review and comment from September 19, 2019 to October 8, 2019. It was filed with the County Clerk, and sent out to over 60 public agencies, to parties requesting such notice, and to residents and owners of properties directly adjacent to the project site. The NOI provided a summary of the project as well as methods to access the ISMND for review and comment. The ISMND is included as an attachment to this Staff Report, and available at: https://www.ci.oakley.ca.us/cega-documents/. The City Council must adopt the MND in order to approve the project. Adoption of the MND is included in the proposed Conditional Use Permit and Design Review Resolution.

Findings

Draft findings for the Conditional Use Permit and Design Review are in the "Analysis" section, above, and can be found in the proposed Conditional Use Permit and Design Review Resolution. Draft findings for the Density Bonus Housing Agreement can be found in the proposed Resolution related to that agreement.

Staff Recommendation

Staff recommends the City Council approve the project titled, "Twin Oaks Senior Residence Mixed-Use Project (CUP 02-19, DR 07-19, DBA 01-19)" with the following actions:

- Adopt a Resolution adopting the Mitigated Negative Declaration and approving the Conditional Use Permit and Design Review, as conditioned; and

- Adopt a Resolution 1) confirming the proposed Density Bonus Housing Agreement ("Agreement") between the City of Oakley and the Applicant is in conformance with state law, and 2) approving and authorizing the City Manager to execute the Agreement.

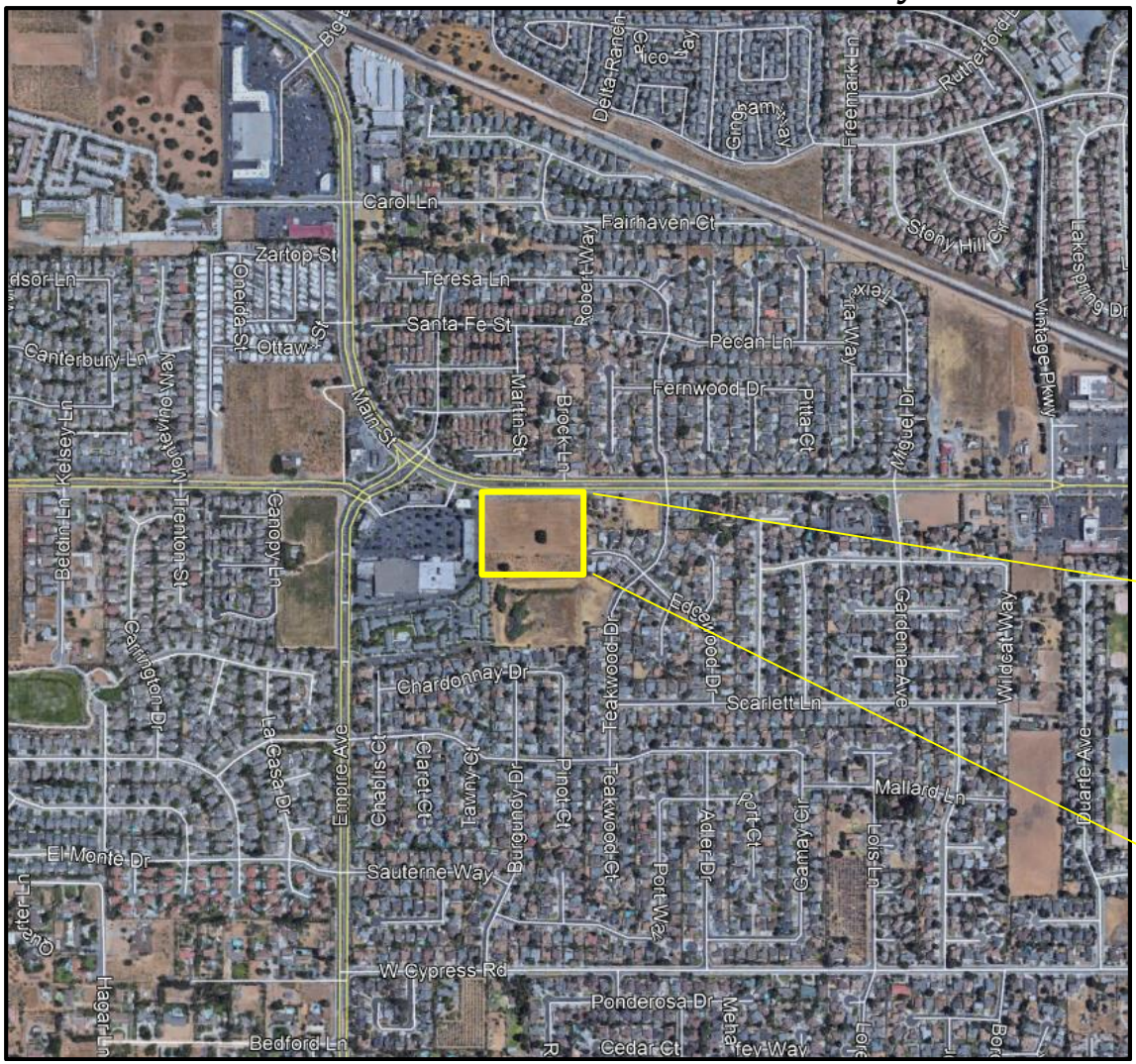
Attachments

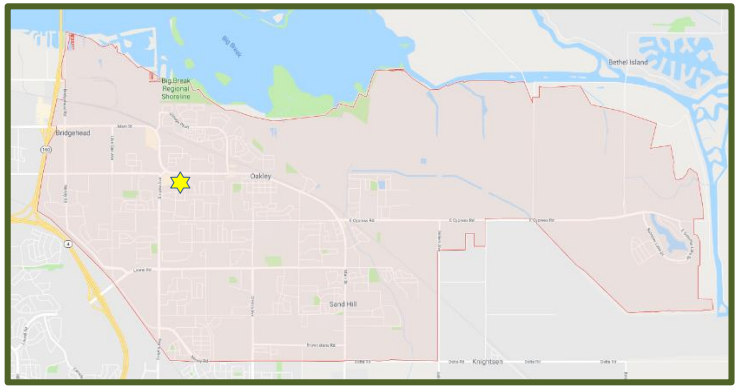
1. Vicinity Map
2. Public Hearing Notice
3. Initial Study/Mitigated Negative Declaration
4. Applicant's Plans
5. Proposed Conditional Use Permit and Design Review Resolution
    a. Exhibit "A" – Mitigation Monitoring Program
6. Proposed Density Bonus Housing Agreement Resolution
    a. Exhibit "A" – Proposed Density Bonus Housing Agreement (including Exhibits "A, B, and D" to Agreement)
    b. Exhibit "C" to Agreement

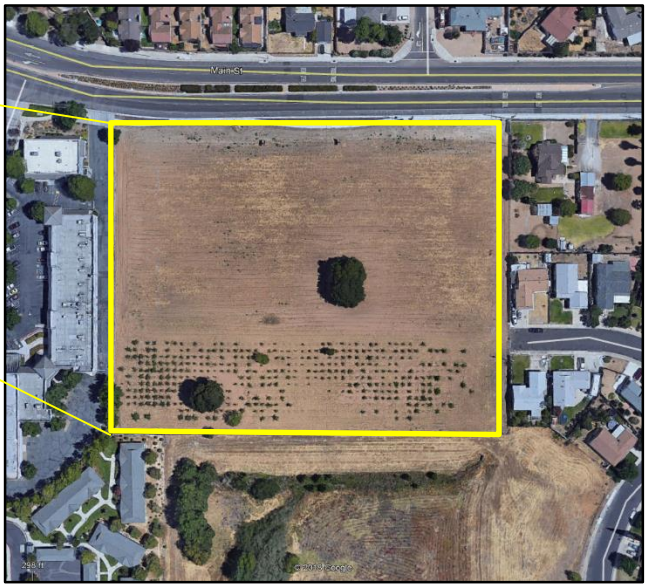
In City Clerk's Reading File

1. Appendices to the Initial Study/Mitigated Negative Declaration

Vicinity Map
Twin Oaks Senior Residence Mixed-Use Project (CUP 02-19, DR 07-19, DBA 01-19)
2605 Main Street, Oakley, CA 94561; APN 035-011-030







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

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **October 08, 2019** 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, Design Review, and Density Bonus Agreement.**

Project Name: Twin Oaks Senior Residence Mixed-Use Project (CUP 02-19, DR 07-19, and DBA 01-19).

Project Location: 2605 Main Street, Oakley, CA 94561; APN: 035-011-030.

Applicant: Highridge Costa Development Company, LLC, 330 W Victoria Street, Gardena, CA 90248.

Request: This is a public hearing on a request for approval of 1) a Conditional Use Permit to develop a mixed-use project on an approximately 5.85-acre site consisting of a 3-story, 130-unit, age-restricted (62 and up) and affordable senior apartment complex with 5,667 sq. ft. of 1-story, street-fronting commercial space, 2) Design Review of site development and building architecture, and 3) a Density Bonus Agreement to allow a maximum 35% increase in density (or apx. 98 units to 130 units) per Oakley Municipal Code section 9.1.412 Residential Density Bonus and Incentives. The site is designated "Commercial (C)" in the Oakley 2020 General Plan, and is zoned "General Commercial (C) District". The project description and plans are available at https://www.ci.oakley.ca.us/departments/planning-zoning/current-projects/.

How to Review: The Staff Report and its attachments will be available for public review, on or before **October 3, 2019** 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 **October 8, 2019** 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 Ken Strelo, Principal Planner 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.

City of Oakley
Planning Department

Twin Oaks Senior Residence Mixed Use Project

Initial Study/Mitigated Negative Declaration

September 2019

Prepared by

RANEY PLANNING & MANAGEMENT, INC. 20 years
1501 Sports Drive, Suite A, • Sacramento • CA • 95834
Office 916.372.6100 • Fax 916.419.6108

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Appendices

Appendix A – Air Quality and Greenhouse Gas Analysis
Appendix B – Biological Resources Analysis Report, Planning Survey Report, and Arborist Report
Appendix C – Geotechnical Engineering Investigation
Appendix D – Phase I Environmental Site Assessment and Phase II Soil Vapor Survey
Appendix E – Stormwater Control Plan and Preliminary Drainage Plan
Appendix F – Environmental Noise Assessment
Appendix G – Traffic Impact Analysis

INITIAL STUDY

September 2019

A. BACKGROUND

1. Project Title: Twin Oaks Senior Residence Project

2. Lead Agency Name and Address: City of Oakley
Planning Department
3231 Main Street
Oakley, CA 94561

3. Contact Person and Phone Number: Ken Strelo
Principal Planner
(925) 625-7000

4. Project Location: 2605 Main Street
Oakley, CA 94561
APN 035-011-030

5. Project Sponsor's Name and Address: Highridge Costa Development Company, LLC.
330 W Victoria Street
Gardena, CA 90248
(888) 261-8390

6. Existing General Plan Designation: Commercial (CO)

7. Existing Zoning Designation: General Commercial (C)

8. Required Approvals from Other Public Agencies: None

9. Surrounding Land Uses and Setting:

The project site consists of approximately 5.85 acres located within the City of Oakley, California. Currently, the project site consists of vacant land with three coast live oak trees, other non-native trees and ruderal vegetation. The City of Oakley General Plan designates the project site as Commercial (CO) and the site is zoned General Commercial (C). Surrounding land uses include Oakley Town Center Shopping Center to the west, single-family residential development to the north and east, and a multi-family residential development to the southwest. A vacant lot is also present to the south of the project site which includes a drainage basin and riparian vegetation.

10. Project Description Summary:

The proposed project would include development of a 113,909-square foot (sf), three-story affordable housing development for senior citizens and associated amenities such as a pool, shuffle board area, bocce court, lobby, clubhouse, and fitness center. In addition, the project would include approximately 5,667 sf of retail space. The project

would include site improvements such as landscaping, construction of on-site drive aisles and parking, and utility installation. Access to the project site would be provided by an entrance along Main Street, with potential future connection to the Oakley Town Center Shopping Center to the west, as well as potential provision of an Emergency Vehicle Access (EVA) from Edgewood Drive to the east. The project would require approval of a Conditional Use Permit (CUP 02-19), Design Review (DR 07-19) and a Density Bonus Agreement (DBA 01-19).

12. Status of Native American Consultation Pursuant to Public Resources Code Section 21080.3.1:

    In compliance with Assembly Bill (AB) 52 (Public Resources Code Section 21080.3.1), a project notification letter was distributed to two tribes, including the Torres Martinez Desert Cahuilla Indians and Ione Band of Miwok Indians on August 12, 2019. Consultation requests were not received from either of the tribes.

B. SOURCES

The following documents are referenced information sources used for the purposes of this Initial Study:

1. Bay Area Air Quality Management District. *California Environmental Quality Act Air Quality Guidelines*. May 2017.
2. California Building Standards Commission. *California Green Building Standards Code*. 2019.
3. California Air Resources Board. *The 2017 Climate Change Scoping Plan Update.* January 20, 2017.
4. California Department of Conservation. *Contra Costa County Important Farmland Map.* 2016.
5. California Department of Forestry and Fire Protection. Contra Costa *County, Fire Hazard Severity Zones in LRA*. November 7, 2009.
6. California Department of Resources Recycling and Recovery (CalRecycle). *Facility/Site Summary Details: Potrero Hill Landfill (48-AA-0075)*. Available at: https://www2.calrecycle.ca.gov/swfacilities/Directory/48-AA-0075/. Accessed September 10, 2019.
7. Caltrans. *Transportation Related Earthborne Vibrations. TAV-02-01-R9601*. February 20, 2002.
8. City of Oakley. City of Oakley General Plan Environmental Impact Report. September 2002.
9. City of Oakley. *Oakley 2020 General Plan*. December 16, 2002.
10. City of Oakley. *Strategic Energy Plan*. Fall 2015.
11. City of Oakley Police Department. *2017 Annual Report*. 2017. Available at http://www.ci.oakley.ca.us/wp-content/uploads/2018/04/Annual-Report-2017-2-2.pdf. Accessed September 10, 2019.
12. Contra Costa County Clean Water Program. *Stormwater C.3 Guidebook.* May 17, 2017.
13. Contra Costa County Flood Control District. *Contra Costa County Formed Drainage Areas.* February 7, 2008.
14. Department of Toxic Substances Control. *EnviroStor.* Available at: https://www.envirostor.dtsc.ca.gov/public/. Accessed September 2019.
15. Diablo Water District. *Final 2015 Urban Water Management Plan.* June 2016.

16. Federal Emergency Management Agency. *Flood Insurance Rate Map 06013C0355G.* Effective March 21, 2017.
17. Federal Transit Administration. *Transit Noise and Vibration Impact Assessment Guidelines.* May 2006.
18. Krazan & Associates, Inc. *Geotechnical Engineering Investigation.* May 8, 2019.
19. Krazan & Associates, Inc. *Phase I Environmental Site Assessment.* February 13, 2019.
20. Krazan & Associates, Inc. *Phase II Limited Subsurface Assessment – Soil Vapor Survey.* April 18, 2019.
21. LSA. *Technical Memorandum: Air Quality and Greenhouse Gas Aanlsyis – Twin Oaks Senior Residence Project*. August 14, 2019.
22. Olberding Environmental, Inc. *Application Form and Planning Survey Report.* May 10, 2019.
23. Olberding Environmental, Inc. *Biological Resources Analysis Report for the Proposed Project.* April 2019.
24. Saxelby Acoustics. *Environmental Noise Analysis, Twin Oaks Senior Residence IS/MND*. September 4, 2019.
25. Sacramento Metropolitan Air District. *Guide to Air Quality Assessment in Sacramento County*. Available at: http://www.airquality.org/businesses/ceqa-land-use-planning/ceqa-guidance-tools. Accessed September 2019.
26. TJKM. *Senior Housing Apartments at 2605 Main Street, Traffic Impact Analysis.* June 4, 2019.
27. Tree Management Experts. Arborist Report and Tree Protection Report. May 14, 2019.
28. Wilsey Ham. *Preliminary Drainage Report for Highridge Costa Development, Twin Oaks Senior Residence.* August 15, 2019.
29. Wilsey Ham. *Stormwater Control Report for Highridge Costa Development, Twin Oaks Senior Residence.* August 16, 2019.

C. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Less Than Significant with Mitigation Incorporated" or as indicated by the checklist on the following pages.

☐ **Aesthetics**	☐ **Agriculture and Forest Resources**	☒ **Air Quality**
☒ **Biological Resources**	☒ **Cultural Resources**	☐ **Energy**
☒ **Geology and Soils**	☐ **Greenhouse Gas Emissions**	☐ **Hazards and Hazardous Materials**
☐ **Hydrology and Water Quality**	☐ **Land Use and Planning**	☐ **Mineral Resources**
☒ **Noise**	☐ **Population and Housing**	☐ **Public Services**
☐ **Recreation**	☐ **Transportation**	☐ **Tribal Cultural Resources**
☐ **Utilities and Service Systems**	☐ **Wildfire**	☐ **Mandatory Findings of Significance**

D. DETERMINATION

On the basis of this initial study:

☐ I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

× I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

9/19/19
Date

Ken Strelo, Principal Planner
Printed Name

City of Oakley
For

E. BACKGROUND AND INTRODUCTION

This Initial Study/Mitigated Negative Declaration (IS/MND) provides an environmental analysis pursuant to the California Environmental Quality Act (CEQA) for the proposed project. The applicant has submitted this application to the City of Oakley, which is the Lead Agency for the purposes of CEQA review. The IS/MND contains an analysis of the environmental effects of construction and operation of the proposed project.

In December 2002, the City of Oakley adopted the Oakley General Plan and the Oakley General Plan Environmental Impact Report (EIR). The General Plan EIR was a program-level EIR, prepared pursuant to Section 15168 of the CEQA Guidelines (Title 14, California Code of Regulations, Sections 15000 et seq.). The General Plan EIR analyzed full implementation of the Oakley General Plan and identified measures to mitigate the significant adverse project and cumulative impacts associated with the General Plan. Pursuant to CEQA Guidelines Section 15150(a), the City of Oakley General Plan and General Plan EIR are incorporated by reference. Both documents are available at the City of Oakley, 3231 Main Street, Oakley, CA 94561.

The mitigation measures prescribed for environmental effects described in this IS/MND would be implemented in conjunction with the project, as required by CEQA, and the mitigation measures would be incorporated into the project. In addition, a project Mitigation Monitoring and Reporting Program (MMRP) would be adopted in conjunction with approval of the project.

F. PROJECT DESCRIPTION

The following section provides a comprehensive description of the proposed project in accordance with CEQA Guidelines.

Project Location and Setting

The project site consists of approximately 5.85 acres located within the City of Oakley, California (see Figure 1). The site is located at 2605 Main Street, east of the Oakley Town Center shopping center and west of the terminus of Edgewood Drive (see Figure 2). The site is identified by Assessor's Parcel Number (APN) 035-011-030.

Currently, the project site contains three coast live oak and other non-native trees, and the southern portion of the site consists of a fallow vineyard. Apart from the existing trees and fallow vineyard, the remaining portions of the site are composed of vacant ruderal grassland that appears to be heavily disturbed through routine weed abatement. The topography of the site is relatively flat and does not contain any hills. The site is located approximately 1.3 miles northeast of State Route (SR) 4 and approximately 1.45 miles east of SR 160. The project site is located in an area that is primarily characterized by urban development, including residential uses to the, east and north across Main Street and with existing commercial development located to the west. Vacant land is also located south of the project site and is characterized by a drainage basin and riparian vegetation.

The project site is designated Commercial (CO) per the City's General Plan and is zoned General Commercial (C).

Project Components

The proposed project would include the development of a 130-unit, mixed use structure, with affordable senior residential units and approximately 5,667 sf of retail space. The building would be three stories, consisting of approximately 113,909 sf.

Figure 1
Regional Project Location

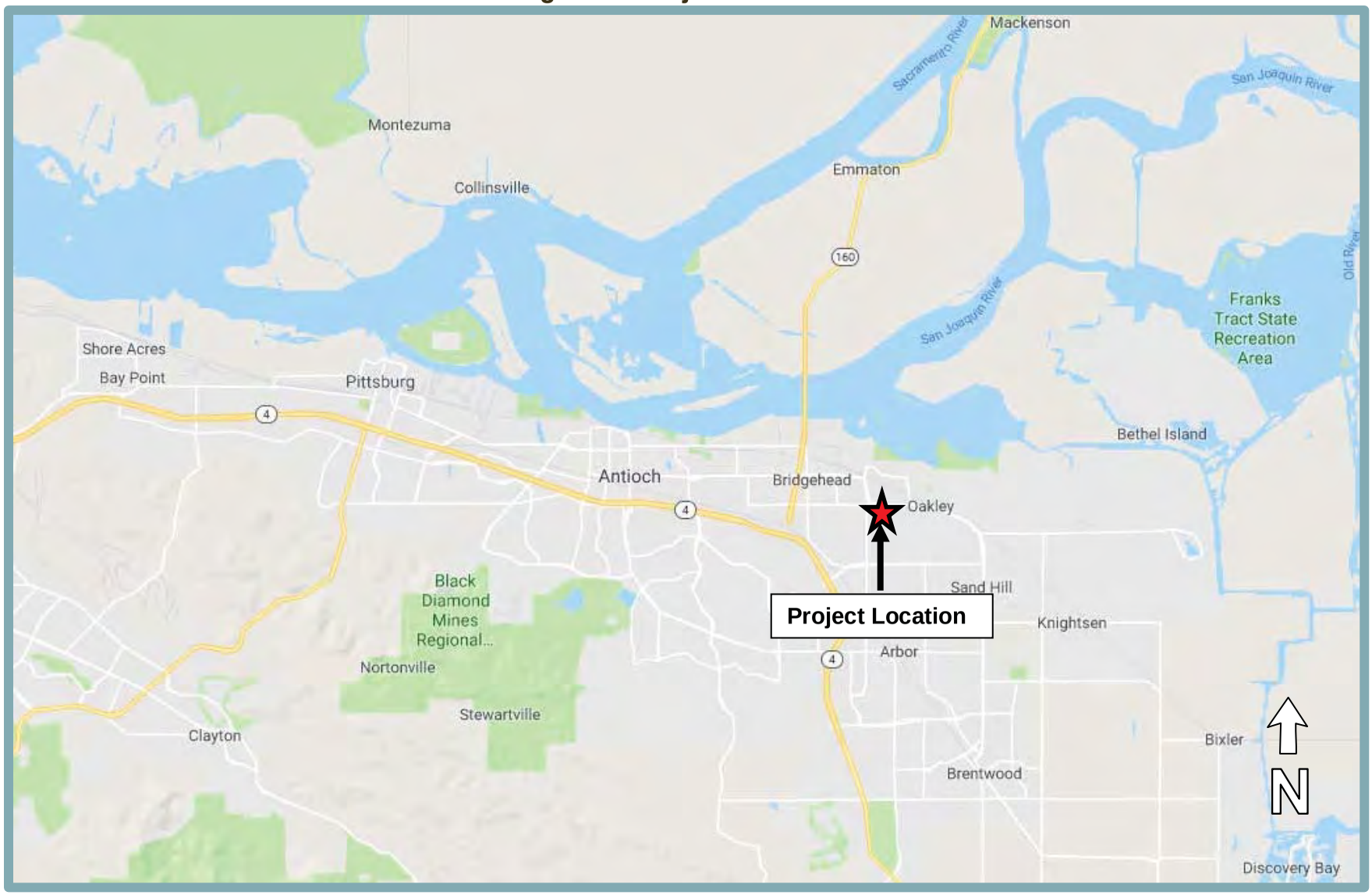


Figure 2
Project Site and Existing Boundaries



The proposed project would include amenities such as a pool and spa, pool cabanas, shuffle board, bocce court, retail space, a lobby, a clubhouse, a fitness center and various associated improvements including, but not limited to, landscaping, circulation improvements, and utility installation. The project would require City approval of a Conditional Use Permit (CUP), Design Review (DR), and a Density Bonus Agreement (DBA). The details of the proposed project are described in further detail below.

Residences and Retail

The proposed project would include a total of 130 residential units. The residential units would include 98 one-bedroom units and 32 two-bedroom units. The residential complex would be designed as affordable housing for seniors. The project would require approval of a DBA in order to allow a 35 percent density bonus. In addition, the proposed project would include 5,667 sf of retail space that would be located in the northwestern portion of the building. East of the retail space would include space for various amenities including a conference room, laundry room, library, fitness room, and storage space (see Figure 3). The building's clubhouse would be situated east of the foregoing amenities, and the lobby would be adjacent to the to the clubhouse. The lobby would act as the main entrance on the front side of the building. East of the lobby would be a designated common area for the residents with a storage and laundry room. The leasing office for the proposed senior housing development would be located in the northeastern portion of the building.

Access, Circulation, and Parking

Access to the project site would be provided by an entry point along Main Street, with proposed connection to the Oakley Town Center Shopping Center to the west, as well as potential provision of an additional Emergency Vehicle Access (EVA) from Edgewood Drive to the east (see Figure 3). The potential EVA would be approximately 26-feet wide, which would allow for emergency vehicle access within the minimum 20-foot street width requirement. It should be noted that the EVA would be for emergency vehicles only and blocked from public access.

A total of 199 parking spaces would be provided in order to accommodate the retail space, residences, and visitors. Retail and visitor parking would be available on the northernmost portion of the project site while resident parking would be primarily available along each side of the proposed building and on the southern portion of the site. Construction of the entry point from the Oakley Town Center and the connection to Edgewood Drive for EVA would require construction activity outside of, but adjacent to, the project site. Such access roadway improvements would be considered off-site. The project proposed project would also include two remote-sensing security gates to monitor vehicle access to resident parking on the eastern and western sides of the proposed building.

Landscaping

As part of the proposed project, three existing coast live oak trees in the center and southeastern portions of the project site would remain undisturbed. The proposed three-story, affordable housing building would be situated to provide residents with a central courtyard while also protecting the existing oak trees on-site. As shown in Figure 4, pathways would circulate throughout the proposed courtyard with various trees and bushes to be planted as part of the proposed landscaping. Landscaping would be required on 25 percent of the open area portions of the site. In addition, tables, chairs, and other patio furniture would be provided within the courtyards for residents.

Figure 3
Project Site Plan

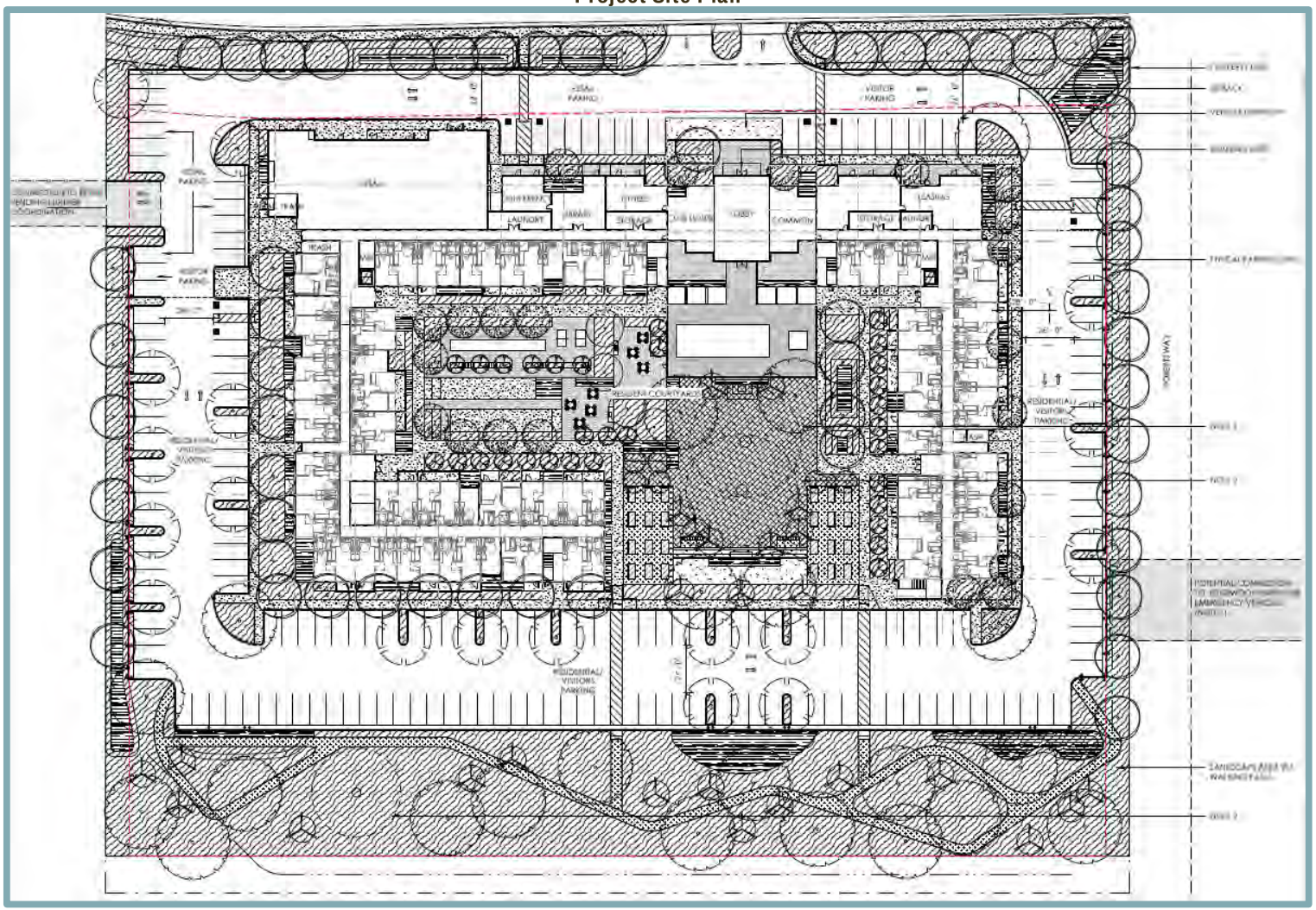
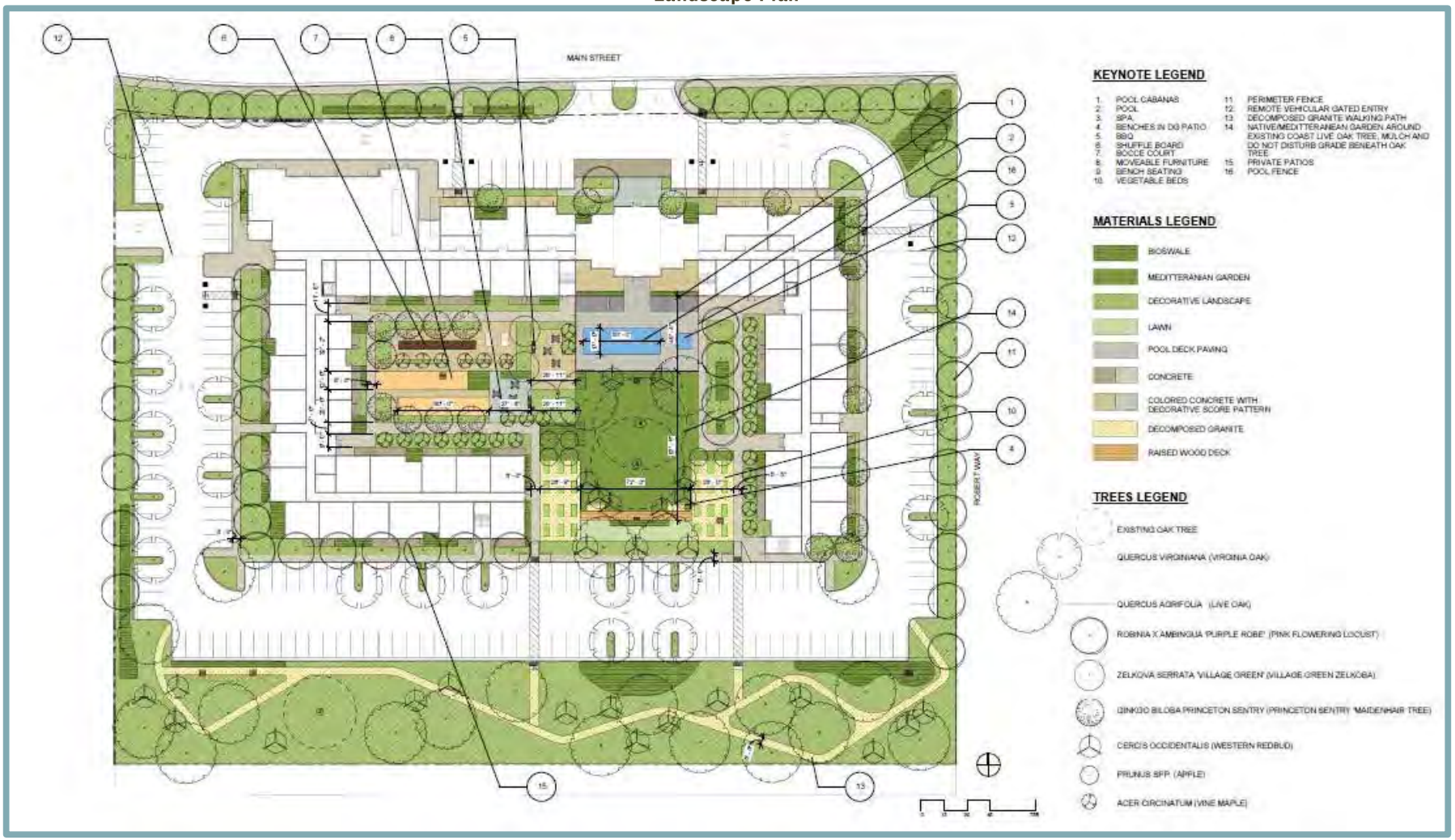


Figure 4
Landscape Plan



Utilities

Potable water service for the project would be provided by the Diablo Water District (DWD). The project would include construction of new water lines that would run throughout the project site and would service all units (see Figure 5). New water lines would connect to an existing water line within Main Street.

Sanitary sewer service is provided to the City by the Ironhouse Sanitary District (ISD). The proposed project would include installation of four- and six-inch sanitary sewer pipelines throughout the project site. The project would include connection of the new sanitary sewer lines to existing an sewer line, located within Edgewood Drive.

Stormwater generated by impervious areas within the project site would be collected by a series of new drain inlets. Stormwater would then be directed to the proposed bioretention basins located in the proposed courtyard, site boundaries, and other various locations throughout the site. Stormwater would be conveyed to the bioretention basins by way of drainage pipes sized at approximately 12-inches. Stormwater would then be discharged into the City's storm drain system by connection to existing infrastructure within Main Street and Edgewood Drive. Each basin would be designed to properly treat stormwater on the project site prior to discharge to the City system.

Design Review and Conditional Use Permit

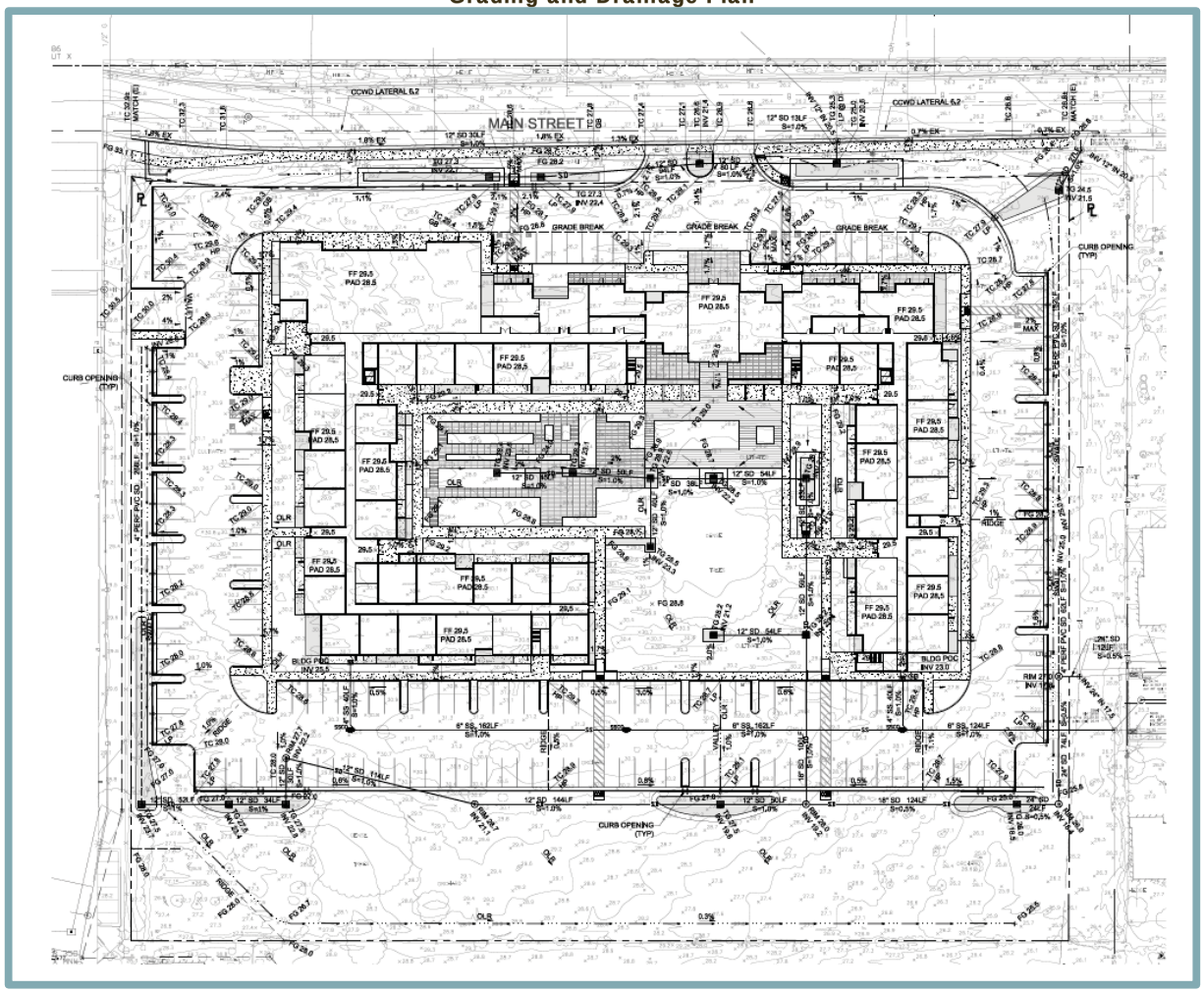
Per Section 9.1.1604 of the City's Municipal Code, the proposed project would be subject to Design Review by the City. The proposed project would be reviewed based on the standards set forth in Section 9.1.1604. Specifically, the site plan would be analyzed based on elements of design, development location, arrangement of all structures, and design in harmony with surrounding facilities. The purpose of the regulations is to allow design review of all developments, signs, buildings, structures, and other facilities in order to further enhance the City's appearance, and the livability and usefulness of properties. In addition, the proposed project would be required to obtain a CUP in order to allow development of the project site with residential uses in a C land use designation. The CUP would be processed pursuant to Section 9.1.1602 of the City's Municipal Code.

Discretionary Actions

The proposed project would require the following approvals from the City of Oakley:

- Adoption of the Initial Study/Mitigated Negative Declaration;
- Adoption of the Mitigation Monitoring and Reporting Program;
- Approval of a Conditional Use Permit (CUP 02-19);
- Design Review (DR 07-19); and
- Density Bonus Agreement (DBA 01-19).

Figure 5
Grading and Drainage Plan



G. ENVIRONMENTAL CHECKLIST

The following checklist contains the environmental checklist form presented in Appendix G of the CEQA Guidelines. The checklist form is used to describe the impacts of the proposed project. A discussion follows each environmental issue identified in the checklist. For this checklist, the following designations are used:

Potentially Significant Impact: An impact that could be significant, and for which no mitigation has been identified. If any potentially significant impacts are identified, an EIR must be prepared.

Less Than Significant with Mitigation Incorporated: An impact that requires mitigation to reduce the impact to a less-than-significant level.

Less-Than-Significant Impact: Any impact that would not be considered significant under CEQA relative to existing standards.

No Impact: The project would not have any impact.

I. AESTHETICS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	✖	☐
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	✖	☐
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	✖	☐
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	✖	☐

Discussion

a. Examples of typical scenic vistas include mountain ranges, ridgelines, or bodies of water as viewed from a highway, public space, or other area designated for the express purpose of viewing and sightseeing. In general, a project's impact to a scenic vista would occur if development of the project would substantially change or remove a scenic vista. A scenic vista includes any such areas designated by a federal, state, or local agency. Scenic vistas in the City of Oakley, as defined by the City's General Plan, include natural landscape features such as the Delta, Dutch Slough, Marsh Creek, the Contra Costa Canal, agricultural and other open space lands, as well as views of Mount Diablo.[1] Views of the Delta, Dutch Slough, Marsh Creek, and the Contra Costa Canal are not affected from the project site. Furthermore, the project site is located in an urbanized area, and, thus, any potential views of Mount Diablo are blocked by surrounding development. Mount Diablo is visible from portions of the project site along Main Street, and from drivers on Main Street (see Figure 6). Development of the site with a three-story affordable housing building could potentially obstruct views of Mount Diablo from the existing residences to the east and north and from motorists on Main Street.

The project site is currently designated by the City of Oakley General Plan as Commercial (CO). While buildout of the site was not anticipated for residential uses, the proposed project would result in similar visual features as that of a commercial use. Such commercial buildings could have been multiple stories and would have similarly impacted views of Mount Diablo from Main Street. The project is within the realm of what has been anticipated for the site and has been analyzed in the General Plan EIR. Furthermore, the height of the building would be a maximum of 36-feet. Therefore, the proposed project would not have a substantial adverse effect on a scenic vista and a ***less-than-significant*** impact would occur.

[1] City of Oakley. *Oakley 2020 General Plan* [pg. 6-26]. December 16, 2002.

Figure 6
Views of the Project Site from Main Street



b. According to the California Scenic Highway Mapping System, a portion of SR 4, from the intersection of SR 4 with SR 160, west toward the Contra Costa County line is eligible for State Scenic Highway designation. The project site is located approximately 1.3 miles northeast of SR 4 and approximately 1.45 miles east of SR 160. Development of the proposed project would not affect views of any scenic resources and views of the project site from either highway are not currently available due to the distance and surrounding urban development. Because the project site is not visible from either highway, the project would not have an adverse effect on the foregoing scenic resources and scenic highways.

Therefore, development of the proposed project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway. Thus, a ***less-than-significant*** impact would occur.

c. The visual character of the site would be changed from the existing character; however, the affordable housing development would be consistent with urban development in the surrounding area. Currently, the project is zoned C and would require Design Review. Design Review would ensure the aesthetic and architectural appeal of the development would be compatible with surrounding development. The project would use existing architectural expressions from the surrounding development and the main elements such as archways, horizontal elements, pitches and materials. The proposed project would include these design features to blend with the environment and add value to the community. Therefore, the proposed project would be compatible with the surrounding area and the visual quality would not be substantially degraded. Thus, a ***less-than-significant*** impact would occur.

d. The project site does not contain any structures and, thus, does not currently emit any sources of light or glare. Development of a senior affordable housing community would add new sources of light and glare to the site, where none currently exists. As previously discussed, the project site is surrounded by existing development including similar land uses. Light and glare associated with the proposed project would be expected to be similar to that of the surrounding area. In addition, the City's Residential Design Guidelines include standards related to the provision of lighting within projects and the City's Municipal Code includes requirements related to the review of proposed lighting during the City's Design Review process. Compliance with the City's standards and approval of Design Review would ensure that the proposed project would not result in light trespass onto adjacent properties or result in the addition of a substantial source of light or glare. Therefore, any creation of new sources of light and glare by the future project would be considered a ***less-than-significant*** impact.

II. AGRICULTURE AND FOREST RESOURCES. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	✖	☐
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	✖
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	✖
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	✖
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	✖	☐

Discussion

a,e. Per the Farmland Mapping and Monitoring Program, the project site is designated as "Urban and Built-Up Land"[2]. The site does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Furthermore, the project site is not currently zoned or designated for agricultural purposes. Therefore, the proposed project would not result in the loss of farmland, Unique Farmland, or Farmland of Statewide Importance, or involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use. Thus, the proposed project would result in a ***less-than-significant*** impact.

b. The project site is currently designated CO per the City's General Plan and is currently zoned C; thus, the site is not zoned for agricultural use. Additionally, the site is not under a Williamson Act contract. Thus, the proposed project would not conflict with existing zoning for agricultural use or conflict with a Williamson Act contract, and ***no impact*** would occur.

c,d. The project area is not considered forest land (as defined in Public Resources Code section 12220[g]), timberland (as defined by Public Resources Code section 4526), and is not zoned Timberland Production (as defined by Government Code section 51104[g]). Therefore, the proposed project would have ***no impact*** with regard to conversion of forest land or any potential conflict with forest land, timberland, or Timberland Production zoning.

[2] California Department of Conservation. *Contra Costa County Important Farmland Map.* 2016.

III. AIR QUALITY. *Would the project:*	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	✖	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	✖	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	✖	☐	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	✖	☐

Discussion

The following section is largely based on a Technical Memorandum prepared by LSA for the proposed project.[3]

a,b. The City of Oakley is located in the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). The SFBAAB area is currently designated as a nonattainment area for State and federal ozone, State and federal fine particulate matter 2.5 microns in diameter ($PM_{2.5}$), and State respirable particulate matter 10 microns in diameter (PM_{10}) ambient air quality standards (AAQS). The SFBAAB is designated attainment or unclassified for all other AAQS. It should be noted that on January 9, 2013, the U.S. Environmental Protection Agency (USEPA) issued a final rule to determine that the Bay Area has attained the 24-hour $PM_{2.5}$ federal AAQS. Nonetheless, the Bay Area must continue to be designated as nonattainment for the federal $PM_{2.5}$ AAQS until such time as the BAAQMD submits a redesignation request and a maintenance plan to the USEPA, and the USEPA approves the proposed redesignation.

In compliance with regulations, due to the nonattainment designations of the area, the BAAQMD periodically prepares and updates air quality plans that provide emission reduction strategies to achieve attainment of the AAQS, including control strategies to reduce air pollutant emissions through regulations, incentive programs, public education, and partnerships with other agencies. The current air quality plans are prepared in cooperation with the Metropolitan Transportation Commission and the Association of Bay Area Governments (ABAG).

The most recent federal ozone plan is the 2001 Ozone Attainment Plan, which was adopted on October 24, 2001 and approved by the California Air Resources Board (CARB) on November 1, 2001. The plan was submitted to the USEPA on November 30, 2001 for review and approval. The most recent State ozone plan is the 2017 Clean Air Plan (CAP), adopted on April 19, 2017. The 2017 CAP was developed as a multi-pollutant plan that provides an integrated control strategy to reduce ozone, PM, toxic air contaminants (TACs), and greenhouse gases (GHGs). Although a plan for achieving the State PM_{10} standard is not required, the BAAQMD has prioritized measures to reduce PM in

[3] LSA. *Technical Memorandum: Air Quality and Greenhouse Gas Analysis – Twin Oaks Senior Residence Project*. August 14, 2019.

developing the control strategy for the 2017 CAP. The control strategy serves as the backbone of the BAAQMD's current PM control program.

The aforementioned air quality plans contain mobile source controls, stationary source controls, and transportation control measures to be implemented in the region to attain the State and federal AAQS within the SFBAAB. Adopted BAAQMD rules and regulations, as well as the thresholds of significance, have been developed with the intent to ensure continued attainment of AAQS, or to work towards attainment of AAQS for which the area is currently designated nonattainment, consistent with applicable air quality plans. The BAAQMD's established significance thresholds associated with development projects for emissions of the ozone precursors reactive organic gases (ROG) and oxides of nitrogen (NO_x), as well as for PM_{10} and $PM_{2.5}$, expressed in pounds per day (lbs/day) and tons per year (tons/yr), are listed in Table 1. By exceeding the BAAQMD's mass emission thresholds for ROG, NO_X, PM_{10}, or $PM_{2.5}$, a project would be considered to conflict with or obstruct implementation of the BAAQMD's air quality planning efforts.

Table 1
BAAQMD Thresholds of Significance

Pollutant	Construction	Operational	
	Average Daily Emissions (lbs/day)	Average Daily Emissions (lbs/day)	Maximum Annual Emissions (tons/year)
ROG	54	54	10
NO_x	54	54	10
PM_{10} (exhaust)	82	82	15
$PM_{2.5}$ (exhaust)	54	54	10

Source: BAAQMD, CEQA Guidelines, May 2017.

It should be noted that BAAQMD does not maintain quantitative thresholds for fugitive emissions of PM_{10} or $PM_{2.5}$, rather, BAAQMD requires all projects within the district's jurisdiction to implement Basic Construction Mitigation Measures (BCMMs) related to dust suppression.

The proposed project's construction and operational emissions were quantified using the California Emissions Estimator Model (CalEEMod) software version 2016.3.2 – a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify air quality emissions, including GHG emissions, from land use projects. The model applies inherent default values for various land uses, including construction data, trip generation rates, vehicle mix, trip length, average speed, compliance with the California Building Standards Code (CBSC), etc. Where project-specific information is available, such information should be applied in the model. Accordingly, the proposed project's modeling assumes the following project and/or site-specific information:

- Construction would begin in June 2020;
- Construction would occur over approximately one year and three months;
- If hearths were included in the proposed residences, all hearths would be natural gas fired only; and
- The vehicle trip rate was adjusted based on project-specific information provided by TJKM traffic consultants.

The proposed project's estimated emissions associated with construction and operations are presented and discussed in further detail below. A discussion of the proposed project's contribution to cumulative air quality conditions is provided below as well. All CalEEMod results are included in the Technical Memorandum prepared for the proposed project by LSA, which is provided as Appendix A to this IS/MND.

Construction Emissions

According to LSA, the proposed project would result in maximum unmitigated construction criteria air pollutant emissions as shown in Table 2. As shown in the table, the proposed project's construction emissions would be below the applicable thresholds of significance for ROG and NO_X, as well as below the thresholds of significance for PM_{10}, and $PM_{2.5}$ from equipment exhaust.

Table 2
Maximum Unmitigated Construction Emissions (lbs/day)

Pollutant	Proposed Project Emissions	Threshold of Significance	Exceeds Threshold?
ROG	5.6	54	**NO**
NO_X	19.0	54	**NO**
PM_{10} (exhaust)	0.9	82	**NO**
PM_{10} (fugitive)	1.2	Implementation of BCMMs	**N/A**
$PM_{2.5}$ (exhaust)	0.9	54	**NO**
$PM_{2.5}$ (fugitive)	0.4	Implementation of BCMMs	**N/A**

Source: LSA, August 2019 (see Appendix A).

All projects under the jurisdiction of the BAAQMD are required to implement all of the BAAQMD's BCMMs, which include the following:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
8. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take

corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Project emissions would be below the thresholds of significance for ROG and NO_X, as well as for exhaust PM_{10} and $PM_{2.5}$. In addition, project construction would be required to incorporate BAAQMD's BCMMs, which would ensure that emissions of fugitive PM_{10} and $PM_{2.5}$ comply with BAAQMD's standards. the project could result in significant emissions of fugitive dust. Consequently, the proposed project would not conflict with air quality plans during project construction.

Operational Emissions

According to the CalEEMod results, the proposed project would result in maximum unmitigated operational criteria air pollutant emissions as shown in Table 3. As shown in the table, the proposed project's operational emissions would be below the applicable thresholds of significance.

Table 3
Unmitigated Maximum Operational Emissions

Pollutant	Proposed Project Emissions		Threshold of Significance		Exceeds Threshold ?
	lbs/day	tons/yr	lbs/day	tons/yr	
ROG	4.9	0.8	54	10	**NO**
NO_X	5.5	0.9	54	10	**NO**
PM_{10}	2.8	0.5	82	15	**NO**
$PM_{2.5}$	0.9	0.1	54	10	**NO**

Source: LSA, August 2019 (see Appendix A).

Because the proposed project's operational emissions would be below the applicable thresholds of significance, the proposed project would not be considered to conflict with air quality plans during project operations.

Cumulative Emissions

Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By nature, air pollution is largely a cumulative impact. A single project is not sufficient in size to, by itself, result in nonattainment of AAQS. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant. In developing thresholds of significance for air pollutants, BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. The thresholds of significance presented in Table 1 represent the levels at which a project's individual emissions of criteria air pollutants or precursors would result in a cumulatively considerable contribution to the SFBAAB's existing air quality conditions. If a project exceeds the significance thresholds presented in Table 1, the proposed project's emissions would be cumulatively considerable, resulting in significant adverse cumulative air quality impacts to the region's existing air quality conditions. Because the proposed project would not result in emissions above the applicable thresholds of significance for ROG, NO_X, PM_{10}, or $PM_{2.5,}$ the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State AAQS.

Conclusion

As stated previously, the applicable regional air quality plans include the 2001 Ozone Attainment Plan and the 2017 CAP. Because the proposed project would not result in construction-related or operational emissions of criteria air pollutants in excess of BAAQMD's thresholds of significance, conflicts with or obstruction of the implementation of the applicable regional air quality plans would not occur. In addition, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State AAQS. Thus, a ***less-than-significant*** impact would result.

c. Some land uses are considered more sensitive to air pollution than others, due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Sensitive receptors are typically defined as facilities where sensitive receptor population groups (i.e., children, the elderly, the acutely ill, and the chronically ill) are likely to be located. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, playgrounds, childcare centers, retirement homes, convalescent homes, hospitals, and medical clinics. The nearest existing sensitive receptor would be the single-family residences located to the east of the project site, as well as the multi-family residences located to the southwest of the project site.

The major pollutant concentrations of concern are localized carbon monoxide (CO) emissions and toxic air contaminant (TAC) emissions, which are addressed in further detail below.

Localized CO Emissions

Localized concentrations of CO are related to the levels of traffic and congestion along streets and at intersections. High levels of localized CO concentrations are only expected where background levels are high, and traffic volumes and congestion levels are high. Emissions of CO are of potential concern, as the pollutant is a toxic gas that results from the incomplete combustion of carbon-containing fuels such as gasoline or wood.

In order to provide a conservative indication of whether a project would result in localized CO emissions that would exceed the applicable threshold of significance, BAAQMD has established screening criteria for localized CO emissions. According to BAAQMD, a proposed project would result in a less-than-significant impact related to localized CO emission concentrations if all of the following conditions are true for the project:

- The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans;
- The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour; and
- The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, underpass, etc.).

As discussed in Section XVII, Transportation, of this IS/MND, the addition of project traffic to local roadways would not conflict with any established operational standards for study intersections in the project vicinity. The Contra Costa Transportation Authority (CCTA) prepares traffic forecasts for the applicable congestion management plan (CMP), regional transportation plan, and local congestion management agency plans, based on existing land use and zoning designations within local jurisdictions. The proposed project is an allowable use under existing land use and zoning designations, with approval of a CUP by the City. Affordable senior housing units would likely result in the generation of fewer vehicle trips as opposed to development of the entire site for commercial purposes. Thus, increased traffic from the project site has been anticipated in the CMP, and the increase in traffic generated by the proposed project would likely be less than what has been anticipated for the area. Consequently, the proposed project would be consistent with the applicable CMP, regional transportation plan, and local congestion management agency plans. Furthermore, per the Traffic Impact Assessment prepared for the project by TJKM, all of the study intersections currently experience volumes well below 44,000 vehicles per hour. Furthermore, intersections where air mixing is inhibited do not exist in proximity to the project site. As such, based on the BAAQMD screening criteria, the proposed project would result in a less-than-significant impact related to localized CO emissions concentrations and would not expose sensitive receptors to substantial concentrations of localized CO.

TAC Emissions

Another category of environmental concern is TACs. The CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommended setback distances for sensitive land uses from major sources of TACs, including, but not limited to, freeways and high traffic roads, distribution centers, and rail yards. The CARB has identified diesel particulate matter (DPM) from diesel-fueled engines as a TAC; thus, high volume freeways, stationary diesel engines, and facilities attracting heavy and constant diesel vehicle traffic are identified as having the highest associated health risks from DPM. Health risks associated with TACs are a function of both the concentration of emissions and the duration of exposure, where the higher the concentration and/or the longer the period of time that a sensitive receptor is exposed to pollutant concentrations would correlate to a higher health risk. As noted above, the nearest sensitive receptors to the project site are the residential developments to the north and east of the project site.

The proposed project does not include any operations that would be considered a substantial source of TACs. Accordingly, operations of the proposed project would not expose sensitive receptors to excess concentrations of TACs.

Short-term, construction-related activities could result in the generation of TACs, specifically DPM, from on-road haul trucks and off-road equipment exhaust emissions. Due to the close proximity of the project site to existing sensitive receptors, LSA prepared a health risk analysis to assess the potential impacts resulting from construction-related emissions on nearby receptors.

According to BAAQMD, a project would result in a significant impact if the project would involve operation of a new stationary source that would individually expose sensitive receptors to TACs resulting in an increased cancer risk greater than 10 in one million, increased non-cancer risk of greater than 1.0 on the hazard index (chronic or acute), or an annual average ambient $PM_{2.5}$ increase greater than 0.3 micrograms per cubic meter ($\mu g/m^3$). Although BAAQMD has established the foregoing thresholds for use in assessing

impacts from new stationary sources, BAAQMD has not established specific thresholds related to the analysis of construction-related TAC emissions. In the absence of specific thresholds from BAAQMD for analysis of construction-related TACs, BAAQMD's thresholds for stationary sources were applied to project-related construction emissions.

In order to estimate short-term construction-related impacts, LSA used the American Meteorological Society/Environmental Protection Agency (AMS/EPA) Regulatory Model (AERMOD) dispersion model to translate the CalEEMod estimated emission rate from on-site construction activity to the resulting pollutant concentrations at nearby residential developments. Further details regarding LSA's dispersion modeling are provided in Appendix A of this IS/MND. However, it should be noted that the CalEEMod emissions estimates were modeled under the conservative assumption that the fleet of construction equipment used in project construction would incorporate engines equivalent to the EPA Tier 0 level. Per State regulations, construction fleets within California have begun to integrate equipment with engine tiers greater than Tier 0. Construction equipment meeting engine Tiers between 1 and 4 operate with fewer emissions, and have a reduced potential to result in health risks. Thus, by assuming all construction equipment only meets a Tier 0 standard, the health risk assessment prepared for the proposed project represents a conservative, worst-case approach to analysis, and actual health risks may be lower than what is analyzed in this IS/MND. Table 4 below presents the maximum unmitigated cancer risk, hazard index, and concentration of $PM_{2.5}$ at the maximally exposed individual (MEI).

Table 4
Maximum Unmitigated Cancer Risk, Hazard Index, and $PM_{2.5}$ Concentration Associated with Construction DPM

	Cancer Risk (per million persons)	Acute Hazard Index	Chronic Hazard Index	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
At MEI	105.0	0.073	0.000	0.34
Thresholds of Significance	10	1.0	1.0	0.30
Exceed Thresholds?	**YES**	**NO**	**NO**	**YES**

Source: LSA, August 2019 (see Appendix A).

As shown in Table 4, the risk associated with project construction at the MEI would be 105 in one million, which would exceed the BAAQMD cancer risk of 10 in one million being applied to the project. The total chronic hazard index would be 0.073, which would not exceed the applicable threshold of 1.0. In addition, the total acute hazard index would be 0.000, which would also not exceed the applicable threshold of 1.0. The results of the analysis indicate that the total $PM_{2.5}$ concentration would be 0.34 $\mu g/m^3$, which would exceed the BAAQMD's applicable significance threshold of 0.30 $\mu g/m^3$.

As indicated above, the cancer risk of 105 in one million and $PM_{2.5}$ concentration of 0.34 $\mu g/m^3$ would exceed the BAAQMD's applicable thresholds. Consequently, implementation of the proposed project could result in the exposure of sensitive receptors to substantial concentrations of TACs during project construction.

Conclusion

Based on the above discussion, the proposed project would not expose any sensitive receptors to substantial concentrations of localized CO. However, the potential exists that

project construction could expose sensitive receptors to substantial concentrations of TACs, which would be considered a ***potentially significant*** impact.

Mitigation Measure(s)

Implementation of Mitigation Measure III-2 below would result in health risks as shown in Table 5. As demonstrated in Table 5, following implementation of Mitigation Measure III-1, health risks and $PM_{2.5}$ concentrations at the MEI would be reduced below the BAAQMD's applicable thresholds, and, consequently, construction of the proposed project would not result in exposure of sensitive receptors to a substantial concentration of TACs. Therefore, implementation of the following mitigation measure would reduce the above impact to a *less-than-significant* level.

III-1. *Prior to issuance of a grading permit, the project applicant shall show on the grading plans via notation that the contractor shall ensure that all off-road heavy-duty diesel-powered equipment larger than 50 horsepower (e.g., rubber tired dozers, excavators, graders, scrapers, pavers, paving equipment, and cranes) to be used for each phase of construction of the project (i.e., owned, leased, and subcontractor vehicles) shall meet USEPA emissions standards for Tier 4 engines or equivalent. The grading plans shall be submitted for review and approval by the Public Works and Engineering Department.*

Table 5
Maximum Mitigated Cancer Risk, Hazard Index, and $PM_{2.5}$ Concentration Associated with Construction DPM

	Cancer Risk (per million persons)	Acute Hazard Index	Chronic Hazard Index	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
At Maximally Exposed Receptor	5.0	0.003	0.000	0.02
Thresholds of Significance	10	1.0	1.0	0.30
Exceed Thresholds?	**NO**	**NO**	**NO**	**NO**

Source: LSA, August 2019 (see Appendix A).

d. Emissions of concern include those leading to odors, emission of dust, or emissions considered to constitute air pollutants. Air pollutants have been discussed in sections "a" through "c" above. Therefore, the following discussion focuses on emissions of odors and dust.

Per the BAAQMD CEQA Guidelines, odors are generally regarded as an annoyance rather than a health hazard.[4] Manifestations of a person's reaction to odors can range from psychological (e.g., irritation, anger, or anxiety) to physiological (e.g., circulatory and respiratory effects, nausea, vomiting, and headache). The presence of an odor impact is dependent on a number of variables including: the nature of the odor source; the frequency of odor generation; the intensity of odor; the distance of odor source to sensitive receptors; wind direction; and sensitivity of the receptor. Due to the subjective nature of

[4] Bay Area Air Quality Management District. *California Environmental Quality Act Air Quality Guidelines*. May 2017.

odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, quantitative analysis to determine the presence of a significant odor impact is difficult. Typical odor-generating land uses include, but are not limited to, wastewater treatment plants, landfills, and composting facilities. The proposed project would not introduce any such land uses and is not located in the vicinity of any such existing or planned land uses.

Construction activities often include diesel-fueled equipment and heavy-duty trucks, which could create odors associated with diesel fumes that may be considered objectionable. However, construction activities would be temporary, and hours of operation for construction equipment would be restricted to the hours of 7:30 AM and 5:30 PM on Monday through Friday per Section 4.2.208 of the City of Oakley Municipal Code. Project construction would also be required to comply with all applicable BAAQMD rules and regulations, particularly associated with permitting of air pollutant sources, as well as Mitigation Measure III-1 set forth within this IS/MND. The aforementioned regulations and mitigation measure would help to minimize emissions, including emissions leading to odors. Accordingly, substantial objectionable odors would not be expected to occur during construction activities.

It should be noted that BAAQMD regulates objectionable odors through Regulation 7, Odorous Substances, which does not become applicable until the Air Pollution Control Officer (APCO) receives odor complaints from ten or more complainants within a 90-day period. Once effective, Regulation 7 places general limitation on odorous substances and specific emission limitations on certain odorous compounds, which remain effective until such time that citizen complaints have been received by the APCO for one year. The limits of Regulation 7 become applicable again when the APCO receives odor complaints from five or more complainants within a 90-day period. Thus, although not anticipated, if odor complaints are made after the proposed project is developed, the BAAQMD would ensure that such odors are addressed and any potential odor effects are minimized or eliminated.

With respect to dust, as noted previously, the proposed project would be required to implement BAAQMD's BCMMs during project construction. The BCMMs would act to reduce construction-related dust by requiring that haul trucks with loose material are covered, reducing vehicle dirt track-out, and limiting vehicle speeds within the project site, among other methods, which would ensure that construction of the proposed project does not result in substantial emissions of dust. Following project construction, vehicles operating within the project site would be limited to paved areas of the site, and non-paved areas would be landscaped. Thus, project operations would not include sources of dust that could adversely affect a substantial number of people.

For the aforementioned reasons, construction and operation of the proposed project would not result in emissions (such as those leading to odors) adversely affecting a substantial number of people, and a ***less-than-significant*** impact would result.

IV. BIOLOGICAL RESOURCES. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	✖	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☐	✖	☐
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	✖	☐
d. Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	☐	☐	✖	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	✖	☐	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	✖	☐

Discussion

The following discussion is based primarily on the Biological Resources Analysis Report (BRA) [5] and a Planning Survey Report (PSR)[6], prepared by Olberding Environmental, Inc., as well as an *Arborist Report and Tree Protection Report* prepared by Tree Management Experts[7] for the proposed project. The BRA, PSR, and Arborist Report are included within Appendix B to this IS/MND.

a. The BRA included a site assessment and a review of results from the California Natural Diversity Database (CNDDB) and the California Native Plant Society's Inventory of Rare and Endangered Plants to determine special-status species potentially occurring within the site. The U.S. Fish and Wildlife Services Information for Planning and Consultation (IPaC) was also reviewed to help determine potential sensitive habitats in the project site and surrounding area. In addition, Olberding Environmental, Inc. conducted a reconnaissance-level survey of the project site on March 29, 2019.

Special-status species include plant and wildlife species that are listed as endangered or threatened, or are candidates for this listing under the Federal and State Endangered

5 Olberding Environmental, Inc. *Biological Resources Analysis Report for the Proposed Project.* April 2019.
6 Olberding Environmental, Inc. *Application Form and Planning Survey Report.* May 10, 2019.
7 Tree Management Experts. *Arborist Report and Tree Protection Report*. May 14, 2019.

Species Act. Both acts afford protection to listed and proposed species. In addition, California Department of Fish and Wildlife (CDFW) Species of Special Concern, which are species that face extirpation in California if current population and habitat trends continue, U.S. Fish and Wildlife Service (USFWS) Birds of Conservation Concern, sensitive species included in USFWS Recovery Plans, and CDFW special-status invertebrates are all considered special-status species. Although CDFW Species of Special Concern generally do not have special legal status, they are given special consideration under CEQA. In addition to regulations for special-status species, most birds in the U.S., including non-status species, are protected by the Migratory Bird Treaty Act (MBTA) of 1918. Under the MBTA, destroying active nests, eggs, and young is illegal. In addition, plant species on California Native Plant Society (CNPS) Lists 1 and 2 are considered special-status plant species and are protected under CEQA.

The project site is located within the boundaries of the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECCCHCP/NCCP), which is intended to provide an effective framework to protect natural resources in the County, including special-status species. Per the PSR prepared for the proposed project, the site is located within development fee zone three of the ECCCHCP/NCCP. In addition, the PSR also indicated that approximately 4.21 acres of the site are categorized by the Orchard land cover type, and approximately 1.85 acres of the site are characterized Vineyard. It should be noted that the portion of the project site identified as Orchard land has been predominantly cleared, and is now dominated by ruderal lands with only few orchard trees scattered throughout the site. Based on the land cover types found on-site, Olberding Environmental, Inc. conducted planning-level surveys on the project site for western burrowing owl and Swainson's hawk.

The potential for species covered by the ECCCHCP/NCCP and other special-status species to occur on the project site is discussed in further detail below.

Special-Status Plants

Special-status plants generally occur in relatively undisturbed areas within vegetation communities such as vernal pools, marshes and swamps, chenopod scrub, seasonal wetlands, riparian scrub, chaparral, alkali playa, dunes, and areas with unusual soil characteristics. Per the BRA, special-status plant species have been identified in the project vicinity. A query of the CNDDB showed the following seven special-status plant species have a high number of occurrences within five miles of the site: Contra Costa wallflower; San Joaquin spearscale; delta tule pea; Mason's lilaeopsis; delta mudwort; Antioch dunes evening primrose; and Suisun marsh aster. The majority of the foregoing species require tidal marsh, alkaline grassland and/or vernal pool, or island sand dune habitat, none of which are found within the site. Therefore, the seven special-status plant species identified within the project vicinity are not likely to occur at the project site based on the absence of suitable habitat. Furthermore, special-status plant species were not identified during the field survey of the project site.

Special-Status Wildlife

According to the BRA, a total of 11 potential special-status wildlife species have the potential to occur in the project region. Five of the 11 species were dismissed from further consideration based on a lack of suitable habitat on or near the site (i.e., chaparral, salt marshes, rock outcroppings, etc.). The remaining species are discussed below.

Special-Status Amphibians

Both the California red-legged frog (*Rana draytonii*) (CRLF) and the California tiger salamander (*Ambystoma californiense*) (CTS) have identified occurrences within the CNDDB within five miles of the project site. Both species require aquatic habitat, with CRLF requiring aquatic habitats for breeding and non-breeding (foraging or dispersal) habitat, and the CTS requiring aquatic habitat for breeding, and upland habitat for dispersal. The project site does not contain any aquatic habitats, the nearest aquatic habitat is located in an undeveloped property directly to the south of the project site.

CRLF could potentially disperse to the project site from the existing aquatic feature to the south of the site; however, the aquatic feature to the south of the project site is isolated from other aquatic habitats, and is surrounded by development, which precludes CRLF dispersal from other areas to the nearby aquatic feature of the project site. Considering the isolation of the nearby habitat, and the lack of suitable on-site habitat, CRLF are presumed to be absent from the site and implementation of the proposed project is not anticipated to impact CRLF.

While the aquatic feature to the south of the project site could potentially provide habitat to the CTS, the species requires small mammal burrows or other underground habitats (i.e. soil cracks) in upland habitats. The project site does not contain any of the features required by the species for upland habitats. Furthermore, the aquatic habitat to the south of the project site is isolated from other aquatic habitats, and is surrounded by development, which precludes CTS dispersal from other areas to the nearby aquatic feature or the project site. Considering the lack of suitable upland habitat features within the project site, CTS are presumed to be absent from the site and implementation of the proposed project is not anticipated to impact CTS.

Special-Status Reptiles

The Alameda whipsnake (*Masticophis lateralis euryzanthus*) has been identified in the project vicinity in the CNDDB. Ruderal grasslands and vineyards are not considered suitable habitat for the species. Furthermore, suitable habitat does not exist within 500 to 1,000 feet of the project site, which is the known dispersal range of the species. Therefore, Alameda whipsnakes would not have the potential to disperse to the site. Consequently, the species is presumed absent from the site, and implementation of the project would not result in impacts to Alameda whipsnakes.

Special-Status Birds

Three special-status birds as well as three state protected raptors were identified as having the potential to occur within the project site in a nesting or foraging capacity. The CDFW fully-protected white-tailed kite (*Elanus leucurus*), as well as the state protected red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), and Cooper's hawk (*Accipiter cooperii*) all have a high potential to occur within the project site in a nesting or foraging capacity. However, Olberding Environmental, Inc. did not identify any nests on-site during field surveys. Swainson's hawks (*Buteo swainsoni*) were identified by Olberding Environmental, Inc. as having a moderate potential to occur. Although Olberding Environmental, Inc. did not identify Swainson's hawks on-site, based on the land cover types identified in the PSR prepared for the project site, the use of the project site by the species is assumed. Olberding Environmental, Inc. concluded that the current on-site conditions do not provide suitable habitat for burrowing owls (*Athene cunicularia*).

However, based on the land cover types identified in the PSR prepared for the project site, the use of the project site by burrowing owls is assumed.

In addition to the foregoing species, the vineyard and ruderal grassland habitats on-site, as well as the existing on-site trees could provide suitable nesting and foraging habitat for migratory birds protected under the MBTA. For instance, Olberding Environmental, Inc. observed an American kestrel (*Falco sparverius*) foraging within the project site, although the site was determined to lack the cavities necessary for nesting of American kestrel.

Construction activities that adversely affect the nesting success of special-status birds, raptors, and/or migratory birds (i.e., lead to the abandonment of active nests) or result in mortality of individual birds constitute a violation of State and federal laws. Thus, in the event that special-status species or MBTA-protected bird species occur on-site during the breeding season, project construction activities could result in an adverse effect to special-status birds and/or birds protected under the MBTA.

Special-status Bats

Special-status bats with the potential to occur on-site include the hoary bat (*Lasiurus cinereus*) and the Western red bat (*Lasiurus blossevilli*). Both species generally roost in riparian areas with large trees. The project site does not include any riparian areas or riparian trees; however, the coast live oak trees within the site could be considered suitable habitat due to the dense foliar cover of the trees. Although not present within the project site, riparian habitat does exist in conjunction with the aquatic features on the property to the south of the project site. The riparian habitat to the south of the site would be considered suitable habitat, and the project site could provide foraging habitat for any bats roosting south of the project site. Consequently, the hoary bat and the western red bat have a moderate potential to roost or forage within the project site.

Implementation of the proposed project would involve disturbance in proximity to the existing coast live oak trees, and would involve conversion of potential foraging habitat on-site to urban uses. Consequently, the proposed project could result in an adverse effect to special-status bat species.

Conclusion

Based on the above, the proposed project would not result in any impacts to special-status plant species. Although the field survey did not identify any special-status wildlife species within the project site and the site is considered low-quality habitat, implementation of the proposed project could potentially result in adverse effects to the western burrowing owl, Swainson's hawk, white-tailed kite, other raptors, bird species protected by the MBTA, and/or special-status bats. Therefore, a ***potentially significant*** impact would occur.

Mitigation Measure(s)

Implementation of the following mitigation measures would reduce the above impact to a *less-than-significant* level.

IV-1. *Prior to the approval of a grading permit, the developer shall pay the applicable ECCCHCP/NCCP per-acre fee in effect for the applicable zone in compliance with Section 9.2.712 of the Oakley Municipal Code.*

Western Burrowing Owl

IV-2(a). *Prior to any ground disturbance related to activities covered under the ECCCHCP/NCCP, the project applicant shall retain a USFWS/CDFW-approved biologist to conduct a pre-construction survey for western burrowing owls within the disturbance footprint and within 500 feet from the perimeter of the footprint where possible. Surveys shall take place no more than 30 days prior to construction and shall be conducted near sunrise or sunset in accordance with CDFW guidelines. All burrows or burrowing owls shall be identified and mapped. During the breeding season (February 1 to August 31), surveys shall document whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1 to January 31), surveys shall document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results shall be valid only for the season (breeding or nonbreeding) during which the survey is conducted. Written results of the preconstruction survey shall be submitted to the City of Oakley Community Development Department. If western burrowing owls are not discovered, then further mitigation is not necessary.*

IV-2(b). *If burrowing owls are found during the breeding season (February 1 to August 31), the project proponent shall avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young. Avoidance shall include establishment of a non-disturbance buffer zone (described below). Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1 to January 31), the project proponent shall avoid the owls and the burrows they are using, if possible. Avoidance shall include the establishment of a buffer zone (described below).*

During the breeding season, buffer zones of at least 250 feet in which no construction activities can occur shall be established around each occupied burrow (nest site). Buffer zones of 160 feet shall be established around each burrow being used during the nonbreeding season. The buffers shall be delineated by highly visible, temporary construction fencing.

If occupied burrows for burrowing owls are not avoided, passive relocation shall be implemented. Owls shall be excluded from burrows in the immediate impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. Such doors shall be in place for 48 hours prior to excavation. The project area shall be monitored daily for one week to confirm that the owl has abandoned the burrow. Whenever possible, burrows should be excavated using hand tools and refilled to prevent reoccupation (California Department of Fish and Game 1995). Plastic tubing or a similar structure shall be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow.

Swainson's Hawk

IV-3(a). *Prior to any ground disturbance related to activities covered under the ECCCHCP/NCCP, which are conducted during the nesting season (March 15 to September 15), a qualified biologist shall conduct a preconstruction survey no more than one month prior to construction in order to establish whether occupied Swainson's hawk nests are located on or within 1,000 feet of the project site. A written summary of the survey results shall be submitted to the City of Oakley Community Development Department. If occupied nests are not found during the survey, further mitigation is not required.*

IV-3(b). *If potentially occupied nests within 1,000 feet are off the project site, then their occupancy will be determined by observation from public roads or by observations of Swainson's hawk activity (e.g., foraging) near the project site. If nests are occupied, minimization measures and construction monitoring are required (see below).*

During the nesting season (March 15 to September 15), covered activities within 1,000 feet of occupied nests or nests under construction shall be prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity (e.g., steep topography, dense vegetation, limited activities) indicate that a smaller buffer could be used, the project applicant shall coordinate with CDFW/USFWS to determine the appropriate buffer size. If young fledge prior to September 15, covered activities may proceed normally. If the active nest site is shielded from view and noise from the project site by other development, topography, or other features, the project applicant may apply to the City of Oakley Community Development Department for a waiver of this avoidance measure. Any waiver must also be approved by USFWS and CDFW. While the nest is occupied, activities outside the buffer may take place. All active nest trees shall be preserved on site, if feasible. Nest trees, including non-native trees, lost to covered activities shall be mitigated by the project proponent according to the requirements below.

The loss of non-riparian Swainson's hawk nest trees shall be mitigated by the project proponent by:

- *If feasible on-site, planting 15 saplings for every tree lost with the objective of having at least five mature trees established for every tree lost according to the requirements listed below.*

  AND either

  1) *Pay the City of Oakley an additional fee to purchase, plant, maintain, and monitor 15 saplings on the ECCCHCP/NCCP Preserve System for every tree lost according to the requirements listed below, OR*

  2) *The project proponent shall plant, maintain, and monitor 15 saplings for every tree lost at a site to be approved by the City of Oakley Community Development Department (e.g.,*

within an ECCCHCP/NCCP Preserve or existing open space linked to ECCCHCP/NCCP preserves), according to the requirements listed below.

The following requirements shall be met for all planting options:

- *Tree survival shall be monitored at least annually for five years, then every other year until year 12. All trees lost during the first five years shall be replaced. Success shall be reached at the end of 12 years if at least five trees per tree lost survive without supplemental irrigation or protection from herbivory. Trees must also survive for at least three years without irrigation.*
- *Irrigation and fencing to protect from deer and other herbivores may be needed for the first several years to ensure maximum tree survival.*
- *Native trees suitable for the project site shall be planted. When site conditions permit, a variety of native trees shall be planted for each tree lost to provide trees with different growth rates, maturation, and life span, and to provide a variety of tree canopy structures for Swainson's hawk. This variety will help to ensure that nest trees will be available in the short term (five to 10 years for cottonwoods and willows) and in the long term (e.g., Valley oak, sycamore). This will also minimize the temporal loss of nest trees.*
- *Riparian woodland restoration conducted as a result of covered activities (i.e., loss of riparian woodland) can be used to offset the nest tree planting requirement above, if the nest trees are riparian species.*
- *Whenever feasible and when site conditions permit, trees shall be planted in clumps together or with existing trees to provide larger areas of suitable nesting habitat and to create a natural buffer between nest trees and adjacent development (if plantings occur on the development site).*
- *Whenever feasible, plantings on the site shall occur closest to suitable foraging habitat outside the Urban Development Area.*
- *Trees planted in the ECCCHCP/NCCP preserves or other approved offsite location shall occur within the known range of Swainson's hawk in the inventory area and as close as possible to high-quality foraging habitat.*

White-Tailed Kite and Nesting and Migratory Birds

IV-4. *If project construction-related activities would take place during the nesting season (February through August), preconstruction surveys for nesting passerine birds and raptors (birds of prey) within the property and the large trees within the adjacent riparian area shall be conducted by a competent biologist 14 days prior to the commencement of tree removal or site grading activities. If any bird listed under the Migratory Bird Treaty Act is found to be nesting within the project site or within the area of influence, an adequate protective buffer zone shall be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 75 feet from the project activities for passerine birds and a minimum of 200 feet for*

raptors. The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), the project can proceed without further regard to the nest site(s).

Special-Status Bats

IV-5. *Prior to removal of any on-site trees within the project site a qualified wildlife biologist experienced in surveying for and identifying bat species shall survey the portion of the site with large trees and prepare a bat habitat assessment to determine suitability of bat roost habitats on the site. If any special–status bats reside in the trees proposed for removal, such bats should be removed without harm. Bat exclusion and eviction shall only occur between February 15 and April 15, and from August 15 through October 30, in order to avoid take of non–volant (non–flying or inactive, either young, or seasonally torpid) individuals, and may only be conducted under supervision of a qualified wildlife biologist. Should exclusion and eviction be conducted on-site bat houses sufficient to shelter the number of bats removed should be erected in open space areas that would not be disturbed by project development. The bat habitat assessment and any plans related to the exclusion or eviction of identified bats shall be submitted to the City's Community Development Department for review and approval.*

b,c. The project site is currently vacant and consists of ruderal vegetation and trees. Although grassland and riparian vegetation are known to occur south of the site, the project site does not contain any wetlands, riparian habitat, or vernal pools. Therefore, the project would not have a substantial adverse effect on riparian habitat or other sensitive natural communities identified in local or regional plans, policies, and regulations or by the CDFW or USFWS, and would not have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Thus, a ***less-than-significant*** impact would occur.

d. Wildlife movement corridors link together areas of suitable wildlife habitat that are otherwise separated by rugged terrain, changes in vegetation, or by areas of human disturbance or urban development. Topography and other natural factors in combination with urbanization can fragment or separate large open-space areas. The fragmentation of natural habitat can create isolated "islands" of vegetation and habitat that may not provide sufficient area to accommodate sustainable populations and can adversely impact genetic and species diversity.

The proposed project site is surrounded by urban development including existing residential development to the north, east, and south and commercial development to the west. An undeveloped parcel exists to the south of the project site; however, given the developed nature of the surrounding area, both the project site and the parcel to the south are isolated from other undeveloped areas, and neither the site or the parcel to the south would be considered a wildlife movement corridor. Consequently, the proposed project

would not interfere with the movement of any resident or migratory wildlife corridors, or impede the use of wildlife nursery sites, and a ***less-than-significant*** impact would occur.

e. The following discussion is based on an *Arborist Report and Tree Protection Report*, prepared for the proposed project by Tree Management Experts.[8] Currently the project site contains eight trees, five of which would be removed as part of the proposed project. On-site trees include coast live oak, peach, and white mulberry.

Section 9.1.1112 of the Municipal Code defines protected trees and establishes requirements governing the removal of such. Based on the City's Municipal Code standards, the Arborist Report prepared for the project determined that three existing on-site trees would be considered protected. All three of the protected trees would be retained on-site with implementation of the proposed project, while the remaining five trees would be removed.

Construction activity such as grading, site preparation, or utility trenching in proximity to the three protected trees identified for retention could have the potential to damage the protected trees. Damage of protected trees could conflict with the City's Tree Preservation Ordinance, which would be considered a ***potentially significant*** impact.

Mitigation Measure(s)

Implementation of the following mitigation measures would reduce the above impact to a *less-than-significant* level.

IV-6. Prior to the issuance of grading permits, the applicant shall develop a tree preservation plan for three protected trees in accordance with the recommendations presented in the Arborist Report and Tree Preservation Report prepared for the project. The tree preservation plan would be anticipated to include measure including, but not limited to, following practices:

1. *Install protective fencing at the edge of the dripline radius of the protected trees;*
2. *Place appropriate signage on the fencing indicating that the trees are protected and construction activity should not take place under the canopy of the protected trees. The fencing and signage should remain in place for the duration of the construction;*
3. *For tree #107, excavation, grading, and trenching should be done in a way to prevent damage to the roots of the trees. Roots greater than one inch in diameter that need to be cut for trenching or grading should be done in accordance with ANSI standards, under the direction of a qualified project arborist; and*
4. *Any pruning of the canopy of protected tree #107 to facilitate construction should be performed in accordance with ANSI standards, under the direction of a qualified project arborist.*

The tree preservation plan shall be submitted to the Community Development Department for review and approval.

[8] Tree Management Experts. *Arborist Report and Tree Protection Report.* May 14, 2019.

f. The project site is located within the boundaries of the ECCCHCP/NCCP, which establishes an effective framework to protect natural resources in eastern Contra Costa County, while improving and streamlining the environmental permitting process for impacts on endangered species and provides guidance for the mitigation of impacts to covered species. As noted previously, the site is within the range of potential habitat for several wildlife species covered under the ECCCHCP/NCCP. The PSR and field survey for the proposed project were conducted in adherence with requirements by the ECCCHCP/NCCP. Applicable Avoidance and Minimization Measures for western burrowing owl, Swainson's hawk, and nesting and migratory birds, as adapted from Chapter 6 of the ECCCHCP/NCCP, have been included in Mitigation Measures IV-2 through IV-5 of this IS/MND. Additionally, the proposed project would be subject to pay all applicable fees according to the Fee Zone Map of the ECCCHCP/NCCP prior to construction (Mitigation Measure IV-1). The developer would be required to pay the appropriate fees based on the applicable fee calculator at the time of development. Therefore, the proposed project would not conflict with the applicable provisions of the ECCCHCP/NCCP and a ***less-than-significant*** impact would occur related to conflicts with an adopted HCP, NCCP, or other approved local, regional, or State HCP.

V. CULTURAL RESOURCES. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	✖	☐	☐
b. Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5?	☐	✖	☐	☐
c. Disturb any human remains, including those interred outside of dedicated cemeteries.	☐	✖	☐	☐

Discussion

a,b,c. Historical resources are features that are associated with the lives of historically important persons and/or historically significant events, that embody the distinctive characteristics of a type, period, region or method of construction, or that have yielded, or may be likely to yield, information important to the pre-history or history of the local area, California, or the nation. Examples of typical historical resources include, but are not limited to, buildings, farmsteads, rail lines, bridges, and trash scatters containing objects such as colored glass and ceramics. According to the City's General Plan EIR, the City of Oakley does not contain any officially designated historic structures.[9]

A records search of the California Historic Resources Information System (CHRIS) was performed by the Northwest Information Center (NWIC) for cultural resource site records and survey reports within the proposed project area. The CHRIS search concluded that the project site does not contain any recorded archaeological resources, historic buildings or structures included in any lists of historic resources, nor does the project site contain Native American resources.[10] In addition, a records search by the Native American Heritage Commission (NAHC) of the Sacred Lands File resulted in negative findings of cultural resources on the project site.[11]

While historic resources have not been recorded at the project site, the potential exists for resources to occur. Thus, ground-disturbing activity related to project construction could encounter such resources. Therefore, the proposed project could cause a substantial adverse change in the significance of a historic or archaeological resource pursuant to CEQA Guidelines Section 15064.5 and/or disturb human remains, including those interred outside of formal cemeteries during construction. Thus, impacts could be considered ***potentially significant***.

Mitigation Measure(s)

Implementation of the following mitigation measure would reduce the above impact to a *less-than-significant* level.

V-1. *If any prehistoric or historic artifacts, or other indications of cultural deposits are found once ground disturbing activities are underway, all work within the vicinity of the find(s) shall cease, the Community Development*

[9] City of Oakley. *City of Oakley General Plan Environmental Impact Report* [page 3-149]. September 2002.
[10] Northwest Information Center. Re: *Record search results for the proposed Twin Oaks Senior Residence Project, Oakley, California.* September 12, 2019.
[11] Native American Heritage Commission. *Re: Twin Oaks Senior Residence Project, Contra Costa County.* August 29, 2019.

Department shall be notified, and the find(s) shall be immediately evaluated by a qualified archaeologist. If the find is determined to be a historical or unique paleontological or archaeological resource, contingency funding and a time allotment to allow for implementation of avoidance measures or appropriate mitigation shall be made available (CEQA Guidelines Section 15064.5). Work may continue on other parts of the project site while historical or unique archaeological resource mitigation takes place (Public Resources Code Sections 21083 and 21087).

V-2. *In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall occur until the County Coroner has been notified to determine if an investigation into the cause of death is required. If the coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. If the Native American Heritage Commission is unable to identify a most likely descendant or most likely descendant fails to make a recommendation within 48 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner, then the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.*

VI. ENERGY. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	✖	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	✖	☐

Discussion

a,b. The main forms of available energy supply are electricity, natural gas, and oil. A description of the 2019 California Green Building Standards Code (CAL Green Code) and the Building Energy Efficiency Standards, with which the proposed project would be required to comply, as well as discussions regarding the proposed project's potential effects related to energy demand during construction and operations are provided below.

California Green Building Standards Code

The 2019 California Green Building Code is a portion of the California Building Standards Code (CBSC), otherwise known as the CAL Green Code (CCR Title 24, Part 11), which will become effective on January 1, 2020.[12] The purpose of the CAL Green Code is to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices. The CAL Green standards regulate the method of use, properties, performance, types of materials used in construction, alteration repair, improvement and rehabilitation of a structure or improvement to property. The provisions of the code apply to the planning, design, operation, construction, use, and occupancy of every newly constructed building or structure throughout California. Requirements of the CAL Green Code include, but are not limited to, the following measures:

- Compliance with relevant regulations related to future installation of Electric Vehicle charging infrastructure in residential and non-residential structures;
- Indoor water use consumption is reduced through the establishment of maximum fixture water use rates;
- Outdoor landscaping must comply with the California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), or a local ordinance, whichever is more stringent, to reduce outdoor water use;
- Diversion of 65 percent of construction and demolition waste from landfills;
- Mandatory periodic inspections of energy systems (i.e., heat furnace, air conditioner, mechanical equipment) for nonresidential buildings over 10,000 sf to ensure that all are working at their maximum capacity according to their design efficiencies; and
- Mandatory use of low-pollutant emitting interior finish materials such as paints, carpet, vinyl flooring, and particle board.

[12] California Building Standards Commission. *California Green Building Standards Code*. 2019.

Building Energy Efficiency Standards

The 2019 Building Energy Efficiency Standards is a portion of the CBSC, which expands upon energy efficiency measures from the 2016 Building Energy Efficiency Standards resulting in a seven percent reduction in energy consumption from the 2016 standards for residential structures. Energy reductions relative to previous Building Energy Efficiency Standards would be achieved through various regulations including requirements for the use of high efficacy lighting, improved water heating system efficiency, and high-performance attics and walls.

Construction Energy Use

Construction of the proposed project would involve on-site energy demand and consumption related to use of oil in the form of gasoline and diesel fuel for construction worker vehicle trips, hauling and materials delivery truck trips, and operation of off-road construction equipment. In addition, diesel-fueled portable generators may be necessary to provide additional electricity demands for temporary on-site lighting, welding, and for supplying energy to areas of the site where energy supply cannot be met via a hookup to the existing electricity grid. Project construction would not involve the use of natural gas appliances or equipment.

Even during the most intense period of construction, due to the different types of construction activities (e.g., site preparation, grading, building construction), only portions of the project site would be disturbed at a time, with operation of construction equipment occurring at different locations on the project site, rather than a single location. In addition, all construction equipment and operation thereof would be regulated per the CARB In-Use Off-Road Diesel Vehicle Regulation. The In-Use Off-Road Diesel Vehicle Regulation is intended to reduce emissions from in-use, off-road, heavy-duty diesel vehicles in California by imposing limits on idling, requiring all vehicles to be reported to CARB, restricting the addition of older vehicles into fleets, and requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing exhaust retrofits. The In-Use Off-Road Diesel Vehicle Regulation would subsequently help to improve fuel efficiency. Technological innovations and more stringent standards are being researched, such as multi-function equipment, hybrid equipment, or other design changes, which could help to reduce demand on oil and emissions associated with construction.

The CARB has recently prepared the 2017 Climate Change Scoping Plan Update (2017 Scoping Plan),[13] which builds upon previous efforts to reduce GHG emissions and is designed to continue to shift the California economy away from dependence on fossil fuels. Appendix B of the 2017 Scoping Plan includes examples of local actions (municipal code changes, zoning changes, policy directions, and mitigation measures) that would support the State's climate goals. The examples provided include, but are not limited to, enforcing idling time restrictions for construction vehicles, utilizing existing grid power for electric energy rather than operating temporary gasoline/diesel-powered generators, and increasing use of electric and renewable fuel-powered construction equipment. The regulation described above, with which the proposed project must comply, would be consistent with the intention of the 2017 Scoping Plan and the recommended actions included in Appendix B of the 2017 Scoping Plan.

[13] California Air Resources Board. *The 2017 Climate Change Scoping Plan Update.* January 20, 2017.

Based on the above, the temporary increase in energy use occurring during construction of the proposed project would not result in a significant increase in peak or base demands or require additional capacity from local or regional energy supplies. In addition, the proposed project would be required to comply with all applicable regulations related to energy conservation and fuel efficiency, which would help to reduce the temporary increase in demand.

Operational Energy Use

Following implementation of the proposed project, PG&E would provide electricity and natural gas to the project site. Energy use associated with operation of the proposed project would be typical of residential and commercial uses, requiring electricity and natural gas for interior and exterior building lighting, heating, ventilation, and air conditioning (HVAC), electronic equipment, machinery, refrigeration, appliances, security systems, and more. Maintenance activities during operations, such as landscape maintenance, would involve the use of electric or gas-powered equipment. In addition to on-site energy use, the proposed project would result in transportation energy use associated with vehicle trips generated by the proposed residential and commercial development.

The proposed project would be subject to all relevant provisions of the most recent update of the CBSC, including the CAL Green Code Building Energy Efficiency Standards. Adherence to the most recent CAL Green Code and the Building Energy Efficiency Standards would ensure that the proposed structures would consume energy efficiently through the incorporation of such features as efficient water heating systems, high performance attics and walls, and high efficacy lighting. Required compliance with the CBSC would ensure that the building energy use associated with the proposed project would not be wasteful, inefficient, or unnecessary. In addition, electricity supplied to the project by PG&E would comply with the State's Renewables Portfolio Standard (RPS), which requires investor-owned utilities, electric service providers, and community choice aggregators to increase procurement from eligible renewable energy resources to 33 percent of total procurement by 2020 and to 60 percent by 2030. Thus, a portion of the energy consumed during project operations would originate from renewable sources.

With regard to transportation energy use, the proposed project would comply with all applicable regulations associated with vehicle efficiency and fuel economy. In addition, as discussed in Section XVII, Transportation, of this IS/MND, the project site is located in an urban area with access to several public transit lines. Transit would provide access to several grocery stores, restaurants, banks, and schools within close proximity to the project site. The site's access to public transit and proximity to such uses would reduce VMT and, consequently, fuel consumption associated with the proposed affordable housing development, thereby providing for increased pedestrian connectivity with the surrounding area and resulting in reduced vehicle use.

Strategic Energy Plan (SEP)

The City of Oakley adopted a Strategic Energy Plan (SEP) in fall of 2015.[14] The City's SEP was prepared to help meet State mandates for required energy use and GHG emission reductions. The proposed project would be consistent with the goals of the SEP as the proposed project would comply with the latest CBSC standards regarding energy conservation and green building standards.

[14] City of Oakley. *Strategic Energy Plan*. Fall 2015.

Conclusion

Based on the above, construction and operations of the senior citizen residential community, the proposed project would not result in wasteful, inefficient, or unnecessary consumption of energy resources or conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Thus, a ***less-than-significant*** impact would occur.

VII. GEOLOGY AND SOILS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	✖	☐
ii. Strong seismic ground shaking?	☐	☐	✖	☐
iii. Seismic-related ground failure, including liquefaction?	☐	✖	☐	☐
iv. Landslides?	☐	✖	☐	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	✖	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	✖	☐	☐
d. Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	✖	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	✖
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	✖	☐	☐

Discussion

ai-ii. A geotechnical report was prepared for the proposed project by Krazan & Associates, Inc (see Appendix C).[15] According to the geotechnical report, the closest fault zone to the project site is the Great Valley Fault, which is located approximately six miles northeast of the project site. However, active fault traces do not exist in the project vicinity. Given that known surface expressions of fault traces do not exist within the project vicinity, including the site, fault rupture hazard is not a significant geologic hazard at the site. In addition, Alquist-Priolo Earthquake Fault Zones are not known to exist near the project site.

Earthquake of moderate to high magnitude generated by the above faults could cause considerable ground shaking. According to the geotechnical report, the Great Valley Fault is capable of producing an earthquake magnitude of 6.5. However, proper engineering of the proposed buildings in compliance with the existing standards of the CBSC would ensure that the project would not be subject to substantial risks related to seismic ground

[15] Krazan & Associates, Inc. *Geotechnical Engineering Investigation.* May 8, 2019.

shaking. Projects designed in accordance with the CBSC should be able to: 1) resist minor earthquakes without damage, 2) resist moderate earthquakes without structural damage but with some nonstructural damage, and 3) resist major earthquakes without collapse but with some structural as well as nonstructural damage. Conformance with the design standards is enforced through building plan review and approval by the City. Based on the above, a ***less-than-significant*** impact would occur related to seismic surface rupture and strong seismic ground shaking.

aiii,aiv,
c. The proposed project's potential effects related to liquefaction, landslides, lateral spreading, and subsidence/settlement are discussed in detail below.

Liquefaction

Liquefaction is the temporary transformation of loose, saturated granular sediments from a solid state to a liquefied state as a result of seismic ground shaking. In the process, the soil undergoes transient loss of strength, which commonly causes ground displacement or ground failure to occur. Because saturated soils are a necessary condition for liquefaction, soil layers in areas where the groundwater table is near the surface have higher liquefaction potential than those in which the water table is located at greater depths.

Free groundwater was encountered on the project site at a depth of approximately 15 feet. The geotechnical report included an evaluation of the potential for soil liquefaction to occur during a seismic event. Based on the evaluation, soils above a depth of 14-feet are non-liquefiable due to the absence of groundwater. Below 14-feet, soils have a slight to low potential for liquefaction due to predominantly medium dense silty sand and sand soils and the anticipated low seismicity in the project area. However, without implementation of relevant design standards, the proposed project could expose people or structures to potential risk of loss, injury, or death involving liquefaction.

Landslides

Seismically-induced landslides are triggered by earthquake ground shaking. The risk of landslide hazard is greatest in areas with steep, unstable slopes. The project site is relatively flat and is not located near any slopes. Therefore, landslides would not represent a likely hazard at the site.

Lateral Spreading

Lateral spreading is horizontal/lateral ground movement of relatively flat-lying soil deposits towards a free face such as an excavation, channel, or open body of water; typically, lateral spreading is associated with liquefaction of one or more subsurface layers near the bottom of the exposed slope. Given that the project site does not contain any free faces, such as those stated above, lateral spreading would not present a likely hazard at the site.

Subsidence/Settlement

Loose unsaturated sandy soils have the potential to settle during strong seismic shaking. Liquefaction can often result in subsidence or settlement. According to the geotechnical report, differential settlement caused by a seismic event is estimated to be less than two-thirds of an inch. The anticipated differential settlement is estimated over the width of the project site. While the estimated amount of settlement is relatively low, the potential still exists for subsidence or settlement to occur at the site.

Conclusion

Based on the above, the proposed project would not be subject to substantial risks related to landslides or lateral spreading. Based on the above, the potential exists for liquefaction, subsidence, or settlement to occur at the project site. Without implementation of the necessary minimization measures, the proposed project could cause substantial adverse effects related to such. Thus, a ***potentially significant*** impact could occur.

Mitigation Measure(s)

Implementation of the following mitigation measure would reduce the above impact to a *less-than-significant* level.

VII-1. *All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the Director of Public Works/City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the geotechnical report prepared for the proposed project by Krazan & Associates, Inc. are properly incorporated and utilized in the project design.*

b. The proposed project would include grading of the project site prior to construction of the senior residences, retail space, and parking areas. During construction activities, topsoil would be moved and graded, leading to disturbed soils. Such disturbed soils could suffer from wind and water erosion while the topsoil is exposed. Following development of the site, all exposed soils would be covered with impervious surfaces or landscaping, and, thus, long-term erosion would not occur.

Per the City of Oakley Municipal Code Sections 6.9.308 and 6.11.212, preparation of an Erosion Control Plan and Stormwater Pollution Prevention Plan (SWPPP) prior to construction activities and implementation of Best Management Practices (BMPs) during construction is required. The erosion control measures required for implementation on the proposed project by both the SWPPP and the Erosion Control Plan would ensure that the proposed project would not result in substantial soil erosion or the loss of topsoil. Therefore, impacts from soil erosion resulting from grading of the project area would be considered ***less than significant***.

d. Expansive soils can undergo significant volume changes with changes in moisture content. Specifically, such soils shrink and harden when dried and expand and soften when wetted. If structures are underlain by expansive soils, foundation systems must be capable of withstanding the potential damaging movements of the soil. Per the geotechnical report prepared for the proposed project, expansive soils were not encountered at the site. Because the project site is not located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property, a ***less-than-significant*** impact would occur.

e. The proposed project would connect to existing City sewer services. Thus, the construction or operation of septic tanks or other alternative wastewater disposal systems is not included as part of the project. Therefore, ***no impact*** regarding the capability of soil to adequately support the use of septic tanks or alternative wastewater disposal systems would occur.

f. The City's General Plan does not note the existence of any unique geologic features within the City. Consequently, implementation of the proposed project would not be anticipated to have the potential to result in direct or indirect destruction of unique geologic features. The City's General Plan indicates that few paleontological resources are known to occur within the City Planning Area.

In addition, the majority of the surrounding area is developed and paleontological resources have not been encountered in the vicinity. Thus, existing paleontological resources are not expected to occur on the site. Nonetheless, the potential exists for previously unknown paleontological resources could exist within the project site. Ground-disturbing activity such as grading, trenching, or excavating associated with implementation of the proposed project would have the potential to disturb or destroy such resources if present. Therefore, the proposed project could result in the direct or indirect destruction of a unique paleontological resource, and a ***potentially significant*** impact could occur.

Mitigation Measure(s)

Implementation of the following mitigation measure would reduce the above impact to a *less-than-significant* level.

VII-2. Implement Mitigation Measures V-1 and V-2.

VIII. GREENHOUSE GAS EMISSIONS. *Would the project:*	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	✖	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?	☐	☐	✖	☐

Discussion

a,b. Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. Therefore, the cumulative global emissions of GHGs contributing to global climate change can be attributed to every nation, region, and city, and virtually every individual on Earth. An individual project's GHG emissions are at a micro-scale level relative to global emissions and effects to global climate change; however, an individual project could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. As such, impacts related to emissions of GHG are inherently considered cumulative impacts.

Implementation of the proposed project would cumulatively contribute to increases of GHG emissions. Estimated GHG emissions attributable to future development would be primarily associated with increases of carbon dioxide (CO_2) and, to a lesser extent, other GHG pollutants, such as methane (CH_4) and nitrous oxide (N_2O) associated with area sources, mobile sources or vehicles, utilities (electricity and natural gas), water usage, wastewater generation, and the generation of solid waste. The primary source of GHG emissions for the project would be mobile source emissions. The common unit of measurement for GHG is expressed in terms of annual metric tons of CO_2 equivalents ($MTCO_2e$/yr).

The proposed project is located within the jurisdictional boundaries of BAAQMD. BAAQMD's approach to developing a threshold of significance for GHG emissions is to identify the emissions level for which a project would not be expected to substantially conflict with existing California legislation adopted to reduce statewide GHG emissions needed to move towards climate stabilization. If a project would generate GHG emissions above the threshold level, the project would be considered to generate significant GHG emissions and conflict with applicable GHG regulations. The BAAQMD threshold of significance for project-level operational GHG emissions is 1,100 $MTCO_2e$/yr.

A series of recent court cases have called into question the BAAQMD's thresholds of significance for GHG emissions. However, because the BAAQMD's thresholds of significance are supported by substantial evidence and remain the best available option, the City, as lead agency, has chosen to use the BAAQMD's thresholds of significance for evaluation of the proposed project. In recognition of the current uncertainty regarding BAAQMD's thresholds for GHG emissions, the project's consistency with applicable plans and policies for GHG emissions reductions is provided below in addition to an analysis of project-related emissions.

It should be noted that construction GHG emissions are a one-time release and are, therefore, not typically expected to generate a significant contribution to global climate change. In addition, neither BAAQMD nor the City has adopted thresholds of significance for construction-related GHG emissions. Nevertheless, GHG emissions resulting from construction and operations of the proposed project were modeled using the CalEEMod emissions model under the same assumptions as discussed in Section III, Air Quality, of this IS/MND. In order to evaluate the project's consistency with California's goals, the CO_2 intensity factor within CalEEMod was adjusted to reflect PG&E's progress towards achieving the State's Renewable Portfolio Standard (RPS) goals for the operational year of 2021. In addition, a Technical Memorandum prepared by LSA was used to address project consistency with State and local GHG emission standards. All modeling outputs are included in Appendix A to this IS/MND.

The project's estimated maximum annual construction emissions of 771.3 $MTCO_2e$ would be well below BAAQMD's adopted operational threshold of 1,100 $MTCO_2e$/yr. Furthermore, construction-related emissions of GHGs would be further reduced by implementation of BAAQMD's BCMMs and Mitigation Measure III-2, which would reduce equipment idling and require Tier 4 engines be used in all construction equipment. Accordingly, the proposed project would not be expected to have a significant impact related to GHG emissions during construction. Nevertheless, in order to provide a conservative estimate of emissions, the proposed project's construction GHG emissions have been amortized over the anticipated operational lifetime of the project and included with the total annual operational emissions.

The BAAQMD does not recommend any specific operational lifetimes for use in amortizing construction-related GHG emissions; however, the emissions were amortized based on information from California Executive Order D-16-00 and the U.S. Green Building Council's 2013 report on *The Costs and Financial Benefits of Green Buildings.*[16] In the absence of specific BAAQMD recommendations, a 25-year operational lifetime is used for this analysis. Construction of the proposed project would occur over one year and three months and would result in annual GHG emissions of 771.3 $MTCO_2e$. Thus, the total construction emissions amortized over 25 years would be 30.9 $MTCO_2e$/yr.

The proposed project's annual operational emissions were determined to be 735.9 $MTCO_2e$/yr. With consideration of the amortized construction emissions, total annual project GHG emissions would be approximately 766.8 $MTCO_2e$/yr. Consequently, even if project operational and amortized construction emissions were considered together, the total annual GHG emissions of 766.8 $MTCO_2e$/yr would be below BAAQMD's threshold of 1,100 $MTCO_2e$/yr. Therefore, neither construction nor operations of the proposed project would be anticipated to result in significant emissions of GHGs.

Consistency with Greenhouse Gas Reduction Plans

As discussed in Section VI. Energy, of this IS/MND, the City of Oakley adopted a SEP to help the City meet State mandates for required energy use and GHG emission reductions. The proposed project would be consistent with the goals of the SEP as the proposed project would comply with the latest CBSC standards regarding energy conservation and green building standards.

[16] Sacramento Metropolitan Air District. *Guide to Air Quality Assessment in Sacramento County*. Available at: http://www.airquality.org/businesses/ceqa-land-use-planning/ceqa-guidance-tools. Accessed September 2019.

Absent any other local or regional Climate Action Plan, the proposed project was analyzed for consistency with the goals of AB 32, the AB 32 Scoping Plan, Executive Order B-30-15, SB 32, and AB 197.

AB 32 is aimed at reducing GHG emissions to 1990 levels by 2020. AB 32 requires CARB to prepare a Scoping Plan that outlines the main State strategies for meeting the 2020 deadline and to reduce GHGs that contribute to global climate change. The AB 32 Scoping Plan has a range of GHG reduction actions, which include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, market-based mechanisms such as a cap-and-trade system, and an AB 32 implementation fee to fund the program.

Executive Order Executive Order B-30-15 added the immediate target of reducing GHG emissions to 40 percent below 1990 levels by 2030. CARB released a second update to the Scoping Plan, the 2017 Scoping Plan,[17] to reflect the 2030 target set by Executive Order B-30-15 and codified by SB 32. SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030 contained in Executive Order B- 30-15. SB 32 builds on AB 32 and keeps the State on the path toward achieving the year 2050 objective of reducing emissions to 80 percent below 1990 levels. The companion bill to SB 32, AB 197, provides additional direction to the CARB related to the adoption of strategies to reduce GHG emissions. Additional direction in AB 197 intended to provide easier public access to air emissions data that are collected by CARB was posted in December 2016.

As identified above, the AB 32 Scoping Plan contains GHG reduction measures that work towards reducing GHG emissions, consistent with the targets set by AB 32, Executive Order B-30-15 and codified by SB 32 and AB 197. The measures applicable to the proposed project include energy efficiency measures, water conservation and efficiency measures, and transportation and motor vehicle measures, as discussed below.

Energy efficiency measures are intended to maximize energy efficiency building and appliance standards, pursue additional efficiency efforts including new technologies and new policy and implementation mechanisms, and pursue comparable investment in energy efficiency from all retail providers of electricity in California. In addition, such measures are designed to expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings. As identified above, the proposed project would comply with the latest CBSC requirements, including the requirements related to energy conservation and green building standards. Therefore, the proposed project would comply with applicable energy efficiency measures.

Water conservation and efficiency measures are intended to continue efficiency programs and use cleaner energy sources to move and treat water. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. As noted above, the project would be required to comply with the latest CBSC, which includes a variety of measures related to water use efficiency, including reduction of water use and reduction of wastewater production. In addition, the proposed project would be required to comply with Chapter 31, Water-Efficient Landscape Requirements, of the City's Municipal Code. Therefore, the proposed project would not conflict with any of the water conservation and efficiency measures.

[17] California Air Resources Board. *California's 2017 Climate Change Scoping Plan*. November 2017.

The goal of transportation and motor vehicle measures is to develop regional GHG emissions reduction targets for passenger vehicles. Specific regional emission targets for transportation emissions would not directly apply to the proposed project. However, vehicles traveling to the project site would comply with the Pavley II (LEV III) Advanced Clean Cars Program. The second phase of Pavley standards will reduce GHG emissions from new cars by 34 percent from 2016 levels by 2025, resulting in a 3 percent decrease in average vehicle emissions for all vehicles by 2020. Vehicles traveling to the project site would comply with the Pavley II (LEV III) Advanced Clean Cars Program. Moreover, the proposed project is a mixed-use senior housing project. By virtue of the location of the project site and the uses proposed, future residents would be located in close proximity to commercial uses, which would allow residents to walk to commercial uses. In addition, existing residents in the surrounding area would be able to walk to the proposed commercial use. By encouraging walking in the project vicinity, the proposed project would reduce the use passenger vehicles. Therefore, the proposed project would not conflict with the identified transportation and motor vehicle measures.

Considering the above, the proposed project would comply with existing State regulations adopted to achieve the overall GHG emissions reduction goals identified in AB 32, the AB 32 Scoping Plan, Executive Order B-30-15, SB 32, and AB 197 and would be consistent with applicable state plans and programs designed to reduce GHG emissions.

Conclusion

Based on the above, the proposed project would not be considered to generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs; and impacts would be considered ***less than significant***.

IX. HAZARDS AND HAZARDOUS MATERIALS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	✖	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	☐	☐	✖	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	✖
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	✖
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	✖
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	✖	☐
g. Expose people or structures, either directly or indirectly, to the risk of loss, injury or death involving wildland fires?	☐	☐	✖	☐

Discussion

a. A significant hazard to the public or the environment could result from the routine transport, use, or disposal of hazardous materials. Future operations on the project site could involve the use of common household cleaning products, fertilizers, and herbicides on-site, any of which could contain potentially hazardous chemicals; however, such products would be expected to be used in accordance with label instructions. Due to the regulations governing use of such products and the amount that could reasonably be used on the site, routine use of such products would not represent a substantial risk to public health or the environment. Therefore, the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and a ***less-than-significant*** impact would occur.

b. A Phase I Environmental Site Assessment (ESA) was prepared for the project site by Krazan & Associates, Inc. on February 13, 2019 (see Appendix D).[18] The Phase I ESA included a survey of the site, review of records and an evaluation of potential recognized environmental conditions (RECs) associated with the project site.

[18] Krazan & Associates, Inc. *Phase I Environmental Site Assessment.* February 13, 2019.

According to the Phase I ESA, the project site was historically used for agricultural purposes. Although the potential exists that environmentally persistent pesticides/herbicides were historically applied to crops grown on the subject site, structures do not exist on site, material evidence of the use of pesticides/herbicides was not discovered, and any pesticides/herbicides that may occur on-site would be dislocated and diluted as a result of grading and trenching operations.

In addition, existing structures do not currently exist on the project site and have not since at least 1939. Therefore, the potential for asbestos-containing material and lead-based paint to be present on-site does not exist. It should also be noted that wells, septic systems, underground storage tanks or above ground storage tanks do not exist on-site. Based on the Phase I ESA, RECs do not exist within the project site; however, a dry-cleaning facility is located to the west of the project site. A Phase II Limited Subsurface Assessment – Soil Vapor Survey (Phase II Vapor Survey) was prepared for the project site (see Appendix D) to determine the concentration of soil vapor at the project site.[19]

According to the Phase II Vapor Survey prepared for the project site, records on file indicate that a Custom Cleaners conducted dry cleaning operations at the neighboring shopping center between the years of 1990 to 2009. The Phase II Vapor Survey included the collection of groundwater samples and vapor samples from soil vapor borings. A soil vapor encroachment condition (VEC) can exist when there is the potential for elevated volatile organic compound (VOC) vapors to migrate from former on-site activities and or from nearby VOC sources. Groundwater samples were taken for analysis of VOCs. Per the Phase II Vapor Survey, soil vapor analytical results detected various concentration of several VOCs with a reported concentration of tetrachloroethene (PCE). Based upon the soil sampling results, one minor exceedance of the screening level for residential exposure to PCE was observed.

Soil vapor samples reported various concentrations of several VOCs above laboratory reporting limits. With the exception of PCE reported at 17 micrograms per meter cubed ($\mu g/m^3$) which is very slightly above the Residential Exposure Level for PCE (15 $\mu g/m^3$) in sample SV-6, none of the other reported VOC concentrations exceeded the respective Residential Exposure. Furthermore, Soil Sample SV-6 was conducted on the western portion of the site which would be paved over with a parking area and drive aisles, and, thus, soil vapor at this location within the site would not present a significant hazard to the residences. The Phase II Vapor Survey also determined that even though the PCE concentration was found to be slightly above the Residential Exposure Level threshold for one soil sample, the potential for VOCs to pose a significant risk is relatively low. Thus, the proposed project would not have the potential to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment, and a ***less-than-significant*** impact would occur.

c. The nearest schools relative to the project site are Little Wonders Preschool, located approximately 0.5-mile northeast of the site, and Orchard Park School, located approximately 0.6-mile northwest of the site. Because schools are not located within a quarter mile of the site, the proposed project would result in ***no impact*** related to

[19] Krazan & Associates, Inc. *Phase II Limited Subsurface Assessment – Soil Vapor Survey.* April 18, 2019.

hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

d. A list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 was provided in the Phase I ESA. Based on the Phase I ESA, the project site has not been listed as a past or present hazardous materials site. Therefore, the project would have ***no impact*** with respect to being located on a hazardous materials site.

e. The closest airport to the project site is the Byron Airport, located approximately 13 miles to the south of the project site. Therefore, the project site is not located within two miles of any public airports and does not fall within an airport land use plan area. Accordingly, ***no impact*** would result related to a safety hazard or excessive noise for people residing or working in the project area.

f. During operation, the proposed project would provide adequate access for emergency vehicles and would not interfere with potential evacuation or response routes used by emergency response teams. The project would not substantially alter the existing circulation system in the surrounding area. As a result, the project would have a ***less-than-significant*** impact with respect to impairing the implementation of or physically interfering with an adopted emergency response plan or emergency evacuation plan.

g. According to the California Department of Forestry and Fire Protection (CAL FIRE) Fire and Resource Assessment Program, the project site is not located within a Very High Fire Hazard Severity Zone.[20] In addition, the site is located in an urbanized area of the City and is predominantly surrounded by existing residential and commercial development. The site is not located adjacent to wildlands. Therefore, the proposed project would not expose people or structures to the risk of loss, injury or death involving wildland fires, and a ***less-than-significant*** impact would occur.

[20] California Department of Forestry and Fire Protection. *Contra Costa County, Very High Fire Hazard Severity Zones in LRA*. November 7, 2007.

X. HYDROLOGY AND WATER QUALITY. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	✖	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	✖	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site;	☐	☐	✖	☐
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	✖	☐
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	✖	☐
iv. Impede or redirect flood flows?	☐	☐	☐	✖
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	✖
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	✖	☐

Discussion

a,ci. During the early stages of construction activities, topsoil would be exposed due to grading and excavation of the site. After grading and prior to overlaying the ground surface with impervious surfaces and structures, the potential exists for wind and water to discharge sediment and/or urban pollutants into stormwater runoff, which could adversely affect water quality.

The State Water Resources Control Board (SWRCB) regulates stormwater discharges associated with construction activities where clearing, grading, or excavation results in a land disturbance of one or more acres. Given that the proposed project would disturb 5.6 acres of land, the proposed construction activities would be subject to applicable SWRCB regulations. The City's National Pollutant Discharge Elimination System (NPDES) permit requires applicants to show proof of coverage under the State's General Construction Permit prior to receipt of any construction permits. The State's General Construction Permit requires a Storm Water Pollution Prevention Plan (SWPPP) to be prepared for the site. A SWPPP describes BMPs to control or minimize pollutants from entering stormwater and must address both grading/erosion impacts and non-point source pollution impacts of the development project, including post-construction impacts. Preparation of an Erosion

Control Plan and SWPPP prior to construction activities and implementation of BMPs during construction is required by Sections 6.9.308 and 6.11.212 of the City's Municipal Code.

Following completion of project buildout, the site would be largely covered with impervious surfaces and landscaping areas, and topsoil would no longer be exposed. As such, the potential for erosion and associated impacts to water quality would be reduced. However, addition of the impervious surfaces on the site would result in the generation of urban runoff during project operations, which could contain pollutants if the runoff comes into contact with vehicle fluids on parking surfaces and/or landscape fertilizers and herbicides. All municipalities within Contra Costa County (and the County itself) are required to develop more restrictive surface water control standards for new development projects as part of the renewal of the Countywide NPDES permit.

The City of Oakley has adopted the County C.3 Stormwater Standards, which require new development and redevelopment projects that create or alter 10,000 sf or more of impervious area to contain and treat all stormwater runoff from the project site. Thus, the proposed project would be subject to the requirements of the SWRCB and the Regional Water Quality Control Board (RWQCB), as well as the County C.3 Standards, which are included in the City's NPDES General Permit. Compliance with such requirements would ensure that impacts to water quality standards or waste discharge requirements would not occur during operation of the proposed project.

In compliance with the C.3 Guidebook, the proposed project would treat storm water from the site via bioretention basins located along the perimeter of the proposed parking lots and buildings along Main Street and within the court yard (see Figure 7). Each bioretention basin would be sized to properly treat runoff from the project site. Per the SWCP, the bio-retention areas would be sized in accordance and with the Contra Costa C.3 standards. The Storm Water Control Plan (SWCP)[21] prepared for the proposed project conforms with the most recent C.3 Guidebook and verifies that the proposed project would comply with all City stormwater requirements.

Based on the above, the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Thus, a ***less-than-significant*** impact would occur.

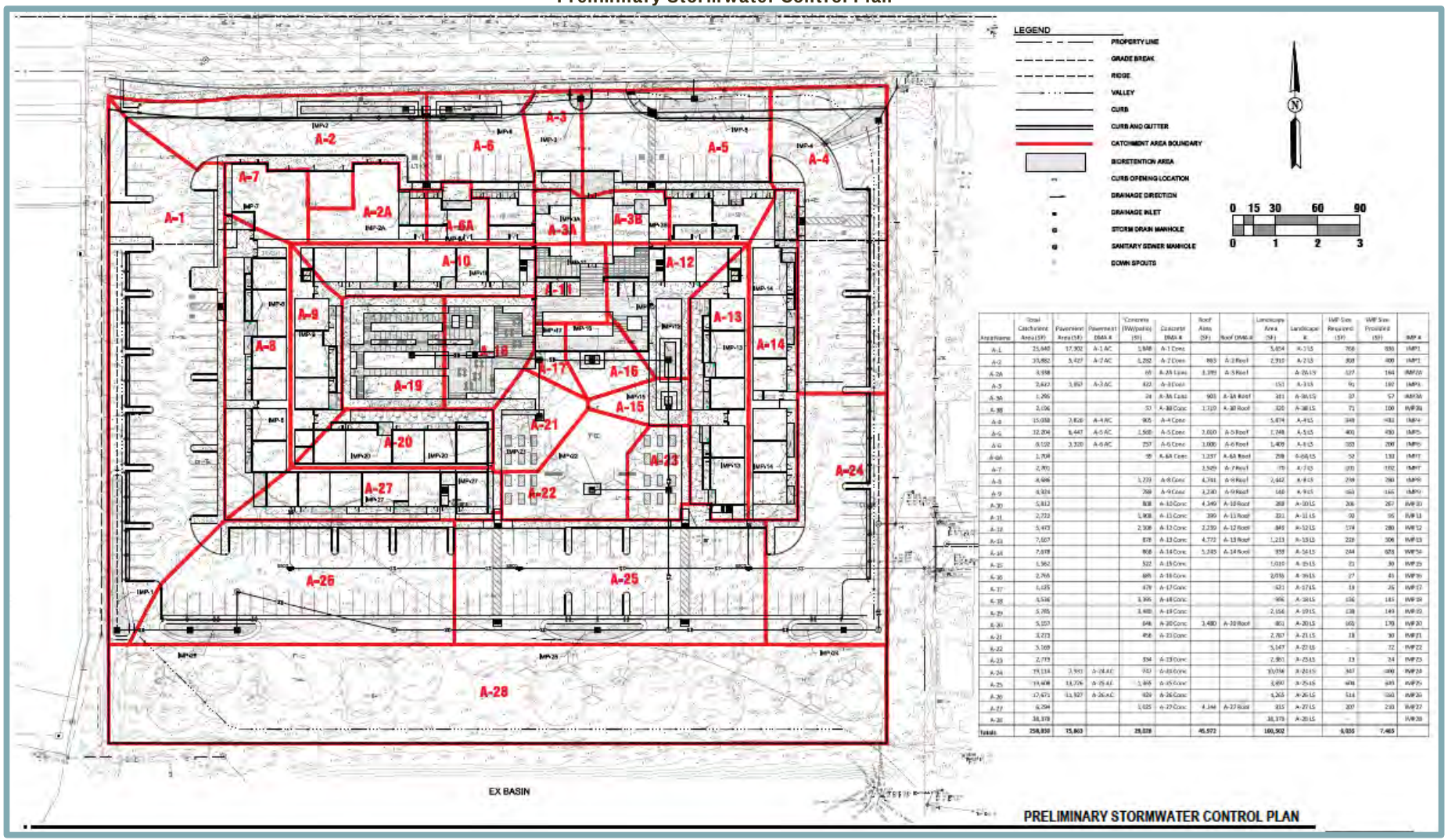
b,e. Potable water service for the proposed project would be provided by the DWD. According to the DWD's Urban Water Management Plan (UWMP), the primary water supply for distribution is surface water.[22] However, the DWD does operate a groundwater supply system that currently consists of groundwater from two wells in Oakley, conveyed in a dedicated well supply pipeline to a blending facility. The wells are connected to the Tracy Subbasin underlying the City.

While the proposed project would create new impervious surfaces within the site, the Tracy Subbasin is 345,000 acres in size; therefore, the groundwater basin within which the project site is located would be recharged from many sources over a large area. Additionally, the Tracy Subbasin has been designated as a medium-priority basin by the Department of Water Resources, and is not in overdraft conditions.

[21] Wilsey Ham. *Stormwater Control Report for Highridge Costa Development, Twin Oaks Senior Residence.* August 16, 2019.

[22] Diablo Water District. *Final 2015 Urban Water Management Plan.* June 2016.

Figure 7
Preliminary Stormwater Control Plan



Therefore, any new impervious surfaces associated with the project would not interfere substantially with groundwater recharge within the Tracy Subbasin. Furthermore, the project site would allow stormwater to percolate and potentially contribute to groundwater recharge. Also, stormwater would be directed into the City's water system and eventually discharged into the Delta which also contributes to groundwater recharge in the region. Based on the above, the project would not result in water quality impacts and, thus, would conflict with or obstruct implementation of a water quality control plan. Therefore, the proposed project would result in a ***less-than-significant*** impact with respect to substantially decreasing groundwater supplies, interfering substantially with groundwater recharge, or conflicting with or obstructing implementation of a water quality control plan or sustainable groundwater management plan.

cii,ciii. The proposed project would be considered a C.3 regulated project and is required to include appropriate site design measures, source controls, and hydraulically-sized stormwater treatment measures. In addition, the project site is within Drainage Area 29C, and would be required to pay the applicable Contra Costa County Flood Control and Water Conservation District (CCCFCWCD) drainage fees.[23]

The SWCP prepared for the proposed project incorporates the most recent Stormwater C.3 Guidebook and Contra Costa Clean Water Program requirements,[24] as well as all applicable City stormwater requirements. As noted in the SWCP, stormwater draining off impervious surfaces such as roofs, parking areas, and drive aisles within the project site would be captured by curb inlets and routed, by way of new storm drains, to bioretention basins located along the perimeter of the parking lots and proposed structure, along Main Street, and within the courtyard. The bioretention basins would include layers of cobbles, soil mix, gravel, and plants to provide for on-site treatment of runoff. The treated stormwater runoff would be conveyed by way of an underground pipes which would direct the runoff to the existing storm drain infrastructure in the project site area. Treated runoff would be routed to existing City storm drain inlet located within Main Street. As noted previously, and as demonstrated in Figure 7 and in the Stormwater Control Report, the bioretention basins have been sized to provide for adequate management of all stormwater runoff.

The Preliminary Drainage Report prepared for the proposed project presents the capacity of the existing drainage system and the projected flow rates for the project.[25] As further discussed in the Preliminary Drainage Report, under normal conditions of all proposed infrastructure will provide for adequate flow velocities, and sufficient storage capacity would exist in the proposed bioretention basins within the project site. The full flow capacity of the system nodes, where proposed infrastructure would connect to, ranges between 3.86 cubic feet per second (cfs) and 17.33 cfs. As shown in the Preliminary Drainage Report, the project flows are not anticipated to exceed the capacity of the existing water system. Therefore, existing infrastructure has adequate capacity to serve the proposed project and implementation of the project would not require any upsizing of off-site infrastructure.

Based on the above, stormwater discharge calculations would be in compliance with the C.3 Standards and implementation of the proposed project would not substantially increase the rate or amount of surface runoff in a manner which would result in flood on-

[23] Contra Costa County Flood Control District. *Contra Costa County Formed Drainage Areas.* February 27, 2008.
[24] Contra Costa County Clean Water Program. *Stormwater C.3 Guidebook.* May 17, 2017.
[25] Wilsey Ham. Preliminary Drainage Report for Highridge Costa Development. August 15, 2019.

or off-site or create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Therefore, the proposed project would result in a ***less-than-significant*** impact.

civ. According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for the project site, the project site is located within an Area of Minimal Flood Hazard (Zone X).[26] The site is not classified as a Special Flood Hazard Area or otherwise located within a 100-year or 500-year floodplain. Therefore, development of the proposed project would not impede or redirect flood flows and ***no impact*** would result.

d. As discussed under question 'civ' above, the project site is not located within a flood hazard zone. Tsunamis are defined as sea waves created by undersea fault movement, whereas a seiche is a long-wavelength, large-scale wave action set up in a closed body of water such as a lake or reservoir. The project site is not located in proximity to a coastline and would not be potentially affected by flooding risks associated with tsunamis. A seiche is a long-wavelength, large-scale wave action set up in a closed body of water such as a lake or reservoir. Seiches do not pose a risk to the proposed project, as the project site is not located adjacent to a large closed body of water. Based on the above, the proposed project would not pose a risk related to the release of pollutants due to project inundation flooding, tsunami, or seiche, and ***no impact*** would occur.

[26] Federal Emergency Management Agency. *Flood Insurance Rate Map 06013C0355G.* Effective March 21, 2017.

XI. LAND USE AND PLANNING. *Would the project:*		Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a.	Physically divide an established community?	☐	☐	✖	☐
b.	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	✖	☐

Discussion

a. A project risks dividing an established community if the project would introduce infrastructure or alter land use so as to change the land use conditions in the surrounding community, or isolate an existing land use. Currently, existing land uses in the project vicinity include single family residences to the north of the site across Main Street, additional single-family residences to the east of the site, senior apartments to the southwest, and the Oakley Town Center shopping center to the west of the site. The area to the south of the site is vacant and undeveloped. The proposed project would offer retail services to the community, as well as affordable housing for senior citizens. The proposed uses would be compatible with the existing development in the project area. Given that the proposed project would involve construction on a currently vacant site, and would not involve any features that would divide an established community, such as a large roadway or walls, the project would not further divide an established community. As such, the proposed project would not physically divide an established community and a ***less-than-significant*** impact would occur.

b. According to the City's General Plan, the project site is designated CO and zoned C. Per Section 9.1.504 of the City's Municipal Code, mixed-use development is permitted within the C zoning designation, subject to approval of a CUP. Therefore, the project would be consistent with the type and intensity of use previously anticipated for the site per the City. In addition, the proposed project would not conflict with city policies and regulations adopted for the purpose of avoiding or mitigating an environmental effect. For example, in compliance with Section 9.1.1112 of the City's Municipal Code, the three coast live oak trees located on site would be retained and protected from further damage through implementation of Mitigation Measure IV-6. Furthermore, the project would comply with the regulations and standards of the ECCHCP/NCCP related to the protection of biological resources. Thus, the proposed project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, and thus, a ***less-than-significant*** impact would occur.

XII. MINERAL RESOURCES. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	✖
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	✖

Discussion

a,b. The City of Oakley General Plan EIR states that the only viable mineral resource currently mined in the City of Oakley is sand. The General Plan does not identify any known mineral resources on the project site and much of the adjacent land is developed with residential and commercial uses. Thus, proposed project would not result in the loss of availability of a known mineral resource or a locally important mineral recovery site. The proposed project would have ***no impact*** to mineral resources.

XIII. NOISE. *Would the project result in:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	✖	☐	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	✖	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	✖

Discussion

The following discussion is based primarily on an Environmental Noise Analysis prepared for the proposed project by Saxelby Acoustics (see Appendix F).[27]

a. The following sections present information regarding sensitive noise receptors in proximity to the project site, the existing noise environment, and the potential for the proposed project to result in impacts during project construction and operation. The following terms are referenced in the sections below:

- Decibel (dB): A unit of sound energy intensity. An A-weighted decibel (dBA) is a decibel corrected for the variation in frequency response to the typical human ear at commonly encountered noise levels. All references to decibels (dB) in this report will be A-weighted unless noted otherwise.
- Average, or equivalent, sound level (L_{eq}): The L_{eq} corresponds to a steady-state A weighted sound level containing the same total energy as a time varying signal over a given time period (usually one hour).
- Day-Night Average Level (Ldn): The average sound level over a 24-hour day, with a +10 decibel weighing applied to noise occurring during nighttime (10:00 PM to 7:00 AM) hours.

Sensitive Noise Receptors

Some land uses are considered more sensitive to noise than others, and, thus, are referred to as sensitive noise receptors. Land uses often associated with sensitive noise receptors generally include residences, schools, libraries, hospitals and passive recreational areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise. In the vicinity of the project site, sensitive land uses include existing single-family residential uses located to the north, across Main Street, and east of the project site.

[27] Saxelby Acoustics. *Environmental Noise Analysis, Twin Oaks Senior Residence IS/MND*. September 4, 2019.

Existing Noise Environment

The existing noise environment in the project vicinity is primarily defined by vehicle traffic on the local roadway network. To quantify the ambient noise environment at the project site, Saxelby Acoustics conducted a continuous (24-hour) noise level measurement at one location on the site and short-term noise level measurements at four additional locations on the site (see Figure 8). Table 6 below provides a summary of the noise measurement results.

Table 6
Summary of Existing Background Noise Measurement Data

Site	Date	L_{dn}	Average Measured Hourly Noise Levels (dB)					
			Daytime (7 AM to 10 PM)			Nighttime (10 PM to 7 AM)		
			L_{eq}	L_{50}	L_{max}	L_{eq}	L_{50}	L_{max}
LT-1	8/19/19 – 8/20/19	66	63	61	79	59	50	77
ST-1	8/19/19 – 11:33 AM	N/A	56	55	64	N/A	N/A	N/A
ST-2	8/19/19 – 11:46 AM	N/A	59	51	81	N/A	N/A	N/A
ST-3	8/19/19 – 11:59 AM	N/A	49	48	60	N/A	N/A	N/A
ST-4	8/19/19 – 12:12 PM	N/A	59	56	68	N/A	N/A	N/A

Source: Saxelby Acoustics. 2019.

Standards of Significance

The City of Oakley General Plan Noise Element establishes a noise level standard of 60 dB as normally acceptable at residential land uses. The noise level performance standards for transportation noise compatibility are shown in Table 7. Based upon the table, an ambient noise level of 65 dBA L_{dn} is considered normally acceptable for residential uses. Policy 9.1.6 in the City's General Plan considers the following significance criteria for noise impacts:

- Where existing traffic noise levels are less than 60 dB L_{dn} at the outdoor activity areas of noise-sensitive uses, a 5 dB L_{dn} increase in noise levels due to roadway improvement projects will be considered significant; and
- Where existing traffic noise levels range between 60 and 65 dB L_{dn} at the outdoor activity areas of noise-sensitive uses, a 3 dB L_{dn} increase in noise levels due to roadway improvement projects will be considered significant; and
- Where existing traffic noise levels are greater than 65 dB L_{dn} at the outdoor activity areas of noise sensitive uses, a 1.5 dB L_{dn} increase in noise levels due to roadway improvement projects will be considered significant.

Per the City's General Plan, with regard to non-transportation noise, exterior noise levels at residences should not exceed 55 dBA during daytime hours (7:00 AM to 10:00 PM) and 45 dBA during nighttime hours (10:00 PM to 7:00 AM).

Impact Analysis

The following sections provide an analysis of potential noise impacts associated with construction and operation of the proposed project.

Figure 8
Noise Measurement Locations



Source: Saxelby Acoustics, 2019.

Table 7
Maximum Allowable Noise Exposure Transportation Noise Sources

Land Use	Outdoor Activity Areas[1] Ldn/CNEL, dB	Interior Spaces	
		Ldn/CNEL, dB	Leq, dB[2]
Residential	65	45	--
Transient Lodging	65[3]	45	--
Hospitals, Nursing Homes	65	45	--
Theaters, Auditoriums, Music Halls	--	--	35
Churches, Meeting Halls	65	--	40
Office Buildings	--	--	45
Schools, Libraries, Museums	--	--	45
Playgrounds, Neighborhood Parks	70	--	--

Notes:
1. Where the location of outdoor activity areas is unknown, the exterior noise level standards shall be applied to the property line of the receiving land use. Where it is not practical to mitigate exterior noise levels at patio or balconies of apartment complexes, a common area such as a pool or recreation area may be designated as the outdoor activity area.
2. As determined for a typical worst-case hour during periods of use.
3. In the case of hotel/motel facilities or other transient lodging, outdoor activity areas such as pool areas may not be included in the project design. In these cases, only the interior noise level criterion will apply.

Source: City of Oakley 2020 General Plan, Table 9-3.

Construction Noise

During construction of the proposed project, heavy-duty equipment would be used for demolition, grading, excavation, paving, and building construction, which would result in temporary noise level increases. Noise levels would vary depending on the type of equipment used, how the equipment is operated, and how well the equipment is maintained. In addition, noise exposure at any single point outside the project site would vary depending on the proximity of construction activities to that point. Standard construction equipment, such as backhoes, dozers, and dump trucks would be used on-site.

Table 8 shows the predicted construction noise levels for development of the proposed project. Based on the table, activities involved in typical construction would generate maximum noise levels up to 90 dB at a distance of 50 feet. While the nearest single-family residence to the east of the site is located within 50 feet of the proposed construction area, most construction would occur within the middle of the site, at a distance greater than 50 feet. It should be noted that construction may occur outside of project site boundaries in development of the proposed roadway connecting the shopping center to the proposed project and the potential EVA which would connect to Edgewood Drive.

Construction activities would be temporary in nature and are anticipated to occur during normal daytime hours. Additionally, construction activities would be shielded by an existing six to seven-foot tall masonry sound wall located between the project site and the nearest noise-sensitive residential receptor.

Table 8
Construction Equipment Noise

Type of Equipment	Maximum Level, dB at 50 feet
Backhoe	78
Compactor	83
Compressor (air)	78
Concrete Saw	90
Dozer	82
Dump Truck	76
Excavator	81
Generator	81
Jackhammer	89
Pneumatic Tools	85

Source: Federal Highway Administration, Roadway Construction Noise Model User's Guide, January 2006.

The City of Oakley establishes permissible hours of construction in Section 4.2.208 of the Municipal Code. The ordinance restricts noise-producing construction activities to weekday hours between 7:30 AM and 7:00 PM Monday through Friday, and from 9:00 AM to 7:00 PM on Saturdays and Sundays. During the permissible hours, construction activities are conditionally exempt from the Noise Ordinance Standards.

Although construction activities are temporary in nature and would likely occur during normal daytime working hours, construction-related noise could result in sleep interference at existing noise-sensitive land uses in the vicinity of the project if construction activities were to occur outside the normal daytime hours. Therefore, impacts resulting the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance could be considered significant.

Project Operational Noise

Operations of the proposed project would generate noise primarily associated with increased traffic on nearby roadways. Project operational noise sources would also be generated from outdoor activities occurring within the courtyard of the affordable housing development. Non-transportation and transportation related noise at sensitive receptors are discussed in further detail below.

Non-Transportation Noise at New Sensitive Receptors

It should be noted that impacts of the environment on a project (as opposed to impacts of a project on the environment) are beyond the scope of required CEQA review. "[T]he purpose of an EIR is to identify the significant effects of a project on the environment, not the significant effects of the environment on the project." (*Ballona Wetlands Land Trust v. City of Los Angeles,* (2011) 201 Cal.App.4th 455, 473 (*Ballona*).) The California Supreme Court recently held that "CEQA does not generally require an agency to consider the effects of existing environmental conditions on a proposed project's future users or residents. What CEQA does mandate… is an analysis of how a project might exacerbate existing environmental hazards." (*California Building Industry Assn. v. Bay Area Air Quality Management Dist.* (2015) 62 Cal.4th 369, 392; see also *Mission Bay Alliance v. Office of Community Investment & Infrastructure* (2016) 6 Cal.App.5th 160, 197 ["identifying the effects on the project and its users of locating the project in a particular environmental setting is neither consistent with CEQA's legislative purpose nor required by the CEQA

statutes"], quoting *Ballona*, *supra*, 201 Cal.App.4th at p. 474.). Thus, the analysis of a project's existing noise environment is not required for CEQA purposes but is included in this document for compliance with applicable General Plan standards.

Based upon noise measurements along the west project boundary, the existing retail uses were found to generate noise levels of approximately 49 dBA L_{eq} during daytime hours due to existing air-conditioning equipment. Such noise levels would meet the City of Oakley's 55 dBA L_{eq} exterior noise standard applied to non-transportation noise sources. Because the proposed project would not be exposed to noise levels from non-transportation sources exceeding the City's noise level standards for non-transportation noise sources and a less-than-significant impact related to the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies would occur.

Transportation Noise at New Sensitive Receptors

As shown in Figure 9, proposed outdoor activity areas (courtyard, pool, and barbecue area) are predicted to be exposed to exterior noise levels of approximately 46 dBA L_{dn}, which would meet the City of Oakley 65 dBA L_{dn} exterior transportation noise level standard.

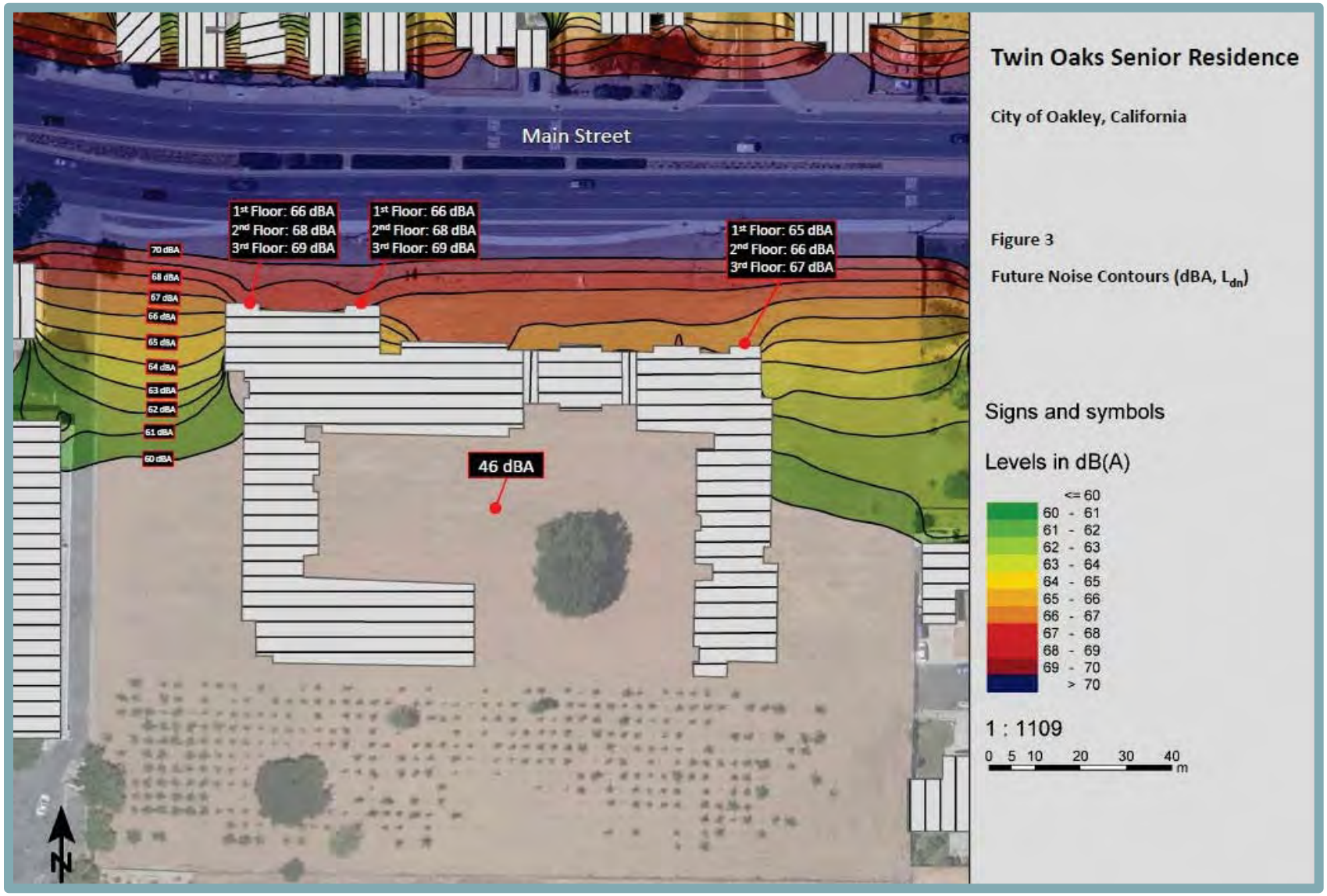
Furthermore, the proposed project is predicted to be exposed to exterior noise levels of up to 69 dBA L_{dn} at the building facades closest to Main Street. Modern building construction typically yields an exterior-to-interior noise level reduction of 25 dBA. Therefore, where exterior noise levels are 70 dBA L_{dn}, or less, additional interior noise control measures are typically not required. For the proposed project, exterior noise levels are predicted to be less than or equal to 69 dBA L_{dn}, resulting in an interior noise level of 44 dBA L_{dn} based on typical building construction.

Thus, noise levels in the interior of the proposed residences would meet the City's 45 dBA L_{dn} interior noise level standard. Impacts associated with the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance would be less than significant.

To assess noise impacts due to project-related traffic increases on the local roadway network, traffic noise levels for existing and future, project and no-project conditions. Have been calculated using the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108). The model is based upon the Calveno reference noise emission factors for automobiles, medium trucks, and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site. Traffic volumes were sourced from the Traffic Impact Analysis prepared for the proposed project by TJKM, and truck usage and vehicle speeds were based on field observations.

Traffic noise levels have been predicted at the sensitive receptors located at the closest typical setback distance along each project-area roadway segment. In some locations, sensitive receptors may be located at distances which vary from the assumed calculation distance and may not receive full shielding from intervening noise barriers.

Figure 9
Future Noise Contours



Source: Saxelby Acoustics, 2019.

Table 9 summarizes traffic noise levels along each study roadway segment in the project vicinity for the Existing No Project and Existing Plus Project conditions. Background No Project and Background Plus Project conditions are summarized in Table 10.

Table 9
Predicted Traffic Noise Level and Project-Related Traffic Noise Level Increases

Roadway	Segment	Noise Levels at Nearest Sensitive Receptors (L_{dn}, dB)		
		Existing No Project	Existing Plus Project	Change
Main Street	North of Big Break Road	64.7	54.8	0.1
	West of Empire Road	62.7	62.7	0.0
	West of Project Access 1	57.4	57.7	0.3
	West of Project Access 2	61.9	62.2	0.3
	West of Teakwood Drive	66.9	67.0	.01
	West of Vintage Parkway	67.5	67.5	0.0
	East of Vintage Parkway	66.9	67.0	0.1
Oakley Road	West of Empire Avenue	53.9	53.9	0.0
West Cypress Road	West of Empire Avenue	33.5	33.5	0.0
	East of Empire Avenue	64.1	64.1	0.0
Empire Avenue	North of Oakley Road	61.5	61.6	0.1
	North of W. Cypress Road	66.7	66.8	0.1
Vintage Parkway	North of Main Street	56.9	56.9	0.0

Source: Saxelby Acoustics, 2019.

Table 10
Predicted Background Traffic Noise Levels and Background Plus Project Increase

Roadway	Segment	Noise Levels at Nearest Sensitive Receptors (L_{dn}, dB)		
		Cumulative No Project	Cumulative Plus Project	Change
Main Street	North of Big Break Road	67.0	67.0	0.0
	West of Empire Road	64.7	64.7	0.0
	West of Project Access 1	59.8	59.8	0.0
	West of Project Access 2	64.3	64.4	0.1
	West of Teakwood Drive	69.3	69.4	0.1
	West of Vintage Parkway	69.9	70.0	0.1
	East of Vintage Parkway	69.3	69.4	0.1
Oakley Road	West of Empire Avenue	54.8	54.9	0.1
West Cypress Road	West of Empire Avenue	33.5	33.5	0.0
	East of Empire Avenue	66.7	66.7	0.0
Empire Avenue	North of Oakley Road	62.2	62.4	0.2
	North of W. Cypress Road	67.3	67.4	0.1
Vintage Parkway	North of Main Street	57.4	57.4	0.0

Source: Saxelby Acoustics, 2019.

As shown in Table 9 and Table 10, the proposed project is predicted to increase traffic noise levels by a maximum of 0.3 dBA on Main Street, west of both project access points under existing plus project conditions. An increase of 0.3 dBA is below the City's threshold

of 3 dB or 1.5 dB increase above the existing activity area at sensitive receptors, as established by General Plan Policy 9.1.6. Thus, the project would not result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project.

Therefore, for the purposes of the CEQA analysis, the relevant inquiry is not whether the proposed project's future residents would be exposed to preexisting environmental noise-related hazards, but instead whether project-generated noise would exacerbate the pre-existing conditions. Nonetheless, the Environmental Noise Analysis addressed the anticipated transportation noise levels due to traffic noise on Main Street at the proposed residences to determine compliance with applicable standards.

Conclusion

Based on the above, operation of the proposed project would not result in the generation of a substantial permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the City's General Plan and the Municipal Code. However, considering the potential for construction activities to result in temporary increases in noise levels in the project area in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, a ***potentially significant*** impact could occur.

Mitigation Measure(s)

Implementation of the following mitigation measures would reduce the above impact to a *less-than-significant* level.

XIII-1. *Construction activities shall comply with the Oakley Municipal Code and shall be limited to the hours set forth below:*

Monday-Friday: 7:30 AM to 7:00 PM
Saturdays, Sundays, and holidays: 9:00 AM to 7:00 PM

These criteria shall be included in the grading plan submitted by the applicant/developer for review and approval of the Public Works Department prior to issuance of grading permits. Exceptions to allow expanded construction activities shall be reviewed on a case-by-case basis as determined by the Chief Building Official and/or City Engineer.

XIII-2. *Construction activities shall adhere to the requirements of the City of Oakley with respect to hours of operation, muffling of internal combustion engines, and other factors that affect construction noise generation and its effects on noise-sensitive land uses. Prior to issuance of grading permits, these criteria shall be included in the grading plan submitted by the applicant/developer for the review and approval of the Public Works Department.*

XIII-3. *During construction, the applicant/developer shall designate a disturbance coordinator and conspicuously post this person's number around the project site and in adjacent public spaces. The disturbance coordinator shall receive all public complaints about construction noise disturbances and be responsible for determining the cause of the complaint, and*

implement feasible measures to be taken to alleviate the problem. The disturbance coordinator shall report all complaints and corrective measures taken to the Community Development Director. Proof of posting of the disturbance coordinator's contact information shall be submitted to the Community Development Director.

b. Similar to noise, vibration involves a source, a transmission path, and a receiver. However, noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person's perception to the vibration depends on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating.

Vibration is measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration in terms of peak particle velocities (PPV) in inches per second (in/sec). Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of PPV. Human and structural response to different vibration levels is influenced by a number of factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events. Table 11, which was developed by the California Department of Transportation (Caltrans), shows the vibration levels that would normally be required to result in damage to structures. As shown in the table, the threshold for architectural damage to structures is 0.20 in/sec PPV and continuous vibrations of 0.10 in/sec PPV, or greater, would likely cause annoyance to sensitive receptors.

Table 11
Effects of Vibration on People and Buildings

PPV		Human Reaction	Effect on Buildings
mm/sec	in/sec		
0.15 to 0.30	0.006 to 0.019	Threshold of perception; possibility of intrusion	Vibrations unlikely to cause damage of any type
2.0	0.08	Vibrations readily perceptible	Recommended upper level of the vibration to which ruins and ancient monuments should be subjected
2.5	0.10	Level at which continuous vibrations begin to annoy people	Virtually no risk of "architectural" damage to normal buildings
5.0	0.20	Vibrations annoying to people in buildings (this agrees with the levels established for people standing on bridges and subjected to relative short periods of vibrations)	Threshold at which there is a risk of "architectural" damage to normal dwelling - houses with plastered walls and ceilings. Special types of finish such as lining of walls, flexible ceiling treatment, etc., would minimize "architectural" damage
10 to 15	0.4 to 0.6	Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges	Vibrations at a greater level than normally expected from traffic, but would cause "architectural" damage and possibly minor structural damage

Source: Caltrans. Transportation Related Earthborne Vibrations. TAV-02-01-R9601. February 20, 2002.

The primary vibration-generating activities associated with the proposed project would occur during construction when activities such as grading, utilities placement, and parking lot construction occur. Table 12 shows the typical vibration levels produced by construction equipment at various distances. The most substantial source of groundborne vibrations associated with project construction would be the use of vibratory compactors. Use of vibratory compactors/rollers could be required during construction of the proposed driveways. The proposed project would only cause elevated vibration levels during construction, as the proposed project would not involve any uses or operations that would generate substantial groundborne vibration. Although noise and vibration associated with the construction phases of the project would add to the noise and vibration environment in the immediate project vicinity, construction activities would be temporary in nature and are anticipated to occur during normal daytime working hours.

Table 12
Vibration Levels for Various Construction Equipment

Type of Equipment	PPV at 25 feet (in/sec)	PPV at 50 feet (in/sec)
Large Bulldozer	0.089	0.031
Loaded Trucks	0.076	0.027
Small Bulldozer	0.003	0.001
Auger/drill Rigs	0.089	0.031
Jackhammer	0.035	0.012
Vibratory Hammer	0.070	0.025
Vibratory Compactor/roller	0.210 (less than 0.20 at 26 feet)	0.074

Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Guidelines, May 2006.

Based on Table 12, construction vibration levels anticipated for the project are less than the 0.2 in/sec threshold at distances of 26 feet. Sensitive receptors that could be impacted by construction-related vibrations, especially vibratory compactors/rollers, are located approximately 26 feet, or further, from typical construction activities on the project site. Thus, construction vibrations are not predicted to exceed acceptable levels. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours.

Based on the above, the proposed project would not expose people to or generate excessive groundborne vibration or groundborne noise levels and a ***less-than-significant*** impact would occur.

c. The nearest airport to the site is Delta Air Park, located approximately 3.8 miles west of the site. The site is not covered by an existing airport land use plan. Given that the project site is not located within two miles of a public or private airport, the proposed project would not expose people residing or working in the project area to excessive noise levels associated with airports. Thus, ***no impact*** would occur.

XIV. POPULATION AND HOUSING. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	☐	☐	✖	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	✖

Discussion

a. The proposed project would include the development of 130 multi-family senior units and 5,667 sf of retail space. The project would include 98 one-bedroom units and 32 two-bedroom units. Given that the project would be limited to 2.0 persons per household, the project would generate a maximum of 260 new residents. However, as discussed in Section XVII Utilities and Service Systems, of this IS/MND, adequate utility infrastructure would be available to support the proposed project. In addition, Housing Element (HE) Policy #10.1.2 of the City's General Plan sets the goal of promoting the development of affordable housing located in close proximity to services, shopping, and public transportation. The proposed project would be consistent with HE Policy #10.1.2 as the project would provide both affordable housing and retail uses. Furthermore, the proposed project would be consistent with the General Plan and growth analyzed in the General Plan EIR. As a result, the project would have a ***less-than-significant*** impact with respect to substantial unplanned population growth in an area, either directly or indirectly.

b. The proposed project site is currently vacant and absent of any habitable structures. As such, the proposed project would not displace a substantial number of existing housing or people, necessitating the construction of replacement housing elsewhere. Therefore, **no impact** would occur.

XV. PUBLIC SERVICES.

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Fire protection?	☐	☐	✖	☐
b. Police protection?	☐	☐	✖	☐
c. Schools?	☐	☐	✖	☐
d. Parks?	☐	☐	✖	☐
e. Other Public Facilities?	☐	☐	✖	☐

Discussion

a. Fire protection services within the project area are provided by the East Contra Costa Fire Protection District (ECCFPD). A new fire station was built to accommodate increased demand, staffing and equipment in 2010. With the completion of the new fire station the City of Oakley General Plan anticipates fire service to be adequate for buildout of the City. The ECCFPD is a rural funded fire district that protects approximately 249 square miles and over 115,000 residents. The district provides firefighting personnel and emergency medical services with three fire stations. Station 53 is the closest station to the project site, being located approximately 0.85-mile away. The proposed project would be subject to the fire facilities impact fees established by the City of Oakley Municipal Code Section 9.2.502. Payment of the required impact fee would mitigate any potential impacts caused by increased demands on fire services that may result from the proposed project, as well as ensure that the project conforms with the City of Oakley's General Plan Policy 4.4.2. Additionally, the proposed project does not include any alterations to the circulation system of the surrounding area, which could conflict with the City of Oakley's General Plan Policy 4.4.4, or lead to a degradation in response times. Given the payment of fees in accordance with City of Oakley Municipal Code guidelines, the proposed project is not expected to cause significant degradation to response times or service ratios, which would induce the need for physically altered or expanded governmental facilities and the project would, therefore, result in a ***less-than-significant*** impact.

b. Police protection is currently provided to the City of Oakley by the Oakley Police Department and the Contra Costa County Sheriff's Office. The Oakley Police Department currently employs 43 persons, including the Chief of Police, the Lieutenant, six Sergeants, five Detectives, 21 Police Officers, and nine Police Services Assistants.[28] As previously discussed, the proposed project would involve the construction and operation of up to 130 affordable housing units, as well as 5,667 sf of commercial space. With the development of the project site with affordable housing, an increase in demand for police services would occur, because residences typically generate a higher demand for police. However, the proposed project would include a security gate for vehicles which would increase site security. Nevertheless, development fees would be applied to the proposed project, as well as a Police Services levy. Development of the site has been anticipated by the General Plan, and, thus police protection was anticipated as well. The proposed project

[28] City of Oakley Police Department. *2017 Annual Report*. 2017. Available at http://www.ci.oakley.ca.us/wp-content/uploads/2018/04/Annual-Report-2017-2-2.pdf. Accessed September 10, 2019.

would result in a similar increase in demand as anticipated and be subject to fees for public services. Based on the above, the proposed project would not induce the need for physically altered or expanded governmental facilities. Therefore, the proposed project would result in a ***less-than-significant*** impact.

c. The Oakley Union School District and the Antioch Unified School District provide public educational services to the City of Oakley. Given that the project would include development of the project site with affordable housing for senior citizens and 5,667 sf of commercial space, the proposed project would not significantly increase the need for schools in the area. Although the site would be developed with senior affordable housing, the proposed project would still be subject to fee payment. Therefore, the proposed project would result in a ***less-than-significant*** impact regarding an increase in demand for schools.

d,e. The proposed project would result in development of 130 affordable housing units. The City of Oakley Municipal Code 9.2.208 requires 0.01065 acres of parkland per unit in any multi-family developments requiring approvals of subdivisions. The proposed project includes 130 units, which would equate to 1.38 acres of parkland The City of Oakley Municipal Code provides the option for subdivisions within the City to either dedicate land or pay an in-lieu fee to meet the City's parkland requirements; however, developments that do not include subdivisions, such as the proposed project, are not explicitly included in these requirements. The City's Municipal Code states that there is approximately 7.02 acres of parkland dedicated for each 1,000 residents. The addition of 260 new residents would not be anticipated to appreciably affect the City's current resident to parkland ratio, and the City would continue to meet the five acre per 1,000 residents requirement of the Municipal Code. While the proposed project would not include dedication of any on-site parks, the project would include various outdoor spaces and amenities for residents, which are anticipated to meet the demand for parks and outdoor recreation areas of the future residents. Although the project would result in a minor increase in population, the project would not result in a substantial loss of parkland.

Considering the above, the proposed project would not include the dedication of on-site parks, but would provide various on-site amenities that would provide for outdoor activity space. Because the City currently meets the five acre per 1,000 resident standard, the project would provide on-site amenities, and that the project does not include subdivision of land and is not subject to the City's Municipal Code requirements for land dedication in subdivisions, the project would result in a ***less-than-significant*** impact on parks and other public facilities.

XVI. RECREATION. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	✖	☐
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	✖	☐

Discussion

a,b. As discussed in Section XIV, Population & Housing, the proposed project would include 130 senior apartment units, housing a maximum of 260 residents. Thus, an increase in demand on recreational facilities would occur. The City of Oakley Municipal Code, Section 9.2.208, developments that include subdivision of land to either dedicate parkland or pay in-lieu fees. Because the proposed project would not include subdivision of the site, the project is not subject to the City Code requirements for parkland dedication or fee payment. Nevertheless, the proposed project includes various outdoor amenities and activity spaces that are anticipated to meet the need for recreation facilities of the future residents. Considering that the demand for recreation facilities would be met by on-site amenities, the project would not substantially impact recreational facilities. Thus, the proposed project would result in a ***less-than-significant*** impact on recreation.

XVII. TRANSPORTATION. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	✖	☐
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	✖	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	✖	☐
d. Result in inadequate emergency access?	☐	☐	✖	☐

Discussion

a. The following discussion is based primarily on a Traffic Impact Analysis (TIA) prepared for the proposed project by TJKM (see Appendix G).[29] The TIA evaluated the potential transportation impacts that could result from the proposed project, short- and long-term multi-modal circulation needs where relevant to site access and/or project impacts, potential mitigation measures for any significant transportation impacts, and the adequacy of the proposed site plan for accommodating multi-modal site access and meeting City of Oakley Guidelines.

Study Intersections

As part of the TIA, TJKM evaluated transportation conditions at the following eight study intersections (see Figure 10):

3. Main Street/Big Break Road;
5. Main Street/Empire Avenue;
6. Main Street/Vintage Parkway;
14. Empire Avenue/Oakley Road;
15. Empire Avenue/W. Cypress Road;
100. Main Street/Teakwood Drive (not included in Citywide model);
101. Main Street/Proposed Project Access 1 (new intersection); and
102. Main Street/Proposed Project Access 2 (new intersection).

TJKM evaluated transportation conditions at all six of the existing intersections and both of the proposed new intersections that would serve the project site. Transportation conditions were assessed during the AM (7:00 AM - 9:00 AM) and PM (4:00 PM - 6:00 PM) peak periods for a typical weekday with clear weather. The study intersections were selected in consultation with City staff based on the anticipated trip generation and travel pattern for project trips.

[29] TJKM. *Senior Housing Apartments at 2605 Main Street, Traffic Impact Analysis.* June 4, 2019.

Figure 10
Study Intersection Locations



Source: TJKM, 2019.

Study Scenarios

Conditions at each intersection were analyzed under the following scenarios:

- **Existing Conditions** – Describes existing transportation conditions in the study area based on the current roadway and sidewalk network characteristics, transit service, field observations, and intersection counts conducted on May 2, 2019;
- **Existing Plus Project Conditions** – Similar to Existing Conditions, but with the net new trips that would be generated by the project;
- **Background Conditions** – Describes the projected peak hour traffic operations based on the net change to travel patterns anticipated from approved (but not yet constructed) or fully/partially occupied developments in the City at the time of the Existing Conditions assessment. The analysis includes additional trips that would be generated if the proposed developments were to operate at full occupancy. The Background Conditions scenario was developed using the 2019 Citywide Vistro Model;
- **Background Plus Project Conditions** – Similar to Background Conditions, but with the inclusion of vehicle trips that would be generated by the project. The Background Plus Project Conditions analysis provides an assessment of project impacts that takes into account other projects that would be completed within a similar timeframe as the project.

It should be noted that cumulative impacts associated with buildout of the General Plan were previously analyzed in the General Plan EIR. The General Plan EIR concluded that cumulative transportation impacts at the study intersections to be less-than-significant. Given that the proposed project is consistent with the General Plan, the project would not result in additional cumulatively significant impacts at the study intersections.

Thresholds of Significance

Operations at each of the study intersections were evaluated based on Level of Service (LOS), a qualitative measure that describes operational conditions as they relate to the traffic stream and perceptions by motorists and passengers. The LOS generally describes conditions in terms of speed and travel time, delays, freedom to maneuver, traffic interruptions, comfort, convenience, and safety. The operational levels of service are given letter designations from A to F, with A representing the best operating conditions and F representing the worst conditions. Table 13 provides descriptions of various LOS and the corresponding ranges of delay.

Per the City of Oakley General Plan, LOS D or a volume-to-capacity (V/C) ratio of 0.90 are the thresholds of acceptability for signalized intersections. Any signalized intersection operating worse than LOS D would be considered inconsistent with the standard. In the City of Oakley, Main Street is considered a Route of Regional Significance and falls under standards defined in the East County Action Plan Final 2000 Update. In the East County Action Plan, Main Street is required to meet a Transportation Service Objective (TSO) of LOS D or better at signalized intersections and LOS E or better at unsignalized intersections. Within the TIA, the study intersections were analyzed using HCM 6th Edition Methodology as per the City's guidance. Average control delay is reported in seconds per vehicle for signalized and all-way-stop-control intersections and critical delay for minor approaches is reported for two-way-stop-control intersections. Signalized intersections or unsignalized intersection operating worse than LOS D are considered inconsistent with the City's standard, with the exception of unsignalized intersections on Main Street where

operations are only considered inconsistent with the City's standards should operations degrade beyond LOS E. At already unacceptably operating intersections, a project constitutes a significant impact if intersection delay increases by five seconds under Existing Plus Project Conditions or Background Plus Project Conditions.

Table 13
Signalized Intersection LOS Criteria

LOS	Description	Signalized Intersection Delay (D) (seconds)	Unsignalized Intersection Delay (D) (seconds)
A	Very low control delay, up to 10 seconds per vehicle. Progression is extremely favorable, and most vehicles arrive during the green phase. Many vehicles do not stop at all. Short cycle lengths may tend to contribute to low delay values.	0 ≤ D ≤ 10	0 ≤ D ≤ 10
B	Control delay greater than 10 and up to 20 seconds per vehicle. There is good progression or short cycle lengths or both. More vehicles stop causing higher levels of delay.	10 < D ≤ 20	10 < D ≤ 15
C	Control delay greater than 20 and up to 35 seconds per vehicle. Fair progression or longer cycle lengths, or both cause higher delays. Individual cycle failures may begin to appear. Cycle failure occurs when a given green phase does not serve queued vehicles and overflow occurs. The number of vehicles stopping is significant, though many still pass through the intersection without stopping.	20 < D ≤ 35	15 < D ≤ 25
D	Control delay greater than 35 and up to 55 seconds per vehicle. The influence of congestions becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volumes. Many vehicles stop, the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	35 < D ≤ 55	25 < D ≤ 35
E	Control delay greater than 55 and up to 80 seconds per vehicle. The limit of acceptable delay. High delays usually indicate poor progression, long cycle lengths, and high volumes. Individual cycle failures are frequent.	55 < D ≤ 80	35 < D ≤ 50
F	Control delay in excess of 80 seconds per vehicle. Unacceptable to most drivers. Oversaturation, arrival flow rates exceed the capacity of the intersection. Many individual cycle failures. Poor progression and long cycle lengths may also be contributing factors to higher delay.	80 < D	50 > D

Source: TJKM, 2019.

Project Trip Generation and Distribution

Project vehicle trip generation rates were obtained from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition). Based on the ITE rates, the proposed project is estimated to generate 660 daily vehicle trips, including 31 AM peak hour and 47 PM peak hour trips (see Table 14).

Table 14
Project Vehicle Trip Generation

Land Use (ITE Code)	Size	Daily Vehicle Trips		AM Peak Hour Vehicle Trips				PM Peak hour Vehicle Trips			
		Rate	Trips	Rate	In	Out	Total	Rate	In	Out	Total
Senior Adult Housing (252)[1]	130 units	3.70	481	0.20	9	17	26	0.26	19	15	34
Shopping Center (820)[2]	4.743 ksf	37.75	179	0.94	3	2	5	3.81	9	10	19
Retail Pass-by Trip Reduction (34%)[3]									-3	-3	-6
Total			**660**		**12**	**19**	**31**		**25**	**22**	**47**

Notes:
1 Senior Adult Housing (ITE Land Use Code 252) vehicle trip rates are based upon number of dwelling units.
2 Shopping Center (ITE Land Use Code 820) vehicle trip rates are based upon number of thousand square feet gross leasable area.
3 TJKM applied a p.m. peak hour pass-by reduction rate of 34 percent for Retail land use consistent with ITE recommended average rates.

Source: TJKM, May 2019.

The distribution of peak hour vehicle trips generated by the project was determined based on the methodology used for the Citywide Traffic Model. Figure 11 illustrates the distribution of project trips on the study intersections and nearby roadway segments.

Existing Plus Project Conditions

Based on the addition of project trips to each study intersection, Table 15 summarizes the peak hour LOS at the study intersections under Existing Conditions without the proposed project and Existing Plus Project conditions.

As shown in Table 15, all the study intersections would operate at an acceptable LOS under Existing Plus Project Conditions. Thus, implementation of the proposed project would not exceed the City's thresholds for intersection operations, and, thus, would not create a conflict with an adopted plan related to the City's circulation system.

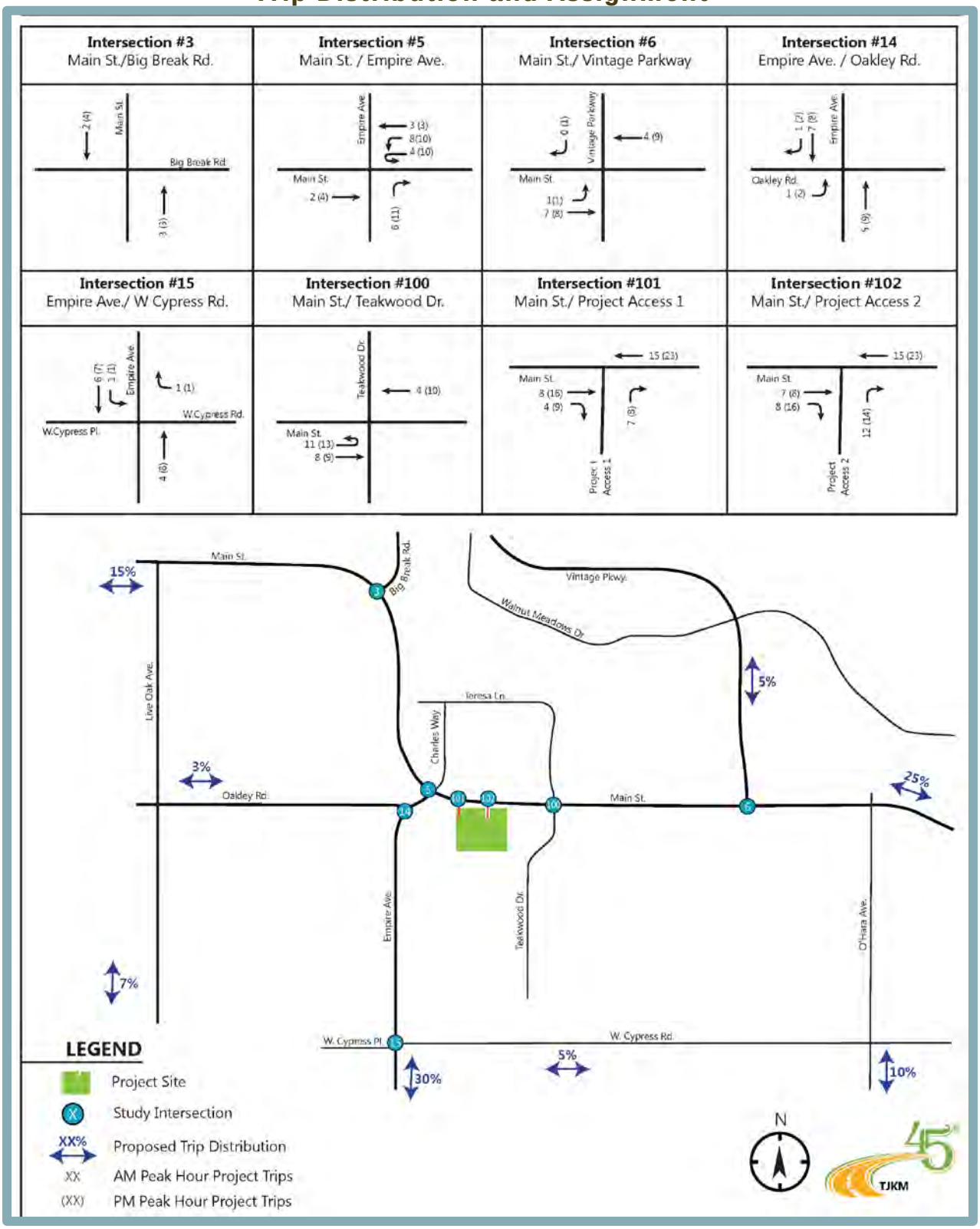
Background Plus Project Conditions

Table 16 summarizes the peak hour LOS at study intersections under Background and Background Plus Project Conditions. As shown in the table, six of the study intersections would operate at an acceptable LOS under Background Plus Project Conditions. However, the following two intersections would operate unacceptably under both Background and Background Plus Project Conditions:

6. Main Street/Vintage Parkway (LOS F, AM and PM peak hours);
15. Empire Avenue/W. Cypress Road (LOS E, AM peak hour).

While Intersections #6 and #15 would operate unacceptably, the increase in vehicle delay occurring as a result of the proposed project would not exceed the City's five-second increase threshold. Thus, implementation of the proposed project would not exceed the City's thresholds for intersection operations, and, thus, would not create a conflict with an adopted plan related to the City's circulation system.

Figure 11
Trip Distribution and Assignment



Source: TJKM, 2019.

Table 15
Existing Plus Project Conditions Intersection LOS

Intersection	Control	Peak Hour	Existing Conditions		Existing Plus Project Conditions	
			Delay[1]	LOS	Delay[1]	LOS
3. Main Street/Big Break Road	Signalized	AM	15.9	B	15.9	B
		PM	16.9	B	16.9	B
5. Main Street/Empire Avenue	Signalized	AM	35.7	D	38.6	D
		PM	26.4	C	27.7	C
6. Main Street/Vintage Parkway	Signalized	AM	41.9	D	42.1	D
		PM	31.9	C	32.1	C
14. Empire Avenue/Oakley Road	Signalized	AM	22.9	C	22.7	C
		PM	29.6	C	29.4	C
15. Empire Avenue/W. Cypress Road	Signalized	AM	22.3	C	22.4	C
		PM	16.5	B	16.5	B
100. Main Street/Teakwood Drive	Signalized	AM	8.7	A	8.8	A
		PM	7.6	A	7.7	A
101. Main Street/Proposed Project Access 1	Side-Street Stop	AM	N/A	N/A	10.5	B
		PM	N/A	N/A	12.3	B
102. Main Street/Proposed Project Access 2	Side-Street Stop	AM	N/A	N/A	10.5	B
		PM	N/A	N/A	12.3	B

[1] Delay: Average control delay in seconds per vehicle. Reported values are overall for signalized and all-way-stop-control intersections and critical minor approaches for two-way-stop-control intersections

Source: TJKM, May 2019.

Table 16
Background Plus Project Conditions: Intersection LOS

Intersection	Control	Peak Hour	Background Conditions		Background Plus Project Conditions	
			Delay[1]	LOS	Delay[1]	LOS
3. Main Street/Big Break Road	Signalized	AM	19.1	B	19.2	B
		PM	24.9	C	25.0	C
5. Main Street/Empire Avenue	Signalized	AM	43.3	D	46.3	D
		PM	46.7	D	51.6	D
6. Main Street/Vintage Parkway	Signalized	AM	**>100.0**	**F**	**>100.0**	**F**
		PM	**>100.0**	**F**	**>100.0**	**F**
14. Empire Avenue/Oakley Road	Signalized	AM	22.6	C	22.5	C
		PM	29.7	C	29.5	C
15. Empire Avenue/W. Cypress Road	Signalized	AM	**67.7**	**E**	**68.1**	**E**
		PM	45.2	D	45.5	D
100. Main Street/Teakwood Drive	Signalized	AM	10.0	B	10.3	B
		PM	9.4	A	9.7	A
101. Main Street/Proposed Project Access 1	Side-Street Stop	AM	-	-	11.7	B
		PM	-	-	17.4	C
102. Main Street/Proposed Project Access 2	Side-Street Stop	AM	-	-	11.8	B
		PM	-	-	17.6	C

Note: **Bold** text indicates unacceptable intersection operations.
[1] Delay: Average control delay in seconds per vehicle. Reported values are overall for signalized and all-way-stop-control intersections and critical minor approaches for two-way-stop-control intersections

Source: TJKM, May 2019.

Pedestrian, Bicycle, and Transit Facilities

The proposed project's potential impacts related to pedestrian, bicycle, and transit facilities are discussed below.

Pedestrian Facilities

Within the vicinity of the project site, continuous sidewalks are provided on both sides of Main Street, Empire Avenue, and Teakwood Drive. Further from the project site, roadways such as W. Cypress Road, Vintage Parkway, and O'Hara Avenue provide continuous sidewalks on one or both sides of the roadway, and intermittent sidewalks are provided on Oakley Road, Live Oak Avenue, Big Break Road, and Main Street. Sidewalks are currently provided on the project frontage bordering Main Street. The existing pedestrian facilities in the study area are shown in Figure 12 below.

With implementation of the proposed project, sidewalks along the project site frontage would be retained. New walkways and pedestrian crossings would be provided throughout the project site to provide continuous pedestrian connectivity between the proposed buildings, parking areas, Main Street sidewalks, and the Oakley Town Center shopping center to the west of the site. In addition, a system of decomposed granite pedestrian trails would be provided within the southern portion of the project site.

Considering the above, the proposed project would not result in the creation of a conflict with any adopted programs, plans, ordinances, or policies addressing pedestrian facilities and a less-than-significant impact would occur related to pedestrian facilities.

Bicycle Facilities

Currently, Class II bike lanes are provided on both sides of Vintage Parkway and W. Cypress Road. A Class III Bike Route is provided on both sides of Empire Avenue, between Main Street and Laurel Road. The existing bicycle facilities in the study area are shown in Figure 12. In addition, while not shown in the figure, a Class II bike lane is currently provided along the south side of Main Street in the vicinity of the project site. The City of Oakley General Plan, City of Oakley Parks, Recreation, and Trails Master Plan, and the Contra Costa County Bicycle and Pedestrian Plan propose that several new bicycle facilities be constructed in the future.

Future residents of the proposed project would have convenient access to the existing bicycle facilities in the project area, including the bike lanes along the project frontage at Main Street. The project would not conflict with any existing or planned bicycle facilities.

Considering the above, the proposed project would not result in the creation of a conflict with any adopted programs, plans, ordinances, or policies addressing bicycle facilities and a less-than-significant impact would occur related to bicycle facilities.

Transit Facilities

Eastern Contra Costa Transit Authority (Tri Delta Transit) provides transit service in eastern Contra Costa County, serving the communities of Oakley, Brentwood, Antioch, Concord, Discovery Bay, Bay Point, and Pittsburg. Four routes operate in the vicinity of the project site, as follows:

Figure 12
Existing Pedestrian and Bicycle Facilities



Source: TJKM, 2019.

- *Route 300,* the Pittsburg BART/Brentwood Park & Ride route, is a weekday express route connecting Brentwood to the Pittsburg/Bay Point BART station via Oakley and Antioch. Route 300 travels along Main Street, operating from 4:15 AM to approximately 10:00 PM with 15- to 30-minute headways.
- *Route 383,* the Oakley/Antioch/Freedom High School route, connects Oakley to Antioch and Freedom High School in Oakley. Route 383, in both clockwise and counterclockwise directions, provides only weekday service. The counterclockwise route runs with approximate one-hour headways, and the clockwise route runs twice during the AM peak hour period only.
- *Route 391,* the BART/Pittsburg/Antioch/Oakley/Brentwood route, provides weekday service to most East County cities. Route 391 operates from 4:00 AM to 1:15 AM with 30 to 60-minute headways.
- *Route 393*, the BART/Pittsburg/Antioch/Oakley/Brentwood route, provides weekend service to Route 391. Route 393 operates from 5:20 AM to 2:00 AM with approximately 60-minute headways.

Near the project site, the nearest bus stops are located at the intersection of Main Street/Empire Avenue, approximately 300 feet west of the project site, and Main Street/Teakwood Drive, 0.2-mile east of the project site. Both transit stops are within walking distance of the project site. Therefore, future residents, workers, and patrons at the proposed project would have access to transit services. The project would not conflict with any existing or planned transit facilities. Thus, the proposed project would not conflict with a program, plan, ordinance, or policy addressing transit service and a less-than-significant impact would occur.

Conclusion

Based on the above, the proposed project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Thus, a ***less-than-significant*** impact would occur.

b. Section 15064.3 of the CEQA Guidelines provides specific considerations for evaluating a project's transportation impacts. Per Section 15064.3, analysis of vehicle miles traveled (VMT) attributable to a project is the most appropriate measure of transportation impacts. While a qualitative discussion of VMT has been provided below, the provisions of Section 15064.3 apply only prospectively; determination of impacts based on VTM is not required Statewide until July 1, 2020.

Per Section 15064.3(3), a lead agency may analyze a project's VMT qualitatively based on the availability of transit, proximity to destinations, etc. While changes to driving conditions that increase intersection delay are an important consideration for traffic operations and management, the method of analysis does not fully describe environmental effects associated with fuel consumption, emissions, and public health. Section 15064.3(3) changes the focus of transportation impact analysis in CEQA from measuring impact to drivers to measuring the impact of driving.

As noted in question 'a' above, the project site would be served by the Tri-Delta Transit system, with bus stops provided approximately 300 feet west of the project site and 0.2-mile east of the project site. In addition, the site would connect with existing bicycle and pedestrian facilities located in the immediate project vicinity. At the western site boundary, the project would include reciprocal access with the existing Oakley Town Center shopping center. New on-site retail uses would be provided in the northwestern portion of

the project site. By providing pedestrian connectivity between the proposed residential units, the on-site retail uses, and existing off-site commercial uses, the VMT associated with the proposed project would be minimized. Therefore, the proposed project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3(b), and a ***less-than-significant*** impact would occur.

c,d. Vehicles would have access to/from the project site by way of a proposed project access on Main Street, as well as a second access connecting to the existing shopping center to the west of the site. The driveways would connect to a U-shaped drive aisle extending around the perimeter of the project site. The proposed driveways and drive aisles within the project site would be sufficiently sized to accommodate EVA throughout the site. In addition, the proposed project includes a potential dedicated EVA at the eastern site boundary.

The TIA prepared for the project included a Sight Distance Analysis, as well as a site access and on-site circulation evaluation. Based on the TIA, oncoming traffic travelling eastbound on Main Street would have a clear line of sight to vehicles exiting the driveway well beyond the minimum stopping distance. Similarly, vehicles exiting the driveway would have a clear line of sight to vehicles travelling eastbound on Main Street well beyond the minimum stopping distance. Thus, the proposed project would not substantially increase hazards due to a geometric design feature or incompatible uses, or result in inadequate emergency access, and a ***less-than-significant*** impact would occur.

XVIII. TRIBAL CULTURAL RESOURCES. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).	☐	☐	✖	☐
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	✖	☐

Discussion

a,b. In compliance with Assembly Bill (AB) 52 (Public Resources Code Section 21080.3.1), a project notification letter was distributed by the City to those Native American tribes who have previously requested notification under AB 52 of projects within the City subject to CEQA. The letters were distributed on August 12, 2019 and the City did not receive any responses within the mandatory 30-day response period for consultation under AB 52/Public Resources Code Section 21080.3.1(b).

Based on a record search of the Native American Heritage Commission (NAHC) Sacred Land files, known tribal resources do not exist for the project area or adjacent lands. Thus, the potential for unrecorded Native American resources to exist within the project site is relatively low based on the disturbed nature of the site. Implementation of Mitigation Measures V-1 and V-2, described in detail in Section V, Cultural Resources, would reduce any potential impacts related to unknown resources to less-than-significant levels.

Given that the project would be required to comply with the City's standard conditions of approval regarding cultural resources, as well as mitigation measures in Section V, construction of the proposed project would not result in a substantial adverse change in the significance of a tribal cultural resource. Per Public Resource Code sections 5020.1(k) and 5024.1, the project site is not listed as a historical resource nor does the site contain any known resources with significance to a California Native American tribe. Thus, the proposed project would have a ***less-than-significant*** impact related to tribal cultural resources.

XIX. UTILITIES AND SERVICE SYSTEMS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	✖	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	✖	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	✖	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	✖	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	✖	☐

Discussion

a-c. Water service for the proposed project would be provided by the DWD. DWD's primary water supply for distribution is treated surface water from the Bureau of Reclamations purchased from the Contra Costa Water District. According to the DWD Final 2015 Urban Water Management Plan (UWMP), the DWD has a baseline per capita demand of 177 gallons.[30] The proposed project would develop 130 one-bedroom and two-bedroom affordable housing units for senior citizens. Given that the project would limit up to 2.0 persons per unit, the project would add a maximum of 260 residents to the area. Thus, the project is projected to use 46,020 gallons per day, or 51.54 acre-feet per year. The 2015 UWMP indicates that total water supply in the City is anticipated to increase from 16,830 acre-feet in 2020 to 20,411 acre-feet in 2040. The UWMP water supply projections account for existing water use, as well as planned growth within the City limits. Given the relatively small increase and anticipated water surplus by 2020, adequate long-term water supply exists.

Sanitary sewer services are provided to the project site by ISD. The wastewater system is composed of collection, treatment, and effluent recycling facilities. The District operates and maintains the sewer system, which collects wastewater flows from individual developments within the City and conveys them to the District's Water Recycling Facility. Wastewater is ultimately treated and stored either on-site in a large 76 million gallon holding pond or the wastewater is conveyed to an outfall pipe in the San Joaquin River. The Water Recycling Facility has an average daily flow of 2.3 million gallons per day

[30] Diablo Water District. *Final 2015 Urban Water Management Plan* [pg. 3-5]. June 2016.

(mgd). The facility has a treatment capacity of approximately 4.3 mgd. Using standard industry assumptions that (1) domestic water use represents 40 percent of consumption; and (2) wastewater generation represents 90 percent of domestic water use, the proposed project would generate 41,418 gallons of effluent on a daily basis. Thus, the addition of wastewater from the project would represent less two percent of the available capacity. Given the available capacity within the wastewater facility and the small generation of wastewater, the project would not result in inadequate capacity to serve the project's projected demand in addition to the existing commitments. Furthermore, the project would include connection of a new sewer line within the project site to the City's existing infrastructure located in the southeast corner of the site.

Stormwater generated by impervious surfaces would be collected by a series of new drain inlets, by way of drainage pipes sized at approximately 12-inches. Stormwater runoff would then be directed to the various bioretention basins located throughout the project site. As discussed above in Section X, Hydrology, of this IS, the basins would be constructed and sized to meet C.3 standards and properly treat stormwater runoff.

Furthermore, electricity, natural gas, and telecommunications utilities would be provided by way of connections to existing infrastructure located within the immediate project vicinity. Therefore, the project would result in a ***less-than-significant*** impact related to the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.

d,e. Solid waste, recyclable materials, and compostable material collection within the City of Oakley is hauled to Potrero Hills Landfill located in Solano County to the north of the City. The landfill has a maximum permitted throughput of 4,330 tons per day. According to the California Department of Resources Recycling and Recovery (CalRecycle), the Potrero Hills Landfill has a remaining capacity of 13,872,000 cubic yards out of a total permitted capacity of 83,100,000 cubic yards, or 83 percent of the landfill's remaining capacity.[31] Due to the substantial amount of available capacity remaining at Potrero Hills Landfill, sufficient capacity would be available to accommodate the project's solid waste disposal needs. Therefore, a ***less-than-significant*** impact related to solid waste would occur as a result of the proposed project.

[31] California Department of Resources Recycling and Recovery (CalRecycle). *Facility/Site Summary Details: Potrero Hill Landfill (48-AA-0075)*. Available at: https://www2.calrecycle.ca.gov/swfacilities/Directory/48-AA-0075/. Accessed September 10, 2019.

XX. WILDFIRE. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	✖	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	✖	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	✖	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	✖	☐

Discussion

a-d. According to the California Department of Forestry and Fire Protection (CAL FIRE) Fire and Resource Assessment Program, the project site is not located within a Very High or High FHSZ.[32] In addition, the project site is surrounded by urban development characterized by residential and commercial uses and is not subject to risks related to wildfires. Thus, the proposed project would not result in substantial risks or hazards related to wildfires, and a ***less-than-significant*** impact would occur.

[32] California Department of Forestry and Fire Protection. *Contra Costa County, Fire Hazard Severity Zones in SRA*. November 7, 2009.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE.	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	✖	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	✖	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	✖	☐

Discussion

a. As discussed in Section IV, Biological Resources, of this IS/MND, while a limited potential exists for western burrowing owl, Swainson's hawk, white-tailed kite, nesting raptors and migratory birds, and bat species protected by the MBTA to occur on-site, Mitigation Measures IV-1 through IV-5 would ensure that any impacts related to special-status species would be reduced to a less-than-significant level. Furthermore, the proposed project would retain three protected trees and remove the remaining five trees on the project site. Mitigation Measures IV-6 would ensure preservation of the protected trees.

In addition, the project site does not contain any on-site structures or known historic or prehistoric resources. Implementation of the proposed project is not anticipated to have the potential to result in impacts related to historic or prehistoric resources. Nevertheless, Mitigation Measures V-1 and V-2 would ensure that in the event that prehistoric resources are discovered within the project site, such resources would be protected in compliance with the requirements of CEQA and other State standards.

Considering the above, the proposed project would not degrade the quality of the environment, substantially reduce or impact the habitat of fish or wildlife species, cause fish or wildlife populations to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Therefore, a ***less-than-significant*** impact would occur.

b. The proposed project, in conjunction with other development within the City of Oakley, could incrementally contribute to cumulative impacts in the area. However, as demonstrated in this IS/MND, all potential environmental impacts that could occur as a result of project implementation would be reduced to a less-than-significant level through

compliance with the mitigation measures included in this IS/MND, as well as applicable General Plan policies, Municipal Code standards, and other applicable local and State regulations.

All cumulative impacts related to air quality, noise, and transportation are either less than significant after mitigation or less than significant and do not require mitigation. Given the scope of the project, any incremental effects would not be considerable relative to the effects of all past, current, and probably future projects. Therefore, when viewed in conjunction with other closely related past, present, or reasonably foreseeable future projects, development of the proposed project would not result in a cumulatively considerable contribution to cumulative impacts, and the project's incremental contribution to cumulative impacts would be ***less than significant***.

c. As described in this IS/MND, the proposed project would comply with all applicable General Plan policies, Municipal Code standards, other applicable local and State regulations, and mitigation measures included herein. In addition, as discussed in Section III, Air Quality, Section VII, Geology and Soils, Section IX, Hazards and Hazardous Materials, and Section XIII, Noise, of this IS/MND, with the proposed project would not cause substantial effects to human beings, including effects related to exposure to air pollutants, hazardous materials, and noise. Therefore, the proposed project would result in a ***less-than-significant*** impact.

TWIN OAKS SENIOR RESIDENCE

MAY.22.2019

SHEET INDEX

ARCHITECTURAL

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A101 FIRST FLOOR PLAN
A102 SECOND FLOOR PLAN
A103 THIRD FLOOR PLAN
A104 ROOF PLAN
A105 UNIT PLANS AND MIX

A200 ELEVATION DESIGN GUIDELINES
A201 NORTH STREET ELEVATION
A202 EAST ELEVATION
A203 WEST ELEVATION
A204 COURTYARD NORTH ELEVATION
A205 COURTYARD EAST ELEVATION
A206 COURTYARD SOUTH ELEVATION
A207 COURTYARD WEST ELEVATION

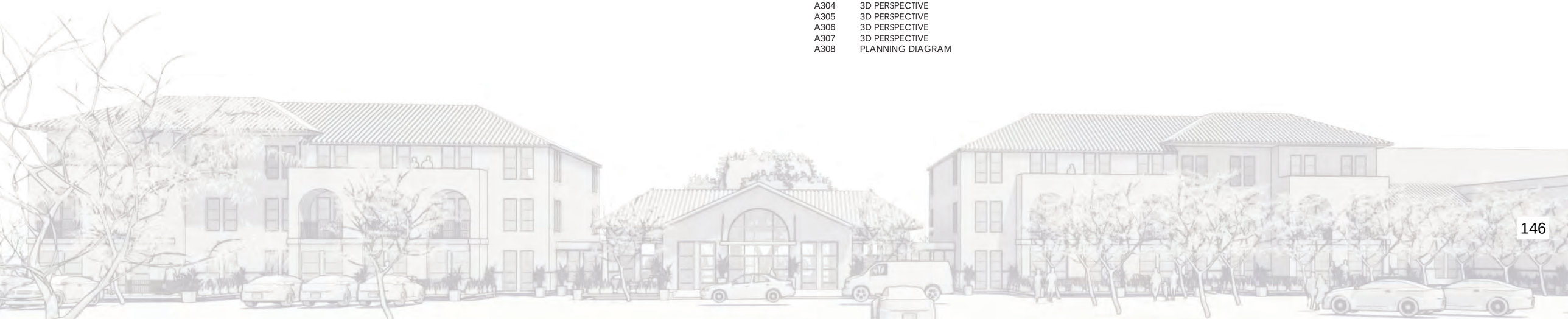
A300 3D PERSPECTIVE
A301 3D PERSPECTIVE
A302 3D PERSPECTIVE
A303 3D PERSPECTIVE
A304 3D PERSPECTIVE
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A305 3D PERSPECTIVE
A306 3D PERSPECTIVE
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A308 PLANNING DIAGRAM

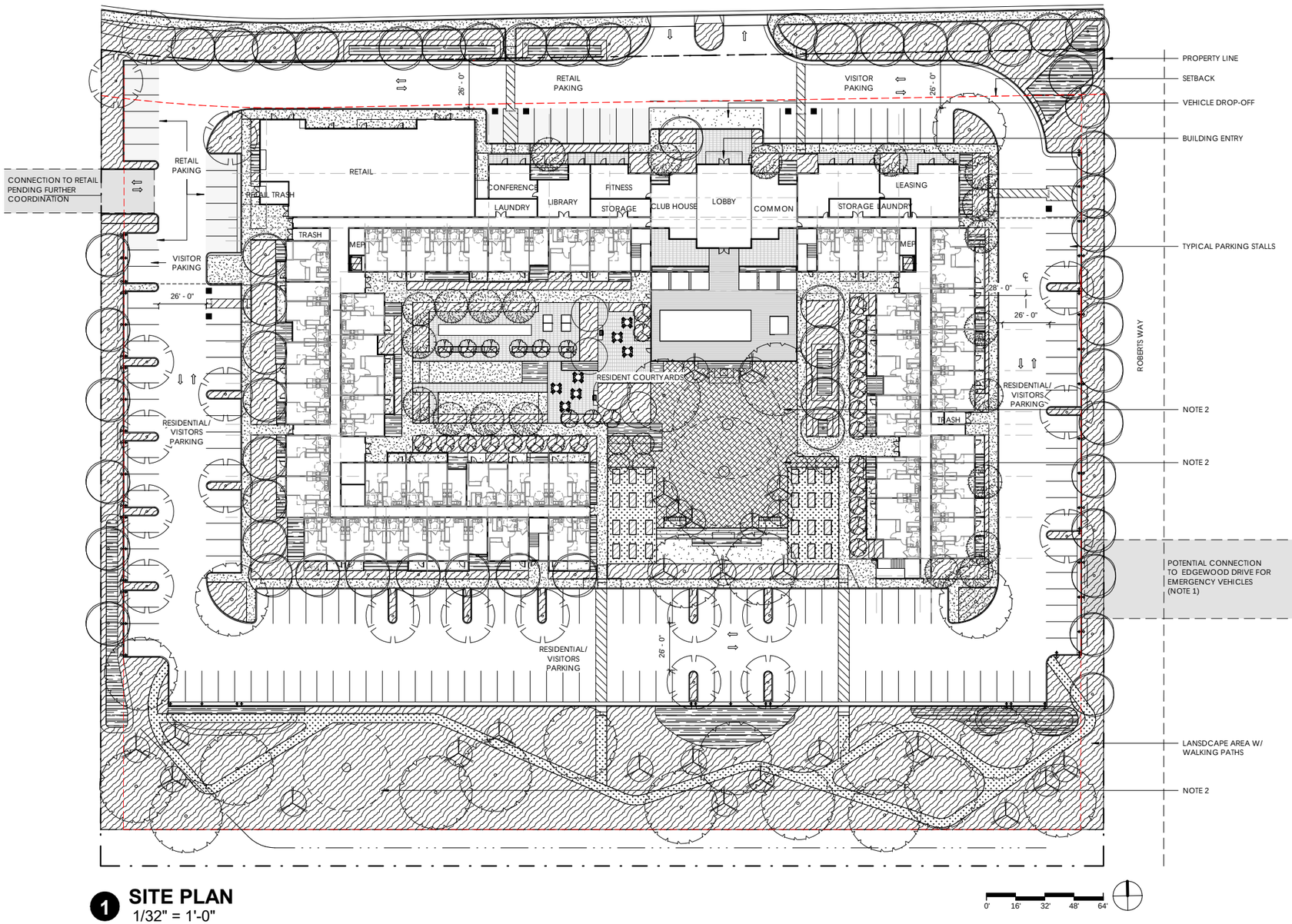
LANDSCAPE

L-1.0 LANDSCAPE LEGEND AND NOTES
L-2.0 LANDSCAPE PLAN

CIVIL

C-1.0 PRELIMINARY GRADING & DRAINAGE
C-2.0 PRELIMINARY STORM WATER CONTROL PLAN





1 **SITE PLAN**
1/32" = 1'-0"

NOTE:
1. *Our team is proposing the potential addition of a second emergency vehicle access only point from Edgewood Dr. This would be provided with a barrier so as to not be open to regular vehicular traffic. This access would require development of a partial roadway across the future Roberts Way only at this location only – no additional development of the future Roberts Way would be proposed or required as part of this project.*

2. *Existing and protected Oak Trees*

Project Description	3-Story Mixed-Use Residential W/ 1-Story Commercial Construction Type V-A		
Existing Zoning	C-General Commercial		
Proposed Zoning	**Multi-Family M-17**		
Site Area		254,650	sf
		5.85	acres
Density Allowed	Basic Allowable	16.7	units/acre
(Per M-17)		97.70	units
	+	35%	density bonus
	Total Allowable	**131.89**	**units**
Density Proposed		98	1BR Unit
		32	2BR Units
		130	**Total Units**
Coverage	Allowable	40%	
	Footprint	44,507	sf
	Site Area	254,650	sf
	Actual	**17.48**	**%**
Floor Area Ratio (FAR)	Allowable	1.00	
	Site Area	254,650	sf
	Building Area	113,909	sf
	Actual FAR	**0.45**	
Parking	**Retail**	4	per 1000 sf
	5500 sf - >	22	req'd
		22	**provided (1 accessible)**
	Residential	1	per unit
	130 unit -->	130	req'd
		133	**provided (3 accessible)**
	Visitors	0.25	per unit
	130 unit -->	33	req'd
		33	**provided (2 accessible)**
Building Height Max.	**36**	**ft**	
Open Area	Required	25%	of site area
		63,663	sf
Landscape	Required	25%	of open area
		15,916	sf
Required Setbacks	Front	25	ft
	Side	25	ft
	Rear	20	ft
	Provided	*see plans*	
Retail Area	**5667 sf - >**	**4.98%**	**%**

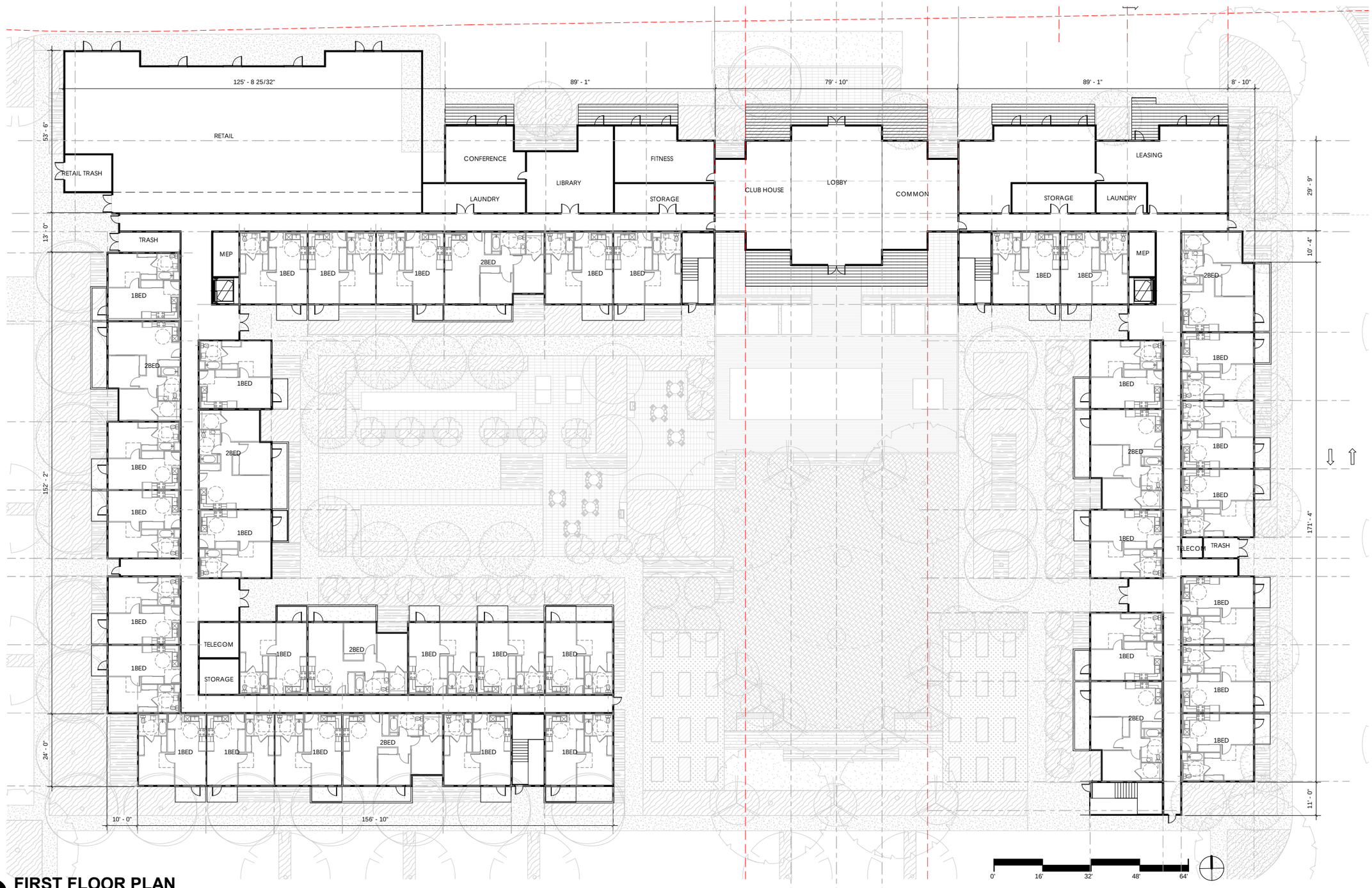
TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT: Highridge Costa — Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	07/17/2019
SCALE:	1/32" = 1'-0"
SHEET NUMBER:	A100

SVA ARCHITECTS



1 **FIRST FLOOR PLAN**
1/16" = 1'-0"

THINK CONTEXT

FIRST FLOOR PLAN

TWIN OAKS SENIOR RESIDENCE

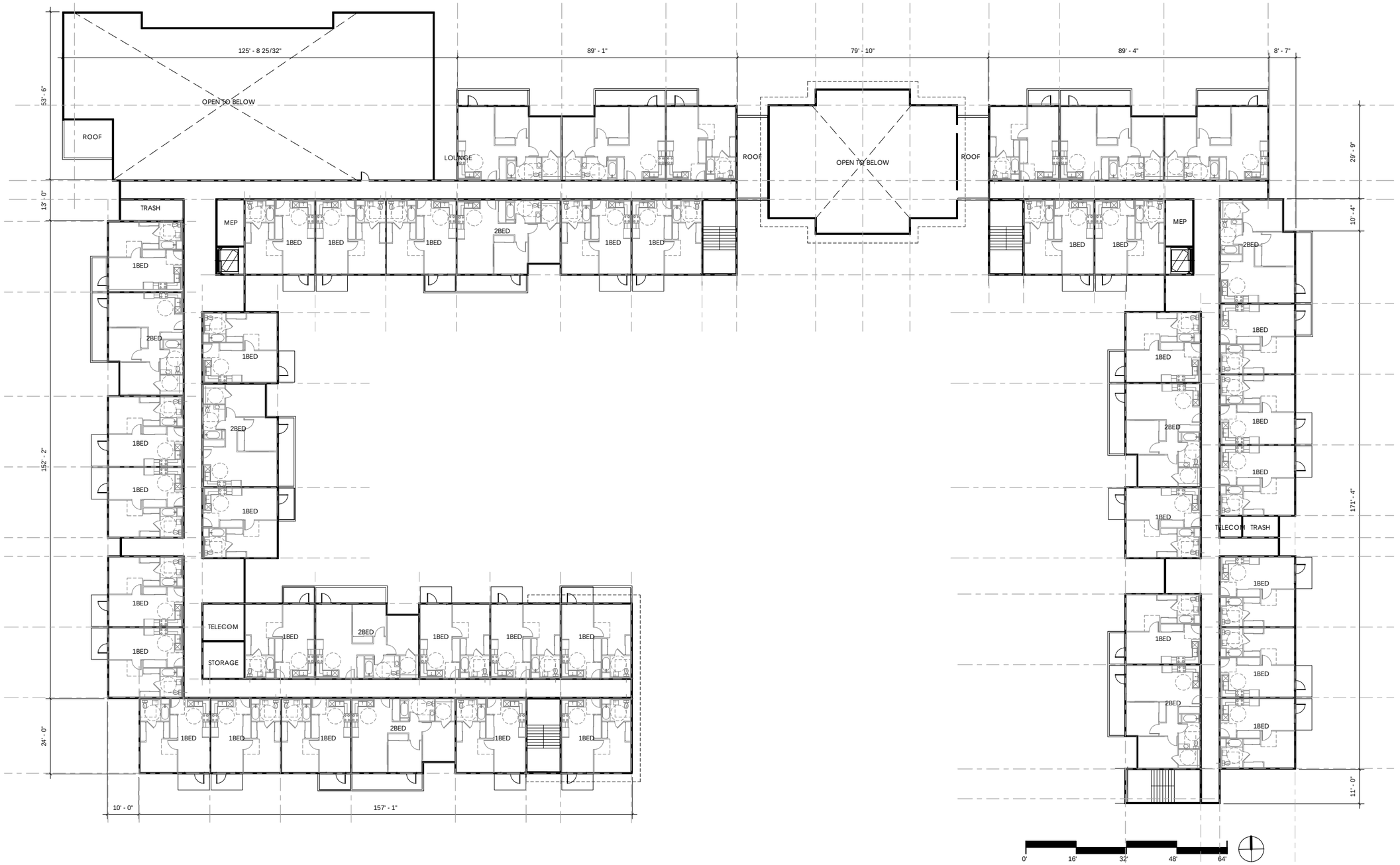
MAIN ST, OAKLEY, CA 94561

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CLIENT:
Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A101

SVA ARCHITECTS



1 SECOND FLOOR PLAN

1/16" = 1'-0"

THINK CONTEXT

SECOND FLOOR PLAN

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

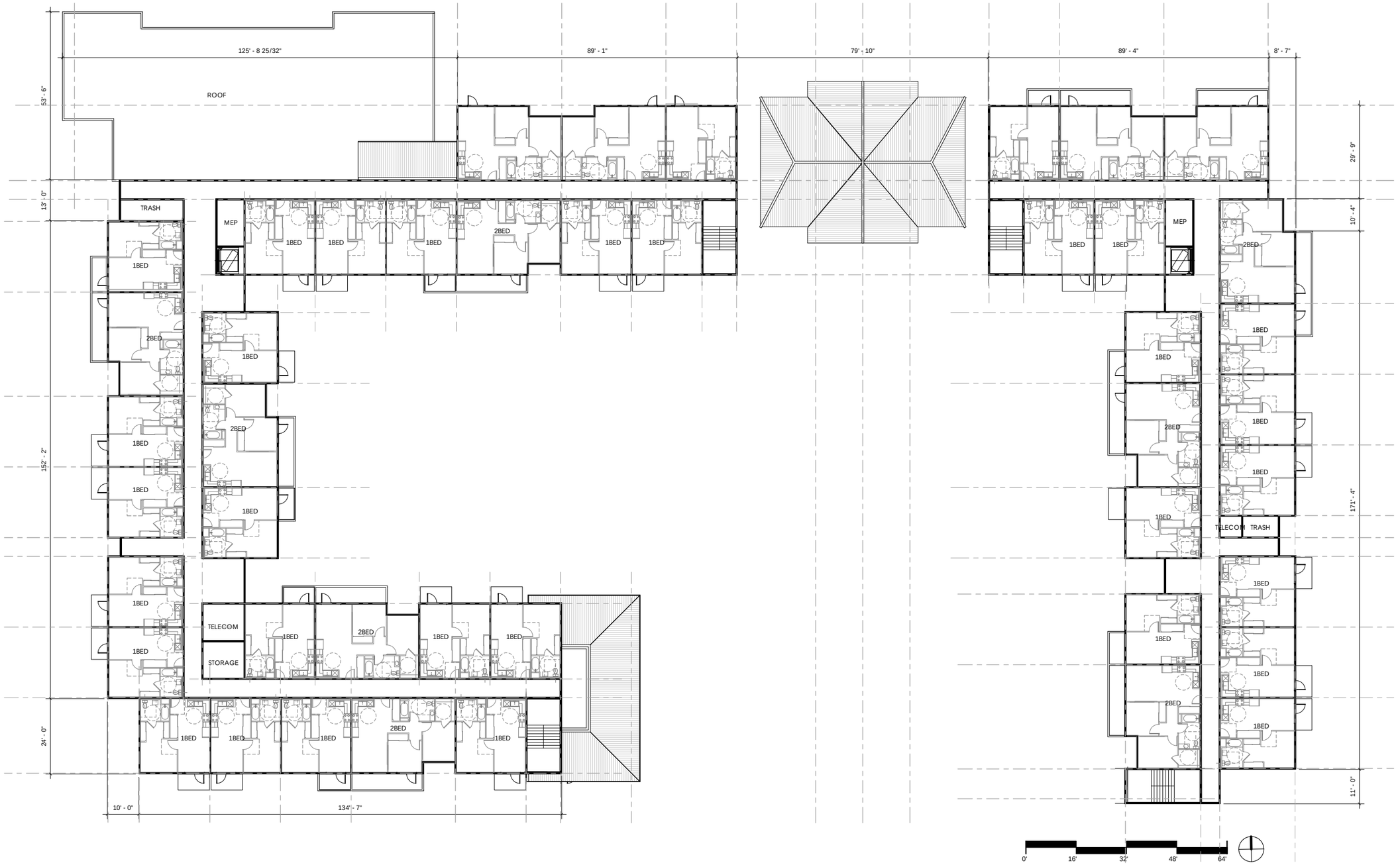
149

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A102

SVA ARCHITECTS



1 THIRD FLOOR PLAN

1/16" = 1'-0"

THINK CONTEXT

THIRD FLOOR PLAN

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

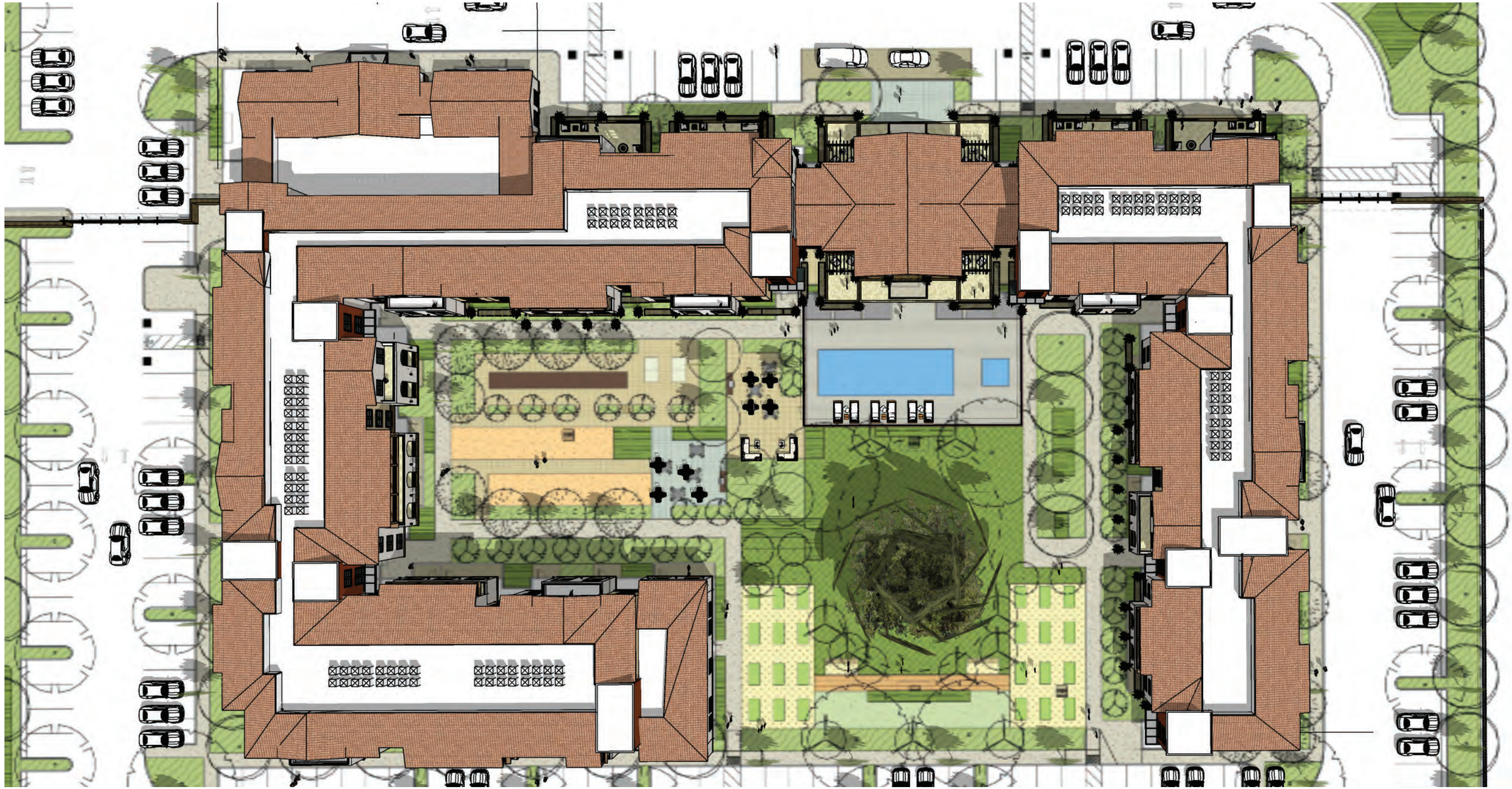
150

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PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A103

SVA ARCHITECTS



THINK CONTEXT

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

ROOF PLAN

CLIENT:

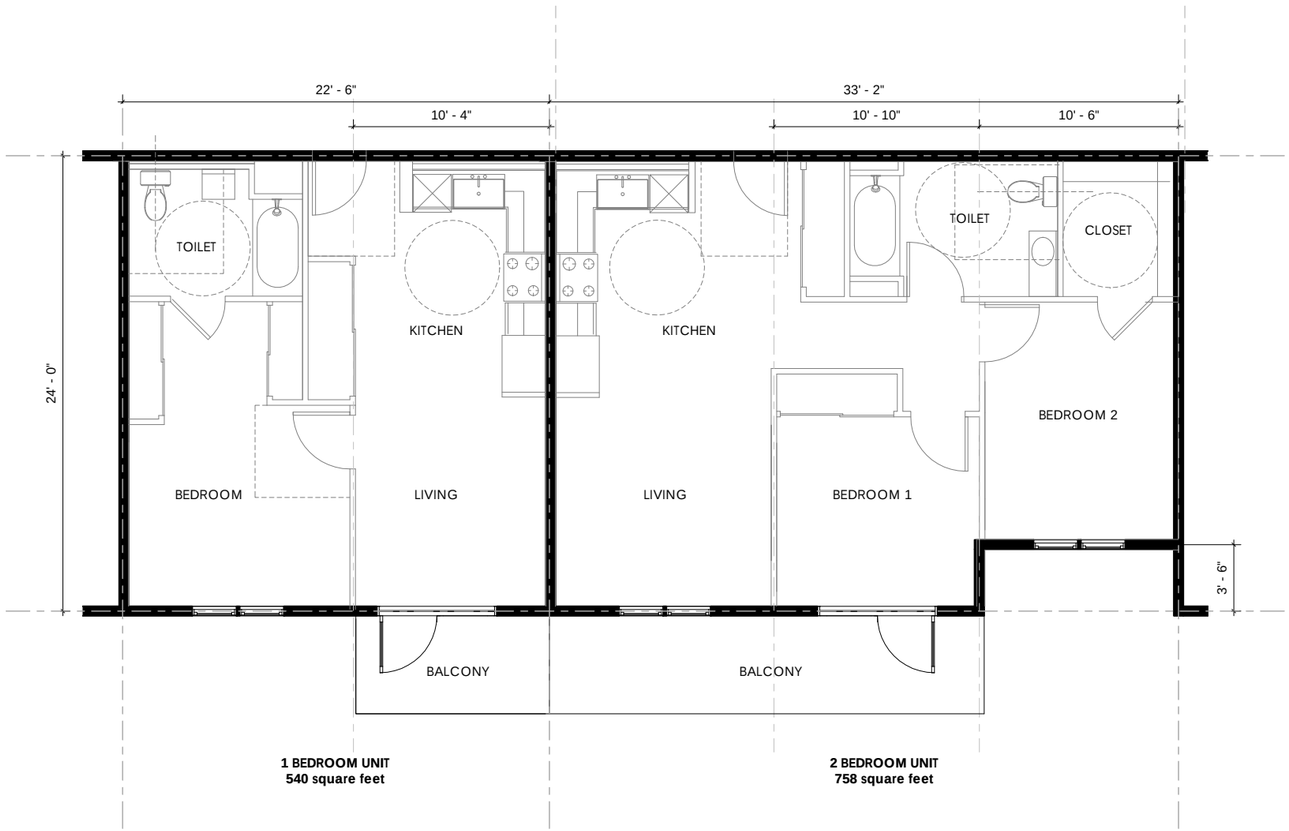
Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A104

SVA ARCHITECTS

UNIT MIX							
UNIT TYPE	SF	LEVEL 1	LEVEL 2	LEVEL 3	%	Units	Net Rent. Area
1 BED	540	32	34	32		98	52,920
					75.38%	98	
2 BED	758	8	12	12		32	24,256
					24.62%	32	
						130	
Total # Units		40	46	44	100.00%	**130**	**77,176**

Density (M-17)	16.7	units / acre
	97.70	units
	35%	bonus density
	131.89	units



1 TYPICAL UNIT PLANS
1/4" = 1'-0"

THINK CONTEXT

UNIT PLANS AND MIX

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

152

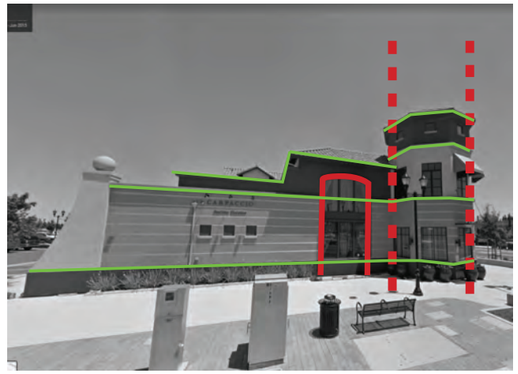
CLIENT: Highridge Costa — Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/4" = 1'-0"
SHEET NUMBER:	A105

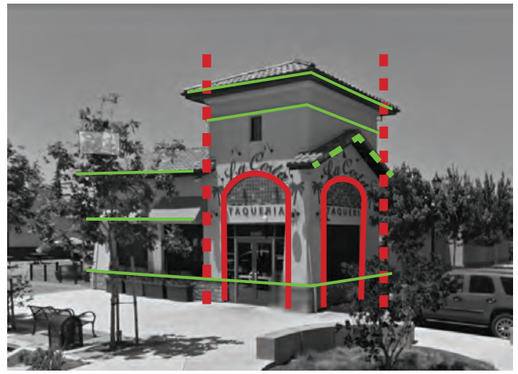
SVA ARCHITECTS

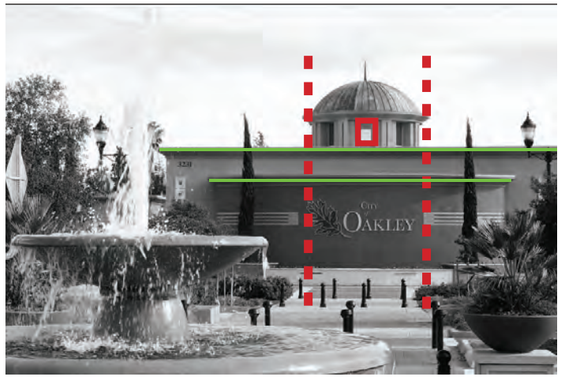
DRAWING INSPIRATION FROM THE EXISTING CONTEXT

As part of the process, the Design Team at SVA Architects looked for inspirations within the City of Oakley. By studying the existing architectural expressions and its main elements such as archways, horizontal elements, pitches and materials, the Design Team was inspired to provide a new product to the City of Oakley that blends with the environment and adds value to its community.













TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT: Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO: 201-40111
DATE ISSUED: 08/09/2019
SCALE:
SHEET NUMBER: A200

SVA ARCHITECTS





THINK CONTEXT

NORTH STREET ELEVATION

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A201

SVA ARCHITECTS





THINK CONTEXT

EAST ELEVATION

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A202

SVA ARCHITECTS





THINK CONTEXT

WEST ELEVATION

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A203

SVA ARCHITECTS





THINK CONTEXT

COURTYARD - NORTH ELEVATION

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A204

SVA ARCHITECTS





THINK CONTEXT

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

COURTYARD - EAST ELEVATION

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A205

SVA ARCHITECTS





THINK CONTEXT

COURTYARD - SOUTH ELEVATION

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A206

SVA ARCHITECTS





THINK CONTEXT

COURTYARD - WEST ELEVATION

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	1/16" = 1'-0"
SHEET NUMBER:	A207

SVA ARCHITECTS



Roof Tiles



Fine Sand Finish Stucco



Window Frame



Fine Sand Finish Stucco



Stone Veneer



NORTH ELEVATION (STREET)

WEST ELEVATION (COURTYWARD)

THINK CONTEXT

MATERIAL BOARD

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

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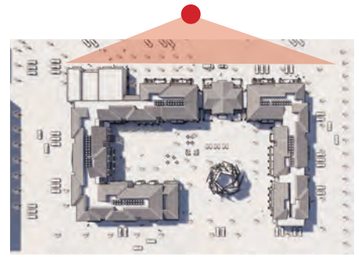
PROJECT NO: 201-40111

DATE ISSUED: 08/09/2019

SCALE:

SHEET NUMBER: A208

SVA ARCHITECTS



MAIN STREET PERSPECTIVE ELEVATION



Lease office given a prominent corner and parking directly in front to facilitate access for prospect future residents

A cozy and inviting Main entry to give the feeling of arriving home.

Ground semi public spaces are open with access to private terraces - this will help activate the street edge and liven the community

Retail facade is warm and inviting, with large open store fronts with an architecture ties in to the entire development.

THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

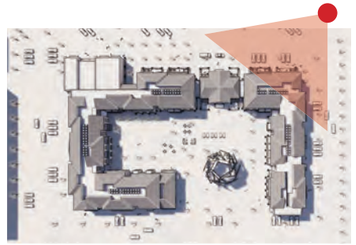
CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	
SHEET NUMBER:	A300

SVA ARCHITECTS

NORTH EAST BIRDS EYE VIEW





THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	
SHEET NUMBER:	A301

SVA ARCHITECTS

SOUTH EAST BIRDS EYE VIEW





THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	
SHEET NUMBER:	A302

SVA ARCHITECTS

SOUTH WEST BIRDS EYE VIEW





THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	
SHEET NUMBER:	A303

SVA ARCHITECTS

SOUTH EAST STREET VIEW





THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO: 201-40111
DATE ISSUED: 08/09/2019
SCALE:
SHEET NUMBER: A304

SVA ARCHITECTS



DROP OFF AREA



THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	
SHEET NUMBER:	A305

SVA ARCHITECTS

CLUB HOUSE & COURTYARD





THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	
SHEET NUMBER:	A306

SVA ARCHITECTS

VIEW OF COURTYARD FROM RESIDENT'S BALCONY





THINK CONTEXT

3D PERSPECTIVE

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

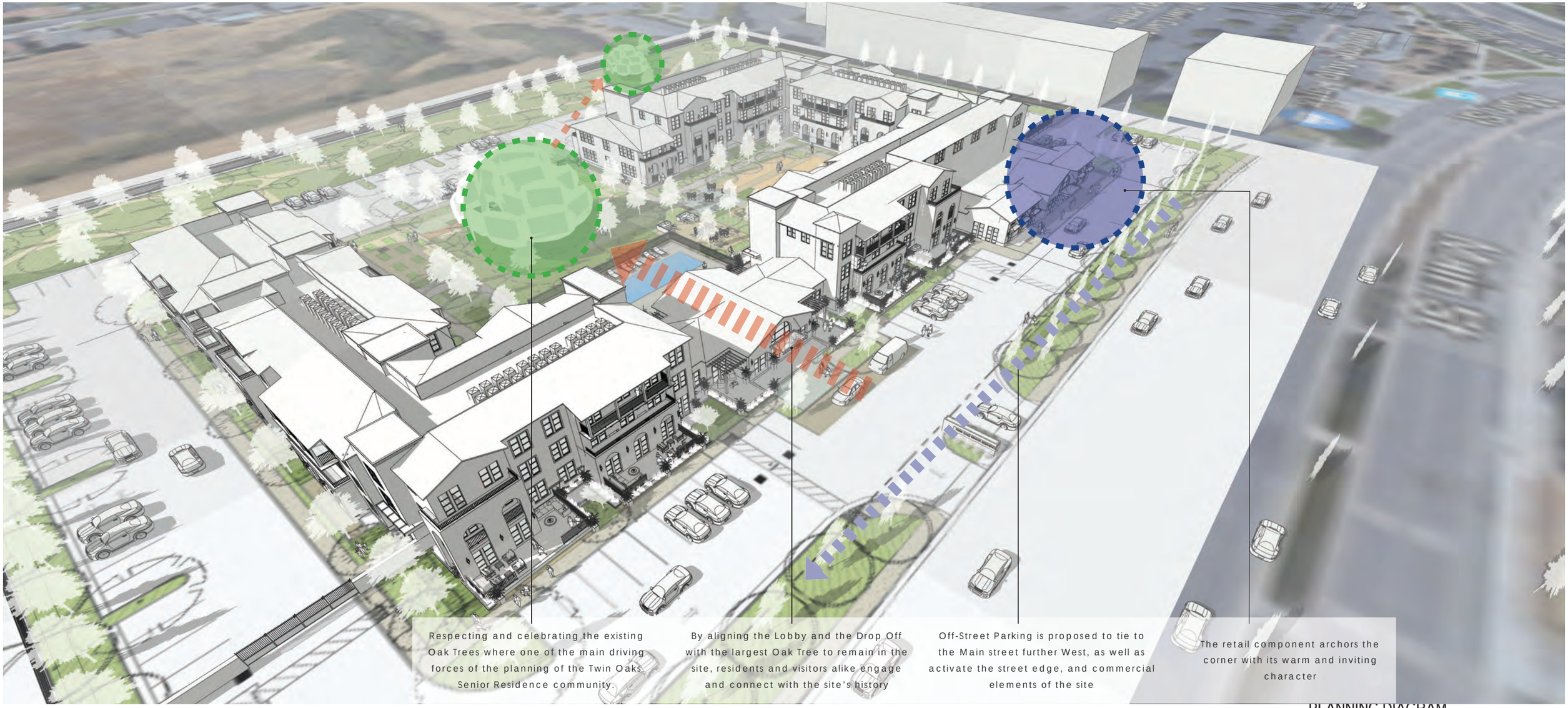
Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO: 201-40111
DATE ISSUED: 08/09/2019
SCALE:
SHEET NUMBER: A307

SVA ARCHITECTS

PLANNING DIAGRAM





Respecting and celebrating the existing Oak Trees where one of the main driving forces of the planning of the Twin Oaks Senior Residence community.

By aligning the Lobby and the Drop Off with the largest Oak Tree to remain in the site, residents and visitors alike engage and connect with the site's history

Off-Street Parking is proposed to tie to the Main street further West, as well as activate the street edge, and commercial elements of the site

The retail component archors the corner with its warm and inviting character

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT:

Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	08/09/2019
SCALE:	
SHEET NUMBER:	A308

SVA ARCHITECTS

PLANTING LEGEND

BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	SPACING	WATER USE	DROUGHT TOLERANT	GROUP
MEDITERRANEAN GARDEN						
AGAVE ATTENUATA 'BOUTIN BLUE'	BLUE AGAVE	1 GAL	4'	LOW	Yes	MEDITERRANEAN GARDEN
ANIGOZANTHOS 'GOLD VELVET'	GOLD VELVET KANGAROO PAW		2'-0"	LOW	Yes	MEDITERRANEAN GARDEN
ANIGOZANTHOS 'REGAL VELVET'	REGAL VELVET KANGAROO PAW		2'-0"	LOW	Yes	MEDITERRANEAN GARDEN
BOUGAINVILLEA HYBRID 'SAN DIEGO RED'	SAN DIEGO RED BOUGAINVILLEA	15 GAL	10'-0"	LOW	Yes	MEDITERRANEAN GARDEN
CALAMAGROSTIS NUTKAENSIS 'THE KING'	PACIFIC REED GRASS	1 GAL	2'-0"	MODERATE	No	MEDITERRANEAN GARDEN
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERESTER'	FEATHER REED GRASS	1 GAL	2'-0"	MODERATE	No	MEDITERRANEAN GARDEN
CALLISTEMON VIMINALIS 'BETTER JOHN'	DWARF BOTTLEBRUSH 'BETTER JOHN'		5'-0"	LOW	Yes	MEDITERRANEAN GARDEN
CISTUS 'SUNSET'	ROCKROSE	1 GAL	6'-0"	LOW	Yes	MEDITERRANEAN GARDEN
FEIJOA SELLOWIANA	PINEAPPLE GUAVA	24" BOX	10'-0"	MODERATE	No	MEDITERRANEAN GARDEN
GREVILLEA 'BONFIRE'	ROSEMARY GREVILLEA	1 GAL	5'-0"	LOW	Yes	MEDITERRANEAN GARDEN
LAVANDULA X. INTERMEDIA 'PROVENCE'	PROVENCE LAVENDER	4" CONT	3'-0"	LOW	Yes	MEDITERRANEAN GARDEN
MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTLE	15 GAL	3'-0"	LOW	Yes	MEDITERRANEAN GARDEN
OLEA EUROPAEA 'MONTRA'	LITTLE OLIVE		4'-0"	VERY LOW	Yes	MEDITERRANEAN GARDEN
POLYGALA X. DALMAISIANA	SWEET PEA SHRUB	5 GAL	3'-0"	LOW	Yes	MEDITERRANEAN GARDEN
SENECIO CYLINDRICUS	NARROW-LEAF CHALKSTICKS	5 GAL	2'-0"	LOW	Yes	MEDITERRANEAN GARDEN
DECORATIVE LANDSCAPE						
ARCTOSTAPHYLOS 'CARMEL SUR'	CARMEL SUR MANZANITA	5 GAL	6'-0"	LOW	Yes	DECORATIVE LANDSCAPE
ARCTOSTAPHYLOS 'SUNSET'	MANZANITA		4'-0"	LOW	Yes	DECORATIVE LANDSCAPE
CEANOTHUS GRISEUS 'YANKEE POINT'	YANKEE POINT CEANOTHUS		8'-0"	LOW	Yes	DECORATIVE LANDSCAPE
CERCIS OCCIDENTALIS	WESTERN REDBUD	36" BOX	10'-0"	VERY LOW	Yes	DECORATIVE LANDSCAPE
COPROSMA X KIRKII 'VARIEGATA'	COPROSMA	1 GAL	4'-0"	LOW	Yes	DECORATIVE LANDSCAPE
DIANELLA CAERULEA 'CASSA BLUE'	BLUE FLAX LILLY		2'-6"	MODERATE	No	DECORATIVE LANDSCAPE
DIETES BICOLOR	FORTNIGHT LILY	5 GAL	3'-0"	LOW	Yes	DECORATIVE LANDSCAPE
LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH		2'-0"	LOW	Yes	DECORATIVE LANDSCAPE
RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'	COFFEEBERRY	24" BOX	6'-0"	LOW	Yes	DECORATIVE LANDSCAPE
SALVIA APIANA	WHITE SAGE	5 GAL	5'-0"	VERY LOW	Yes	DECORATIVE LANDSCAPE
WESTRINGIA FRUTICOSA 'MORNING LIGHT'	COAST ROSEMARY		3'-0"	LOW	Yes	DECORATIVE LANDSCAPE
BIOSWALE						
BACCHARIS PILULARIS 'PIGEON POINT'	PIGEON POINT COYOTE BRUSH	5 GAL	6' 0"	LOW	Yes	BIOSWALE
CAREX TUMULICOLA	FOOTHILL SEDGE	1 GAL	2'-0"	LOW	Yes	BIOSWALE
CHONDROPETALUM TECTORUM	CAPE RUSH	5 GAL	4'-0"	LOW	Yes	BIOSWALE
GARRYA ELLIPTICA	COAST SILKTASSEL		8'-0"	LOW	Yes	BIOSWALE
JUNCUS PATENS 'ELK BLUE'	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL	2'-0"	LOW	Yes	BIOSWALE
LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE	1 GAL	5'-0"	LOW	Yes	BIOSWALE
MIMULUS AURANTIACUS	BUSH MONKEY FLOWER	5 GAL	3'-0"	VERY LOW	Yes	BIOSWALE

PLANTS WILL CONFORM WITH DIABLO WATER DISTRICT LANDSCAPE AND IRRIGATION REQUIREMENTS.



6' POOL FENCE
LANDSCAPE FORMS LINES HALF INCH VERTICAL ROD
LANDSCAPE FORMS 800-521-2546 www.landscapeforms.com



6' AUTOMATED GATE
AMERISTAR MONTAGE HOLLOW STEEL
AMERISTAR 888-333-3422 www.ameristarfence.com



6' PERIMETER FENCE
AMERISTAR MONTAGE HOLLOW STEEL
AMERISTAR 888-333-3422 www.ameristarfence.com

PERCENT OF LANDSCAPING

PARKING LOT AREA = 64,238
TREE CANOPY=32,120

SHADE FOR PARKING LOT

PERCENTAGE OF PARKING LOT SHADED = 50%

TREE LIST

BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	SPACING	WATER USE	DROUGHT TOLERANT
TREE					
ACER CIRCINATUM	VINE MAPLE	24" BOX	10'-0"	MODERATE	No
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'-0"	VERY LOW	Yes
GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY MAIDENHAIR TREE	24" BOX	20'-0"	MODERATE	No
MALUS SPP.	APPLE	24" BOX	12'-0"	MODERATE	No
QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	40'-0"	VERY LOW	Yes
QUERCUS VIRGINIANA	VIRGINIA OAK		60'-0"	MODERATE	No
ROBINIA X AMBIGUA 'PURPLE ROBE'	PINK FLOWERING LOCUST	24" BOX	30'-0"	LOW	Yes
ZELKOVA SERRATA 'VILLAGE GREEN'	VILLAGE GREEN ZELKOVA	24" BOX	45'-0"	MODERATE	No

EXISTING TREES TO REMAIN

TREE NUMBER	BOTANIC NAME
3	QUERCUS AGRIFOLIA
2	QUERCUS AGRIFOLIA
4	QUERCUS AGRIFOLIA

TREE NUMBERS REFERENCE ARBORIST REPORT BY TREE MANAGEMENT EXPERTS 5/14/19

TREE PRESERVATION & REMOVAL NOTES

1. PROJECT ARBORIST TO BE PROVIDED AND IDENTIFIED BY OWNERS REPRESENTATIVE AT START OF PROJECT. PROJECT ARBORIST TO BE A CERTIFIED ARBORIST OR CERTIFIED TREE WORKER (INTERNATIONAL SOCIETY OF ARBORICULTURE). PROJECT ARBORIST TO MEET WITH THE CONTRACTOR, LANDSCAPE ARCHITECT ON SITE TO DISCUSS TREE PRESERVATION, REVIEW THE LOCATION OF THE TREE PROTECTION FENCING, OTHER TREE PROTECTIONS AND WORK PROCEDURES AROUND TREES PRIOR TO CONSTRUCTION AND BE PRESENT ON SITE FOR ALL WORK WITHIN TREE PROTECTION ZONE OF EXISTING TREES.
2. ARBORIST REPORT PREPARED BY CONSULTING ARBORIST ON DATE. CONTRACTORS TO REVIEW REPORT PRIOR TO BEGINNING WORK AND IMPLEMENT PROTECTION STRATEGIES. REQUEST COPIES OF REPORT FROM OWNER'S REPRESENTATIVE.
3. BEFORE ANY DEMOLITION OR CONSTRUCTION ACTIVITY BEGINS COMPLETELY ENCLOSE THE TREE PROTECTION ZONE (TPZ) AS SHOWN ON TREE PRESERVATION PLAN AND ARBORIST REPORT, INSTALL ALL SPECIFIED TRUNK PROTECTION AND ROOT BUFFERS. FENCING AND OTHER PROTECTIONS TO REMAIN IN PLACE UNTIL GRADING AND CONSTRUCTION IS COMPLETED.
4. CONTRACTOR NOT TO ENGAGE IN ANY CONSTRUCTION ACTIVITY WITHIN THE TPZ WITHOUT THE APPROVAL OF THE PROJECT ARBORIST OF LANDSCAPE ARCHITECT INCLUDING: OPERATING, MOVING OR STORING EQUIPMENT; STORING OR STAGING SUPPLIES OR MATERIALS. DO NOT PERMIT EMPLOYEES TO ENTER FENCED AREAS.
5. DO NOT OPERATE OR PARK VEHICLES OR HEAVY EQUIPMENT WITHIN THE TPZ.
6. STRICTLY MINIMIZE GRADING, CONSTRUCTION AND DEMOLITION WORK TO OCCUR WITHIN THE TPZ. ALL WORK WITHIN TPZ MUST BE MONITORED AND APPROVED BY THE PROJECT ARBORIST.
7. ALL EXCAVATION AND OR TRENCHING WORK DONE WITHIN THE TPZ IS TO BE DONE BY HAND OR AIR TOOLS ONLY.
8. ALL PRUNING, BRANCH TIE BACK, TREE REMOVAL, ROOT PRUNING AND STUMP REMOVAL IS TO BE DIRECTLY SUPERVISED BY AN ISA CERTIFIED ARBORIST.
9. IMMEDIATELY REPORT ANY INJURY DONE TO A TREE DURING CONSTRUCTION TO THE PROJECT ARBORIST SO THAT APPROPRIATE TREATMENTS CAN BE APPLIED.
10. TREE PRUNING NEEDED FOR CLEARANCE DURING CONSTRUCTION MUST BE PERFORMED BY A CERTIFIED ARBORIST AND NOT BY CONSTRUCTION PERSONNEL.
11. ROOT PRUNING REQUIRED FOR CONSTRUCTION PURPOSES MUST RECEIVE THE PRIOR APPROVAL OF, AND BE SUPERVISED BY THE PROJECT ARBORIST.
12. CONTRACTOR TO MINIMIZE DISTURBANCE TO EXISTING TREE ROOTS ON SITE. OUTSIDE OF THE TPZ, ANY ROOT LARGER THAN 1" OBSTRUCTING CONSTRUCTION TO BE CUT CLEANLY WITH A SAW. IF ANY ROOTS GREATER THAN 2" ARE ENCOUNTERED STOP WORK AND CONTACT THE LANDSCAPE ARCHITECT/PROJECT ARBORIST IMMEDIATELY.

AIRSPADE TRENCHING NOTES:

1. ALL TRENCHING AROUND TREES IS TO BE COMPLETED WITH THE USE OF AN AIRSPADE TO A DEPTH NEEDED TO EXPOSE ROOTS FOR REVIEW.
2. ALL AIRSPADE WORK IS TO BE COMPLETED BY AN EXPERIENCED TREE COMPANY UNDER THE SUPERVISION OF A CERTIFIED ARBORIST.
3. SOIL FROM AIRSPADE WORK IS TO BE COLLECTED AND STORED ON SITE TO BE RETURNED TO THE EXPOSED ROOT AREAS ONCE TRENCHING WORK IS COMPLETED.
4. REQUIRED CUTTING OF ANY ROOTS ENCOUNTERED DURING THE TRENCHING PROCESS IS ONLY TO BE DONE AFTER A CERTIFIED ARBORIST HAS MADE A VISUAL ASSESSMENT AND GIVEN DIRECTION ON THE CUTTING.
5. ROOTS EXPOSED DURING THE TRENCHING PROCESS MUST BE PROTECTED AS MUCH AS POSSIBLE. COVER EXPOSED ROOTS WITH BURLAP AND KEEP MOIST. ONCE THE TRENCHING WORK HAS BEEN COMPLETED, RETURN THE EXCAVATED SOIL TO THE EXPOSED ROOTS AND INSTALL MULCH AS A PROTECTIVE LAYER.

LANDSCAPE PLANTING NARRATIVE

MEDITERRANEAN GARDEN: REMINISCENT OF THE MEDITERRANEAN PLANTING IN A BOTANICAL GARDEN, THIS AREA OF THE LANDSCAPE WILL HAVE A MIX OF FAMILIAR AND NEW SPECIES FROM THE MEDITERRANEAN CLIMATE. THE LANDSCAPE WILL FOCUS ON SHOW STOPPING SEASONAL COLOR AND INTEREST IN A NATURALISTIC PLANTING ARRANGEMENT. BEING MEDITERRANEAN, THESE PLANTS WILL REQUIRE LOW WATER AND MAINTENANCE, WHILE STILL REMAINING LUSH AND VIBRANT.

DECORATIVE LANDSCAPE: THE PLANTING IN THESE AREAS WILL FOCUS ON TYING TOGETHER THE VARIOUS SPACES AND BUILDINGS. THERE WILL BE LARGER SWATHS OF FLOWERING SHRUBS, ORNAMENTAL GRASSES AND GROUND COVERS. THE PLANTING WILL INCLUDE TRIED AND TRUE LOW WATER AND MAINTENANCE LANDSCAPE PLANTS INCLUDING CALIFORNIA NATIVES.

BIOSWALE: BIOSWALE PLANTING WILL BE LIMITED TO PLANTS THAT REQUIRE LOW IRRIGATION BUT STILL TAKE A SEASONAL INFLUX OF WATER. THE PLANT SELECTION INCLUDES A VARIETY OF TEXTURES AND FOLIAGE COLOR FOR YEAR ROUND INTEREST.

THINK CONTEXT

Twin Oaks Senior Residence

MAIN ST, OAKLEY, CA 94561

PGAdesign
LANDSCAPE ARCHITECTS
tel 510.465.1284 url PGAdesign.com
444 17th Street Oakland CA 94612

LICENSED LANDSCAPE ARCHITECT — KEVIN KARLENSKI — 4824 — Registered — OCT. 31, 2019 — Renewal Date — 08/08/19 — Date — STATE OF CALIFORNIA

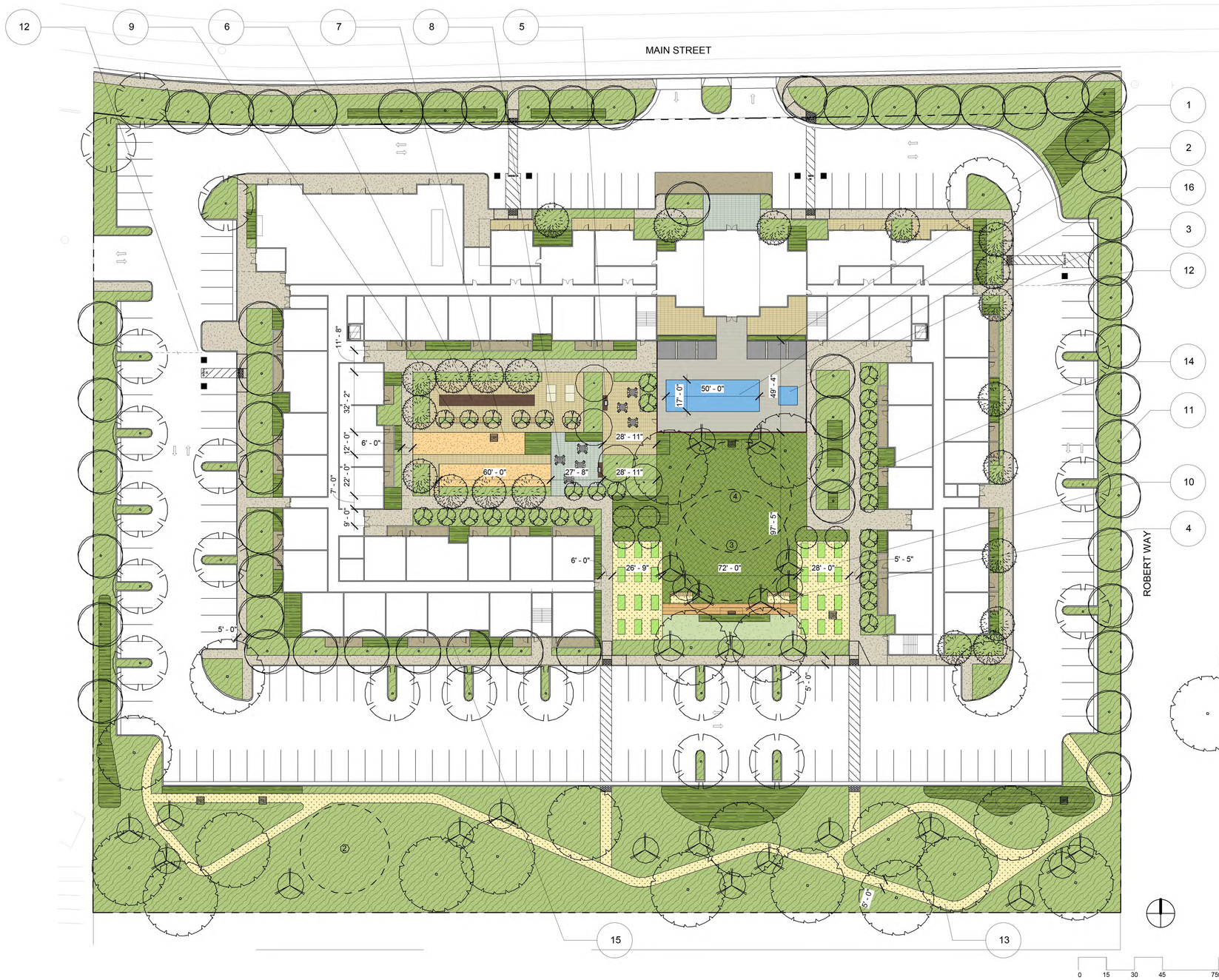
CLIENT:
Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO: 9971
DATE ISSUED: 08/08/19
SCALE:

LANDSCAPE LEGENDS AND NOTES

SHEET NUMBER: L1.0

SVA ARCHITECTS



KEYNOTE LEGEND

1. POOL CABANAS
2. POOL
3. SPA
4. BENCHES IN DG PATIO
5. BBQ
6. SHUFFLE BOARD
7. BOCCE COURT
8. MOVEABLE FURNITURE
9. BENCH SEATING
10. VEGETABLE BEDS
11. PERIMETER FENCE
12. REMOTE VEHICULAR GATED ENTRY
13. DECOMPOSED GRANITE WALKING PATH
14. NATIVE/MEDITTERANEAN GARDEN AROUND EXISTING COAST LIVE OAK TREE, MULCH AND DO NOT DISTURB GRADE BENEATH OAK TREE
15. PRIVATE PATIOS
16. POOL FENCE

MATERIALS LEGEND

- BIOSWALE
- MEDITTERANIAN GARDEN
- DECORATIVE LANDSCAPE
- LAWN
- POOL DECK PAVING
- CONCRETE
- COLORED CONCRETE WITH DECORATIVE SCORE PATTERN
- DECOMPOSED GRANITE
- RAISED WOOD DECK

TREES LEGEND

- EXISTING OAK TREE
- QUERCUS VIRGINIANA (VIRGINIA OAK)
- QUERCUS AGRIFOLIA (LIVE OAK)
- ROBINIA X AMBINGUA 'PURPLE ROBE' (PINK FLOWERING LOCUST)
- ZELKOVA SERRATA 'VILLAGE GREEN' (VILLAGE GREEN ZELKOBA)
- GINKGO BILOBA PRINCETON SENTRY (PRINCETON SENTRY 'MAIDENHAIR TREE)
- CERCIS OCCIDENTALIS (WESTERN REDBUD)
- MALUS SPP. (APPLE)
- ACER CIRCINATUM (VINE MAPLE)

THINK CONTEXT

Twin Oaks Senior Residence

MAIN ST, OAKLEY, CA 94561

Landscape Plan

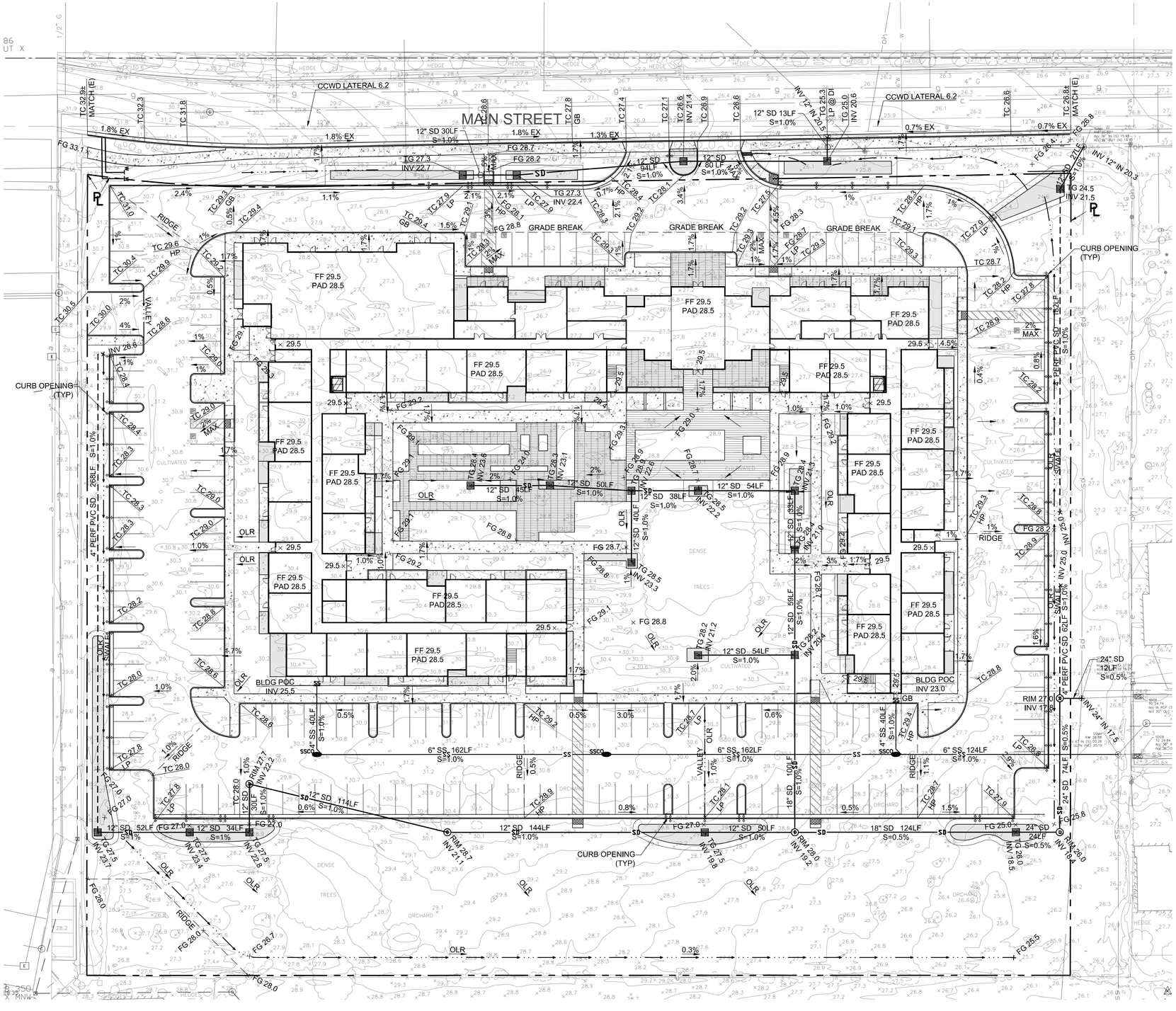
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444 17th Street Oakland CA 94612

LICENSED LANDSCAPE ARCHITECT
KAREN KIOLENSKY 4924
OCT. 31, 2019
Renewal Date
08/08/19
Date
STATE OF CALIFORNIA

CLIENT:
Highridge Costa
Creating a Blueprint for a Better Nation

PROJECT NO:	9971
DATE ISSUED:	08/08/19
SCALE:	1" = 30'- 0"
SHEET NUMBER:	L2.0

SVA ARCHITECTS



LEGEND

- PROPERTY LINE
- GRADE BREAK
- RIDGE
- VALLEY
- CURB
- CURB AND GUTTER
- CURB OPENING LOCATION
- DRAINAGE DIRECTION
- DRAINAGE INLET
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE

ABBREVIATIONS

BC	BEGINNING OF CURVE
EC	END OF CURVE
(E), EX	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
GB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
MAX	MAXIMUM
OLR	OVERLAND RELEASE
℄	PROPERTY LINE
TC	TOP OF CURB
TDC	TOP OF DEPRESSED CURB

NOTES

1. FINISHED FLOOR ELEVATION FOR ENTIRE BUILDING IS 29.50.
2. PRELIMINARY PAD ELEVATION BASED UPON ASSUMED 12" THICK SLAB FOUNDATION SECTION. ACTUAL FOUNDATION TO BE DETERMINED BY STRUCTURAL ENGINEER DURING FINAL DESIGN.
3. ON SITE PARKING SHOWN IS 2.5" HMA ON 4" CLASS II PER GEOTECH REPORT BY KRAZAN DATED MAY 8, 2019.
4. SEE STORMWATER CONTROL PLAN FOR ADDITIONAL INFORMATION.
5. ALL UTILITY LOCATIONS SHOWN ARE FROM SCHEMATIC RECORDS. POSITIVE LOCATION OF UTILITIES IS REQUIRED PRIOR TO CONSTRUCTION.

GRADING QUANTITY NOTES

THE FOLLOWING ARE THE PRELIMINARY GRADING QUANTITIES AS CALCULATED BY EARTHCALC (05/21/19):

TOTAL CUT	4,989 CY
TOTAL FILL	5,153 CY
TOTAL GRADING - CUT/FILL	10,142 CY
NET IMPORT	164 CY

NOTE: THESE QUANTITIES ARE RAW AND DO NOT INCLUDE TRENCH SPOILS, IMPORTED TRENCH BACKFILL OR IMPORTED BUILDING STRUCTURAL FILLS AND OVER EXCAVATION OF UNSUITABLE FILL MATERIAL. SHRINKAGE AND SWELL FACTORS HAVE NOT BEEN DEVELOPED OR PROVIDED BY THE GEOTECHNICAL ENGINEER. NO SHRINKAGE OR SWELL FACTORS HAVE BEEN APPLIED TO THESE QUANTITIES.

ASSUMED VALUES:
BUILDING FOUNDATION 12"
PAVEMENT 8"
SIDEWALK 8"
STRIPING 6"
DRIVEWAY 12"

PRELIMINARY GRADING & DRAINAGE PLAN

Twin Oaks Senior Residence

MAIN ST. OAKLEY, CA
APN: 035-011-030-0

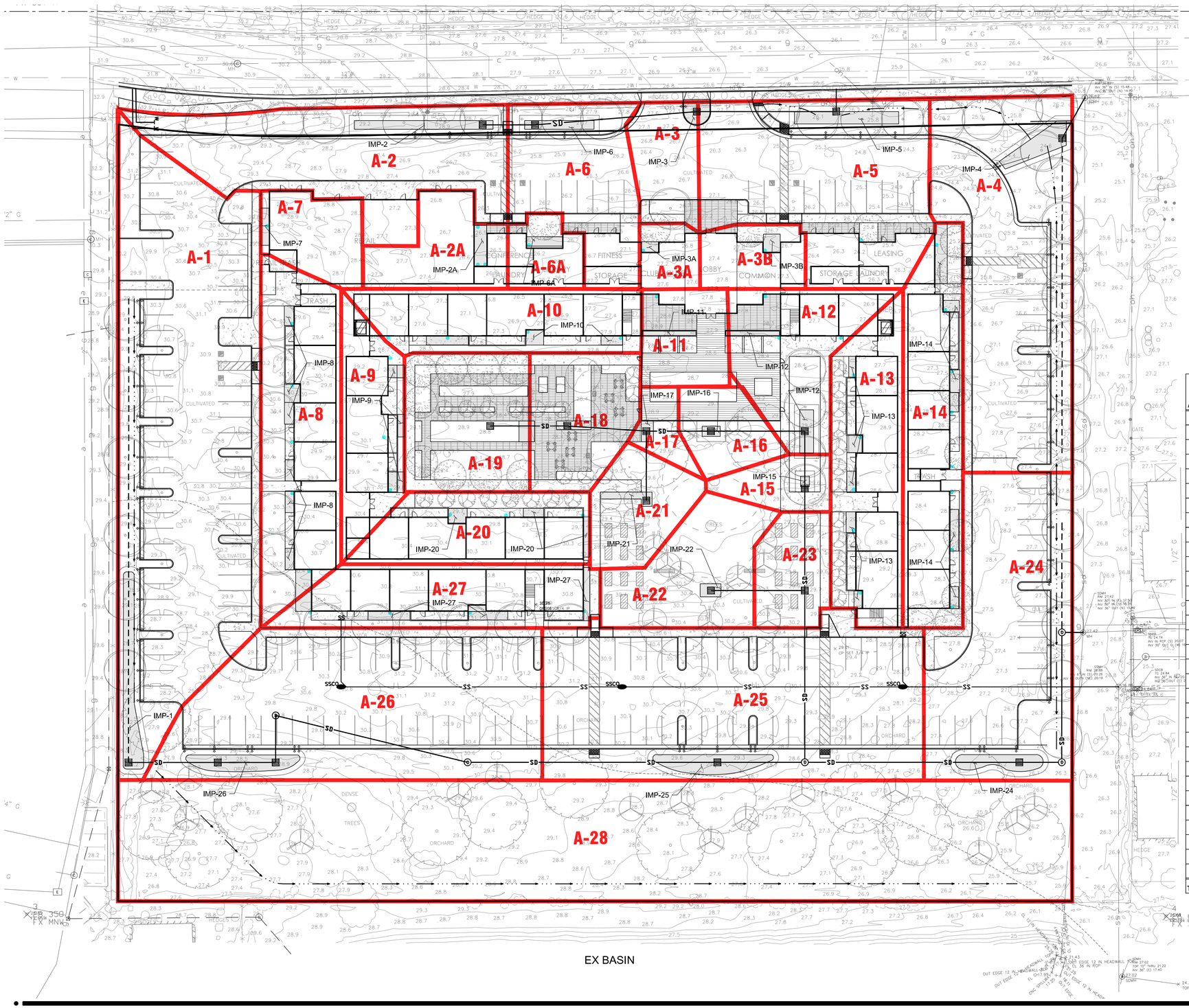
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650.349.2151
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CLIENT: Highridge Costa — Creating a Blueprint for a Better Nation

PROJECT NO:
DATE ISSUED:
SCALE:
SHEET NUMBER: C-1.0

SVA ARCHITECTS

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LEGEND

- PROPERTY LINE
- GRADE BREAK
- RIDGE
- VALLEY
- CURB
- CURB AND GUTTER
- CATCHMENT AREA BOUNDARY
- BIORETENTION AREA
- CURB OPENING LOCATION
- DRAINAGE DIRECTION
- DRAINAGE INLET
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- DOWN SPOUTS

N

0 15 30 60 90

0 1 2 3

Area Name	Total Catchment Area (SF)	Pavement Area (SF)	Pavement DMA #	Concrete (SW/patio) (SF)	Concrete DMA #	Roof Area (SF)	Roof DMA #	Landscape Area (SF)	Landscape #	IMP Size Required (SF)	IMP Size Provided (SF)	IMP #
A-1	25,640	17,302	A-1 AC	1,848	A-1 Conc			5,654	A-1 LS	766	836	IMP1
A-2	10,882	5,427	A-2 AC	1,282	A-2 Conc	863	A-2 Roof	2,910	A-2 LS	303	400	IMP2
A-2A	3,338			65	A-2A Conc	3,109	A-3 Roof	-	A-2A LS	127	164	IMP2A
A-3	2,622	1,957	A-3 AC	322	A-3 Conc			151	A-3 LS	91	192	IMP3
A-3A	1,295			24	A-3A Conc	903	A-3A Roof	311	A-3A LS	37	57	IMP3A
A-3B	2,196			57	A-3B Conc	1,719	A-3B Roof	320	A-3B LS	71	100	IMP3B
A-4	15,038	7,826	A-4 AC	905	A-4 Conc			5,874	A-4 LS	349	433	IMP4
A-5	12,204	6,447	A-5 AC	1,569	A-5 Conc	2,010	A-5 Roof	1,748	A-5 LS	401	430	IMP5
A-6	6,192	3,320	A-6 AC	257	A-6 Conc	1,006	A-6 Roof	1,409	A-6 LS	183	200	IMP6
A-6A	1,704			59	A-6A Conc	1,237	A-6A Roof	298	A-6A LS	52	110	IMP7
A-7	2,701					2,529	A-7 Roof	70	A-7 LS	101	102	IMP7
A-8	8,686			1,223	A-8 Conc	4,741	A-8 Roof	2,442	A-8 LS	239	280	IMP8
A-9	4,324			789	A-9 Conc	3,230	A-9 Roof	140	A-9 LS	161	165	IMP9
A-10	5,812			808	A-10 Conc	4,349	A-10 Roof	388	A-10 LS	206	267	IMP10
A-11	2,722			1,908	A-11 Conc	399	A-11 Roof	321	A-11 LS	92	95	IMP11
A-12	5,473			2,106	A-12 Conc	2,239	A-12 Roof	849	A-12 LS	174	280	IMP12
A-13	7,167			876	A-13 Conc	4,772	A-13 Roof	1,213	A-13 LS	226	306	IMP13
A-14	7,678			868	A-14 Conc	5,243	A-14 Roof	939	A-14 LS	244	628	IMP14
A-15	1,562			522	A-15 Conc			1,010	A-15 LS	21	30	IMP15
A-16	2,765			685	A-16 Conc			2,035	A-16 LS	27	45	IMP16
A-17	1,125			479	A-17 Conc			621	A-17 LS	19	25	IMP17
A-18	4,536			3,395	A-18 Conc			996	A-18 LS	136	145	IMP18
A-19	5,785			3,480	A-19 Conc			2,156	A-19 LS	139	149	IMP19
A-20	5,157			646	A-20 Conc	3,480	A-20 Roof	861	A-20 LS	165	170	IMP20
A-21	3,273			456	A-21 Conc			2,787	A-21 LS	18	30	IMP21
A-22	5,169							5,147	A-22 LS	-	22	IMP22
A-23	2,719			334	A-23 Conc			2,361	A-23 LS	13	24	IMP23
A-24	19,114	7,931	A-24 AC	747	A-24 Conc			10,036	A-24 LS	347	400	IMP24
A-25	19,608	13,726	A-25 AC	1,365	A-25 Conc			3,897	A-25 LS	604	620	IMP25
A-26	17,671	11,927	A-26 AC	929	A-26 Conc			4,265	A-26 LS	514	550	IMP26
A-27	6,294			1,025	A-27 Conc	4,144	A-27 Roof	915	A-27 LS	207	210	IMP27
A-28	38,378							38,378	A-28 LS	-		IMP28
Totals	**258,830**	**75,863**		**29,028**		**45,972**		**100,502**		**6,035**	**7,465**	

PRELIMINARY STORMWATER CONTROL PLAN

Twin Oaks Senior Residence

MAIN ST. OAKLEY, CA
APN: 035-011-030-0

WILSEY HAM
Engineering, Surveying & Planning
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CLIENT: Highridge Costa — Creating a Blueprint for a Better Nation

PROJECT NO:
DATE ISSUED:
SCALE:
SHEET NUMBER: 1 of 1

SVA ARCHITECTS

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RESOLUTION NO. XX-19

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING A CONDITIONAL USE PERMIT AND DESIGN REVIEW FOR THE PROJECT TITLED "TWIN OAKS SENIOR RESIDENCE MIXED-USE PROJECT (CUP 02-19, DR 07-19)" LOCATED AT 2605 MAIN STREET (APN 035-011-030)

FINDINGS

WHEREAS, on May 24, 2019, Highridge Costa Development Company, LLC ("Applicant") filed an application requesting approval of 1) a Conditional Use Permit to develop a mixed-use project on an approximately 5.85-acre site consisting of a 3-story, 130-unit, age-restricted (62 and up) and affordable senior apartment complex with 5,667 sq. ft. of 1-story, street-fronting commercial space (CUP 02-19), and 2) Design Review of site development and building architecture (DR 07-19). The project site is located at 2605 Main Street and is zoned General Commercial (C) District. APN: 035-011-030. ("Project"); and

WHEREAS, in the conjunction with the CUP and DR applications, the Applicant also submitted a request for approval of a Density Bonus Housing Agreement (DBA) to allow a maximum 35% increase in density (or apx. 98 units to 130 units) per Oakley Municipal Code section 9.1.412 Residential Density Bonus and Incentives (DBA 01-19). Action approving the DBA is included in a separate resolution; and

WHEREAS, on July 18, 2019, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project is designated as *Commercial (CO)* in the Oakley 2020 General Plan, and zoned General Commercial (C) District on the Oakley Zoning Map; and

WHEREAS, Oakley Municipal Code subsection 9.1.504(c)17 allows "Mixed-Use (multifamily residential in conjunction with commercial)" subject to approval of a conditional use permit; and

WHEREAS, an Initial Study and Mitigated Negative Declaration ("ISMND") have been prepared for this project pursuant to the California Environmental Quality Act (CEQA). The Notice of Intent to Adopt a MND and Initial Study was circulated for public review and comment from September 19, 2019 to October 8, 2019. It was filed with the County Clerk, and sent out to over 60 public agencies, to parties requesting such notice, and to residents and owners of properties directly adjacent to the project site; and

WHEREAS, on or before September 27, 2019, the Notice of Public Hearing for the Project was duly noticed by being 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 subject property's boundaries, and mailed or emailed to outside agencies and parties requesting such notice; and

WHEREAS, on October 8, 2019, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public and applicant, 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 conditioned; 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 upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, the City's Residential Design Guidelines, and the information submitted to the City Council at its October 8, 2019 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record"); and

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the approvals:

A. The Initial Study/Mitigated Negative Declaration and Notice of Intent to Adopt a Mitigated Negative Declaration ("MND") have been prepared and made available for public comment, pursuant to the California Environmental Quality Act (CEQA) Guidelines. The Initial Study found that the project will have a less than significant effect on the environment, and the City Council hereby adopts the project MND (Attachment to the October 8, 2019 Staff Report).

B. In regards to the application requesting approval of a Conditional Use Permit as described in the project Staff Report and this resolution for the project titled, "Twin Oaks Senior Residence Mixed-Use Project (CUP 02-19)":

    1. 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, the proposed project meets all development standards in both the C and M-17 Districts, which could both apply due to the mixed-use component of the development, with the exception of building height, which is 35 feet maximum in the C District (buildings are proposed at 36 feet high). This could be addressed through

one of the concessions permitted in conjunction with the DBA. Adequate setbacks are provided with additional setbacks from adjacent uses created by designing the project with landscaping and parking around the perimeter;

2. 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 site fronts onto Main Street, which is already improved to its full width and includes curb, gutter and sidewalks along the project frontage. Main Street is defined as a major arterial in the General Plan;

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 intended character of the area is a combination of commercial uses serving nearby residential neighborhoods and a broader commercial attraction by the nearby shopping center. The use of senior residential and fronting commercial space will be compatible with that character by not only providing additional and new commercial space, but by bolstering that space and the existing commercial uses with 130 additional units of active-senior residents. In addition, the site will be looked after and maintained by onsite management and will be expected and conditioned to maintain a minimum standard of aesthetics for the live of the project;

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, the project site has remained an essentially vacant site on a major corridor for the entirety of Oakley's existence, both as a community and city. Development of this project will provide a much needed asset (affordable, age-restricted apartments) in a managed setting nearby walkable commercial uses and transit (Tri-Delta Transit bus stops) in the form of infill development, and

5. The proposed use, including any conditions attached thereto, will be established in compliance with the applicable provisions of the California Environmental Quality Act.

C. In regards to the application requesting Design Review as described in the project Staff Report and this resolution for the project titled, "Twin Oaks Senior Residence Mixed-Use Project (DR 07-19)":

1. The proposed project includes buildings that front Main Street, but are significantly setback from adjacent properties, which being three stories will provide a prominent street presence while minimizing the impact on

neighboring uses. The parking is situated along the perimeter of the project, with an additional landscape buffer along the property lines;

2. Architecture of the buildings takes on a Mediterranean design with low lying roofs that completely screen all roof top equipment. Sections of the buildings are color-blocked to enhance the projections and relief along the facades. The white and earth-tones combined with the stone-veneer base and color-blocks will provide a clean and sectional appearance to the building, which will assist in breaking up the horizontal length;

3. Landscaping is designed well with both decorative landscaping used throughout the site, and a Mediterranean garden to enhance and supplement the building architecture. The three significant and impressive coastal oak trees will be preserved and the two located more toward the center will be a focal point for the active courtyard used by the residents and their guests. Trees will line the Main Street frontage and act as a buffer between the site and properties to the east. The passive park located along the southern property line will provide a significant buffer and relaxing atmosphere for the residents; and

4. The Main Street frontage is already improved with curb, gutter and sidewalk. The project will enhance this frontage with the addition of approximately 20 24" box trees, and a separated driveway ingress/egress that includes a low-lying project wall and sign.

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 of the Applicant's request for Conditional Use Permit and Design Review approval, 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 application received by the Community Development Department on **May 24, 2019,** as well as additional information acquired since that time and made part of the project file.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO A CERTIFICATE OF OCCUPANCY UNLESS OTHERWISE NOTED:

PLANNING DIVISION CONDITIONS OF APPROVAL

General:

1. This Conditional Use Permit (CUP 02-19) and Design Review (DR 07-19) is approved, as shown on the plans date stamped by the Planning Division on August 20, 2019, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.

2. This approval shall be effectuated within a period of one (1) year from the effective date of this resolution by pulling a permit related to the physical development of the site, or when clear and visible evidence is demonstrated on the subject property as to its beginning and continual development thereafter until completed, and if not effectuated shall expire on October 8, 2020. 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 submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on October 8, 2019, and as modified by the condition of approval 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).

California Environmental Quality Act (CEQA):

8. The Applicant shall implement all Mitigation Measures as included in the adopted Mitigated Negative Declaration for the project. A copy of the Mitigation, Monitoring, and Reporting Plan (MMRP), which includes all Mitigation Measures, is included as Exhibit "A" to this Resolution.

Site Plan:

9. All parking stall striping shall be double striped.

10. A lighting and photometric plan shall be submitted with the building permit plans. The minimum requirement shall be one foot of candle light within public parking areas and pedestrian pathways.

11. Light poles shall be a maximum height of 25 feet above adjacent grade.

12. The trash enclosures for both the commercial and residential uses shall match Mount Diablo Resource Recovery 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.

13. Storage shall be contained inside the building. Storage containers are not allowed and pallets, boxes, cardboard etc. shall not be stored outside.

Architecture:

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

15. The light fixtures on the commercial building shall be decorative fixtures per the review and approval of the Community Development Director.

Landscaping Requirements:

16. A landscaping and irrigation plan for all areas shown on the site plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. The landscaping plan shall include the project's frontage within the public right of way.

17. Landscaping shall conform to the Oakley Water Efficient Landscape Ordinance and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance, and shall be installed prior to 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. Certification shall be

on the plans in the form of a stamp and/or signature on a statement that the plans comply with this condition.

18. California native drought tolerant plant or shall be used as much as possible. All trees shall be a mix of fifteen-gallon, 24-inch box and 36-inch box, all shrubs shall be a minimum five-gallon size, except as otherwise noted. The Applicant shall install 36" box trees along the project frontage rather than 24" box trees, if feasible based on availability.

19. Parking lot trees shall provide 50 percent shading of the parking areas at tree maturity, which is indicated on the approved plans. Any modification to the landscaping plans shall recalculate this number.

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

21. If occupancy is requested prior to the installation of the landscape and irrigation improvements, then either a cash deposit or a letter of credit shall be delivered to the City for 125 percent of the estimated cost of the uncompleted portion of the landscape and irrigation improvements. If compliance is not achieved after six months of occupancy as determined by the Community Development Director, the City shall contract for the completion of the landscaping and irrigation improvements to be paid for by the held sum. The City shall return the unused portion within one year of receipt or at the completion of all work.

22. Landscaping shall be maintained as shown on the landscape plan in perpetuity.

BUILDING DIVISION CONDITIONS OF APPROVAL

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

24. An Automatic Life Safety Sprinkler System shall be required in all new construction pursuant to Ordinance 22-06. The Automatic Life Safety Sprinkler Systems in commercial and industrial buildings shall be designed and installed to the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association). Automatic Life Safety Sprinkler Systems in hotels and apartments shall be installed to the stands and requirements found in the most recent version of the NFPA, Standard 13R.

25. Prior to requesting a Certificate of Occupancy from the Building Division all Conditions of Approval required to occupancy must be completed.

PUBLIC WORKS AND ENGINEERING DEPARTMENT CONDITIONS OF APPROVAL

26. 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 received by the Community Development Department and made a part of the City Council's meeting packet as approved and adopted Resolutions and Ordinances.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF AN ENCROACHMENT PERMIT AND/OR GRADING PERMIT:

27. GENERAL.

    a. All conditions of approval and mitigation measures in the MMRP (Exhibit "A") for this project shall be provided on all submitted plan check sets. It is the responsibility of the applicant/developer to ensure all project contractors are aware of and abide by all conditions of approval and mitigation measures.

    b. 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 City special permit is issued. The applicant/owner/developer 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 applicant/owner/developer's expense.

    c. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project, include the drawings and specifications necessary to implement the required stormwater control measures, and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.

    d. Pursuant to the adopted fee schedule, in the event additional processing services by the Public Works and Engineering Department are required due to changes, modifications, additions, errors, omissions, or discrepancies caused by the applicant/owner/developer or agent/representative, the applicant/owner/developer shall pay an additional fee as determined by the City Engineer to cover for the actual expense related to this project.

28. SUBDIVISION IMPROVEMENT AGREEMENT. The applicant/owner/developer shall enter into an agreement to construct public improvements.

29. ENCROACHMENT PERMIT. All work in the public right-of-way, including any blockage or partial closure of sidewalks, will require an Encroachment Permit. Special provisions such as limitations on work hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.

30. GRADING PERMIT.

    a. All earthwork must comply with the City's Grading Ordinance. A Grading Permit must be issued by the Public Works and Engineering Department prior to site disturbance.

    b. If the project site is located in Special Flood Zone Hazard Area, submit a *Letter of Map Revision* application or the appropriate application to the Federal Emergency Management Agency (FEMA) to remove building pads that are currently within the Special Flood Hazard Area Zone XX. FEMA must issue no less than a *Conditional Letter of Map Revision* prior to the City Engineer issuing building permits for the lots affected by Zone XX designation. The applicant should be aware of the requirements of the Federal Flood Insurance Program and the City's Floodplain Management Ordinance as they pertain to future construction of any structures on this property.

31. PUBLIC WORKS AND ENGINEERING DEPARTMENT INSPECTIONS. The applicant/owner/developer's 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.

32. NEIGHBOR CONSENT. Letters of consent or construction agreements for right-of-entry to construct from the property owner(s) of impacted properties shall be provided prior to issuance of any City permit. The letters shall address any impacts to property as well as potential utility relocations.

33. NEIGHBORHOOD CONSTRUCTION COMMUNICATION PLAN. The applicant shall initiate a weekly neighborhood e-mail notification program to provide project status updates. The e-mail notices will also be posted on a bulletin board placed in a prominent location along the project perimeter.

34. PRE-CONSTRUCTION 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's Conditions of Approval, working hours, site maintenance and other construction matters; and

b. Acknowledge in writing that they have read and understand the Project's 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's Conditions of Approval will be posted on site at all times during construction.

35. EROSION CONTROL.

a. Interim and final erosion control plans shall be prepared and submitted to the Public Works and Engineering 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 National Pollutant Discharge Elimination System (NPDES) Permit.

b. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the 'Notice of Intent' is active.

36. DUST CONTROL.

a. 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 Engineer. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed 25 MPH. All trucks hauling soil, sand, or other loose debris shall be covered.

37. 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.

38. TRAFFIC CONTROL PLAN. The applicant/owner/developer will be required to work with the Public Works and Engineering Department to develop a traffic control plan per the current California Manual on Uniform Traffic Control Devices (MUTCD). This plan will include, but not be limited to, the following measures:

    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, and special events. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.

    b. Flag persons shall be placed at locations necessary to control one-way traffic flow, if required. All flag persons shall have the capability of communicating with each other to coordinate the operation.

    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation and lane closures on main arterial and collector streets and will be permitted only between the hours of 8:30AM to 2:30PM on Monday, Tuesday, Thursday, and Friday, and 8:30AM to 12:00PM on Wednesday

    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 and Engineering Department.

    f. Sidewalk Closure. Any proposed blockage or partial closure of the sidewalk requires an encroachment permit. Special provisions such as limitations on work hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.

39. 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.

40. 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 and Engineering Inspector and shall comply with all Title 24 Disabled Access provisions. Developer shall request a walk-through with the Public Works and Engineering Construction Inspector before the start of construction to verify existing conditions.

41. 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 and Engineering Inspector during the construction phase of the project.

42. 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 and Engineering Inspector during the construction phase of the project.

43. 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 and Engineering Department.

44. 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 applicant/owner/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:

45. GEOLOGY AND SOIL MITIGATION MEASURES (SOILS & GEOLGOIC REPORT). A geotechnical investigation is required 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. A geotechnical study shall provide recommendations for Site grading as well as the design of foundations, retaining walls, concrete slap-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections.

    Submit one (1) copy of the geotechnical study/soils report with the grading permit and the public improvement application(s) to the City Engineer to review. This report shall include specific criteria and standards governing site grading, drainage, pavement design, retaining wall design, and erosion control and should substantiate the design features incorporated into the project site including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. All recommendations of the investigation shall be incorporated into Project's plans.

    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/owner/developer's soils engineer's approval shall then be conveyed to the City Engineer either by letter or by signing the plans. The report(s) shall be "wet stamped" by a licensed civil engineer or geologist in conformance with Section 6735 of the California Business and Professions Code.

46. GRADING.

    a. Submit grading plans (prepared by a registered civil engineer) with a complete Erosion Control Plan that includes erosion control measures and revegetation plans to the City Engineer for review. An appropriate processing fee, in accordance with the Municipal Code and these conditions of approval, is required.

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 not limited to: silt fences, fiber rolls (with locations and details), erosion control blankets, seeding specifications, etc.

b. Grade all pads so that they drain directly to the public street at a minimum of one percent without the use of private drainage systems through rear and side yards.

c. Grade any slopes with a vertical height of four (4) feet or more at a slope of 3:1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's Building Code.

d. 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, telephone 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.

e. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.

f. Submit a Haul Route Plan to the City Engineer for review and approval prior to importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan, the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to restore any utilized routes to the pre-construction condition.

g. 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 of California's Water Resources Control Board. The Water Discharger Identification (WDID) Number shall be shown on the grading plan prior to approval by the City Engineer.

h. The burying of any construction debris is prohibited on construction sites.

i. Retaining Walls. Show all retaining walls on the grading plans. Add the following note to all grading plan sheets: "A building permit, issued by Building Department, will be required for any retaining walls greater in four (4) feet in height and or including surcharge".

47. NPDES – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.

a. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long-term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first occupied building or unit.

b. 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.

c. 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 PUBLIC STREET IMPROVEMENT PLAN:

48. PUBLIC ROADWAY & STREET IMPROVEMENTS. Construct the Project's streets to City public road standards and as shown on the Approved Development Plan, Tentative Map and with the minimum requirements unless exceptions granted by the City Engineer. Plans for those improvements shall be prepared by a California Registered Civil Engineer, reviewed and approved by the City.

    a. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.

    b. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree (90°) turns of project streets can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic, then they shall be included in the roadway/street improvement plans.

    c. Dead-end access roads in excess of one hundred fifty feet (150') long shall be provided with approved provisions for the turning around to meet Fire District requirements and City's standards for a street end layout.

    d. All frontage improvements within project limits shall include curb, gutter, sidewalk, street lights, hardscape median island with landscaping, tie-in roadway paving, signing, striping, and storm drainage as required. Roadway improvements shall meet taper requirements for the posted miles per hour for the street.

    e. Driveway Approach. The applicant/owner/developer shall install City standard commercial driveway approach(es). The new driveway approach shall be constructed per the City's Standard Plans.

    f. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

    g. All stormwater quality treatment facilities are to be constructed onsite and not in public right of way. Maintenance of the facilities are the responsibility of the Property Owners or Associations.

h. Public sidewalk fronting Main Street shall remain with the acceptation of the curb cut for the site access driveway.

i. Provide written agreement and acceptance for the propose connection at Robert Road. Robert Road is a private street.

49. 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 consistent with the plans for Drainage Zone Area 29 as prepared by the Contra Costa County Flood Control and Water Conservation District.

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.

c. Design and construct all storm drainage facilities in compliance with the Municipal Code and City's Design Guidelines and Standard Plans.

d. Roof rainwater leaders are to be discharged onto energy dissipaters (splash blocks), which are designed to spread out the rain water so that it enters the landscaped areas as sheet flow. Runoff from the site should not be collected into a pipe system, concentrated, or discharged down slope. Control off-site drainage, flowing on to the site similarly. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property. Retaining walls shall include provide provisions for drainage.

e. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

f. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

50. SIGHT DISTANCE EXHIBIT.

a. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Main Street. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping

and cross sections and shall provide sight distance for a design speed of Main Street at this location. The plan shall extend a minimum of 150 feet ± beyond the limits of the proposed work.

b. For the project driveways' ingress and egress, provide an exhibit that will analyze the sight distance required for the appropriate speed limit on Main Street and other public streets identified with this project as required by the City Engineer.

51. 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 Engineer before altered work is started. A plan revision must be submitted for approval by the City Engineer.

52. JOINT TRENCH PLANS. The applicant shall submit Joint Trench Plans to the City for review prior to approval of improvement plans or recordation of the final map. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. The joint trench plans shall include street and/or site lighting and associated photometrics. A letter shall be provided by PG&E stating that public streetlight billing will be per Rule LS2A, and that private lights shall be metered with billing to the HOA. Pole numbers, assigned by PG&E, shall be clearly delineated on the plans.

53. UTILITIES & UNDERGROUNDING.

a. Underground all new and existing utility distribution facilities (excluding high voltage transmission lines), including those along the frontage of Main Street. The applicant/owner/developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television, and communication conduits/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 Project's Improvement Plan submittals. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

b. Underground all new and existing utility distribution facilities per City of Oakley code section Title 6 Chapter 8 Underground Utility Districts.

c. 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.

d. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

e. 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.

54. STREET LIGHTS. Install streetlights along all project streets and the project's main frontage along Main Street. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights on the project streets shall be decorative per City Standards and the lights along Main Street shall be spun aluminum "cobra head" style as required by the City of Oakley Standard Plans.

55. LANDSCAPING IN PUBLIC RIGHT OF WAY.

a. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these Conditions of Approval.

b. Install public right-of-way landscaping along Main Street. The applicant/owner/developer shall work with the Community Development Department and the City Engineer for the design, construction and completion of the public landscaping concurrent with the phased development of the Project. As part of the plan check process for the landscaping, the applicant/owner/developer shall develop a construction schedule approved by the Community Development Director to provide for timely completion of the landscaping concurrent with development. Public landscape phasing shall be generally performed in tandem with adjacent public improvements. Public right-of-way landscaping along the project streets shall be installed prior to occupancy of the project adjacent to that street or as directed by the City engineer. Public landscaping shall conform to the City's Design Guidelines for commercial and industrial-type projects.

c. Maintain all landscaping within the public right-of-way until such time that the adjacent roadway improvements have been accepted for maintenance. Frontage landscaping shall be maintained by the applicant/owner/developer.

d. Prior to the issuance of certificate of occupancy, an inspection will be performed to verify the health and location of the street trees per lot. Trees in poor health or those without adequate clearance from utilities will require replacement or relocation.

56. FENCING. Fencing and soundwalls shall be located on private property and maintained by the applicant/owner/developer.

THE FOLLOWING PUBLIC WORKS AND ENGINEERING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE APPROVAL OF THE <u>FINAL MAP</u>:

57. BONDS. The applicant shall supply suitable securities for all improvements that are a part of the development in a form acceptable to the City in the amount of 100% (performance), 50% (labor and material), and 10% (warranty) prior to issuance of any permit.

58. DRAINAGE FEES. Applicant shall comply with the drainage fee requirements for the designated Drainage Area as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of final map approval. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District

59. MAPPING.

    a. Submit a Parcel Map prepared by a Licensed Land Surveyor or qualified registered civil engineer to the City Engineer and pay appropriate fees in accordance to the Code and these Conditions of Approval. Any required map action must be properly executed and recorded at the county before any building permits are issued.

60. DEDICATIONS.

    a. The following shall be dedicated by mapping instrument (e.g. Parcel map, Offer of Dedication, Separate Instrument). The dedication shall be recorded before any permits are issued.

        i. Public Utility Easement (PUE) for any public utilities located on private property.

ii. Ingress-egress, storm drainage easements, as required.

iii. Emergency Access Easement: Twenty (20) feet wide connecting the project site to Edgewood Drive.

iv. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.

b. Any necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements shall be furnished to the City Engineer.

61. PRIVATE EASEMENTS. Agreements detailing rights, limitations, and responsibilities of involved parties shall accompany each private easement. The easements and associated agreements shall be recorded simultaneously with a map or separate instrument.

62. UTILITY SETBACKS. Building pad foundations shall be set back from utility lines a sufficient distance to allow excavation of the utility without undermining the building pad foundation. The City Engineer shall determine the appropriate setback based on the depth of the utility, input from the project soils engineer, and the type of foundation.

63. MAINTENANCE ACCESS. Maintenance access agreement and easement need to be in place for any public improvements located within private property/lot.

THE FOLLOWING SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT:

64. PAD CERTIFICATION. A letter from a licensed land surveyor stating that the building pad was constructed in accordance with the approved plans shall be provided prior to the issuance of the building permit.

65. 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.

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

67. 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 registered civil engineer who prepared the plans, attesting to the changes. The original as-built plans shall be review and approved the Engineering Inspector. Approved "as-built" plans shall be provided to the City Engineer before acceptance of public improvements and security bonds are released.

68. 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).

h. East Contra County Habitat Conservation Plan Fees (adopted by Resolution No. 112-07 & 124-07).

i. The applicant/owner/developer should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future private developments.

j. The applicant shall be responsible for paying the Contra Costa County Recorder's Fee for the Notice of Determination as well as the California Department of Fish and Wildlife's filing fee.

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments.

69. 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 filing of any map action.

   Alternatively, in the event the East Contra Costa Fire Protection District has implemented their own regional CFD for Fire Protection Services, the Applicant has stated they have agreed in principle to annex their project into the Fire District's CFD in place of the City's CFD.

b. Participate in the provision of funding to maintain police services by voting to approve a special tax for new parcels created by a new map or map action. 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 final map or map action. If the commercial and office buildings are 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 Landscape and Lighting District No. 1 for citywide landscaping and park maintenance, subject to an assessment for maintenance based on the assessment methodology described in the Engineer's Report. The assessment 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. Any required election and/or ballot protest proceedings shall be completed prior to approval of the final map. 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 annexation shall be paid by applicant/owner/developer.

d. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide street lighting costs and maintenance, subject to an assessment for street lighting costs and maintenance, subject to an assessment for street light maintenance based on assessment methodology described in the Engineer's Report. The assessment 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. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by the applicant/owner/developer.

e. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for publicly maintained project specific landscaping maintenance, subject to an assessment for landscape operation and maintenance based on the assessment methodology described in the Engineer's Report. The assessment 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. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by the applicant/owner/developer.

f. 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 filing of the map creating new parcels or any map action.

g. Participate in the formation of a mechanism to fund the operation and maintenance of the publicly maintained storm drain system, including storm water quality monitoring and reporting, stormwater ponds and any proposed pump stations, as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of the formation.

h. Future Studies. Any post project studies (e.g. traffic, parking counts) required by the City shall be funded by the applicant/owner/developer.

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 Iron House 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 Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife Bay Delta Region (Region 3), [2825 Cordelia Road, Suite 100, Fairfield, CA 94534], of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Wildlife Code.

H. The applicant shall be responsible for paying the County Recorder's Fee for the Notice of Determination as well as the State Department of Fish and Wildlife's CEQA Review Filing Fee.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
Claire Alaura, Mayor Date

ATTEST:

_____
Libby Vreonis, City Clerk Date

Twin Oaks Senior Residence Mixed Use Project
Mitigation Monitoring Program

September 2019

The California Environmental Quality Act (CEQA) and CEQA Guidelines require Lead Agencies to adopt a program for monitoring the mitigation measures required to avoid significant environmental impacts of a project. The Mitigation Monitoring Program ensures that mitigation measures imposed by the City are completed at the appropriate time in the development process.

The mitigation measures identified in the Initial Study/Mitigated Negative Declaration for the Twin Oaks Senior Residence Mixed Use Project are listed below along with the party responsible for implementation of the mitigation measure, the party responsible for monitoring implementation of the mitigation measure, the milestones for implementation and monitoring, and a sign off that the mitigation measure has been implemented.

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program						
Impact	**Mitigation Measures**		**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
III. Air Quality						
III(c)	*III-1.*	*Prior to issuance of a grading permit, the project applicant shall show on the grading plans via notation that the contractor shall ensure that all off-road heavy-duty diesel-powered equipment larger than 50 horsepower (e.g., rubber tired dozers, excavators, graders, scrapers, pavers, paving equipment, and cranes) to be used for each phase of construction of the project (i.e., owned, leased, and subcontractor vehicles) shall meet USEPA emissions standards for Tier 4 engines or equivalent. The grading plans shall be submitted for review and approval by the Public Works and Engineering Department.*	Project Applicant	City of Oakley Public Works and Engineering Department	Prior to issuance of grading permit	
IV. Biological Resources						
IV(a,e)	*IV-1.*	*Prior to the approval of a grading permit, the developer shall pay the applicable ECCCHCP/NCCP per-acre fee in effect for the applicable zone in compliance with Section 9.2.712 of the Oakley Municipal Code.*	Project Developer	City of Oakley Planning Division	Prior to the approval of a grading permit	

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program					
Impact	**Mitigation Measures**	**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
	Western Burrowing Owl *IV-2(a). Prior to any ground disturbance related to activities covered under the ECCCHCP/NCCP, the project applicant shall retain a USFWS/CDFW-approved biologist to conduct a pre-construction survey for western burrowing owls within the disturbance footprint and within 500 feet from the perimeter of the footprint where possible. Surveys shall take place no more than 30 days prior to construction and shall be conducted near sunrise or sunset in accordance with CDFW guidelines. All burrows or burrowing owls shall be identified and mapped. During the breeding season (February 1 to August 31), surveys shall document whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1 to January 31), surveys shall document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results shall be valid only for the season (breeding or nonbreeding) during which the survey is conducted. Written results of the preconstruction survey shall be submitted to the City of Oakley Community Development Department. If western burrowing owls are*	Project Applicant	City of Oakley Planning Division	Prior to ECCCHCP/NCCP covered ground-disturbing activities	

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program					
Impact	**Mitigation Measures**	**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
	not discovered, then further mitigation is not necessary.				
	IV-2(b). If burrowing owls are found during the breeding season (February 1 to August 31), the project proponent shall avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young. Avoidance shall include establishment of a non-disturbance buffer zone (described below). Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1 to January 31), the project proponent shall avoid the owls and the burrows they are using, if possible. Avoidance shall include the establishment of a buffer zone (described below). *During the breeding season, buffer zones of at least 250 feet in which no construction activities can occur shall be established around each occupied burrow (nest site). Buffer zones of 160 feet shall be established around each burrow being used during the*	Project Applicant	City of Oakley Planning Division	Prior to and during ECCCHCP/NCCP covered ground-disturbing activities	

Impact	Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
	nonbreeding season. The buffers shall be delineated by highly visible, temporary construction fencing. *If occupied burrows for burrowing owls are not avoided, passive relocation shall be implemented. Owls shall be excluded from burrows in the immediate impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. Such doors shall be in place for 48 hours prior to excavation. The project area shall be monitored daily for one week to confirm that the owl has abandoned the burrow. Whenever possible, burrows should be excavated using hand tools and refilled to prevent reoccupation (California Department of Fish and Game 1995). Plastic tubing or a similar structure shall be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow.* *Swainson's Hawk* *IV-3(a). Prior to any ground disturbance related to activities covered under the ECCCHCP/NCCP, which are conducted during the nesting season (March 15 to*	Project Applicant	City of Oakley Planning Division	Prior to ECCCHCP/NCCP covered ground-disturbing activities	

Impact		Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
		September 15), a qualified biologist shall conduct a preconstruction survey no more than one month prior to construction in order to establish whether occupied Swainson's hawk nests are located on or within 1,000 feet of the project site. A written summary of the survey results shall be submitted to the City of Oakley Community Development Department. If occupied nests are not found during the survey, further mitigation is not required.				
	IV-3(b).	*If potentially occupied nests within 1,000 feet are off the project site, then their occupancy will be determined by observation from public roads or by observations of Swainson's hawk activity (e.g., foraging) near the project site. If nests are occupied, minimization measures and construction monitoring are required (see below).* *During the nesting season (March 15 to September 15), covered activities within 1,000 feet of occupied nests or nests under construction shall be prohibited to prevent nest abandonment. If site-specific conditions or the nature of the covered activity (e.g., steep topography, dense vegetation, limited*	Project Applicant	City of Oakley Planning Division California Department of Fish and Wildlife U.S. Fish and Wildlife Services	Prior to and during ECCCHCP/NCCP covered ground-disturbing activities	

Impact	Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
	activities) indicate that a smaller buffer could be used, the project applicant shall coordinate with CDFW/USFWS to determine the appropriate buffer size. If young fledge prior to September 15, covered activities may proceed normally. If the active nest site is shielded from view and noise from the project site by other development, topography, or other features, the project applicant may apply to the City of Oakley Community Development Department for a waiver of this avoidance measure. Any waiver must also be approved by USFWS and CDFW. While the nest is occupied, activities outside the buffer may take place. All active nest trees shall be preserved on site, if feasible. Nest trees, including non-native trees, lost to covered activities shall be mitigated by the project proponent according to the requirements below. *The loss of non-riparian Swainson's hawk nest trees shall be mitigated by the project proponent by:* • *If feasible on-site, planting 15 saplings for every tree lost with the objective of having at least five*				

Impact	Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
	mature trees established for every tree lost according to the requirements listed below. *AND either* *1) Pay the City of Oakley an additional fee to purchase, plant, maintain, and monitor 15 saplings on the ECCCHCP/NCCP Preserve System for every tree lost according to the requirements listed below, OR* *2) The project proponent shall plant, maintain, and monitor 15 saplings for every tree lost at a site to be approved by the City of Oakley Community Development Department (e.g., within an ECCCHCP/NCCP Preserve or existing open space linked to ECCCHCP/NCCP preserves), according to the requirements listed below.* *The following requirements shall be met for all planting options:*				

Impact	Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
	• *Tree survival shall be monitored at least annually for five years, then every other year until year 12. All trees lost during the first five years shall be replaced. Success shall be reached at the end of 12 years if at least five trees per tree lost survive without supplemental irrigation or protection from herbivory. Trees must also survive for at least three years without irrigation.* • *Irrigation and fencing to protect from deer and other herbivores may be needed for the first several years to ensure maximum tree survival.* • *Native trees suitable for the project site shall be planted. When site conditions permit, a variety of native trees shall be planted for each tree lost to provide trees with different growth rates, maturation, and life span, and to provide a variety of tree canopy structures for Swainson's hawk. This*				

Impact	Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
	variety will help to ensure that nest trees will be available in the short term (five to 10 years for cottonwoods and willows) and in the long term (e.g., Valley oak, sycamore). This will also minimize the temporal loss of nest trees. • *Riparian woodland restoration conducted as a result of covered activities (i.e., loss of riparian woodland) can be used to offset the nest tree planting requirement above, if the nest trees are riparian species.* • *Whenever feasible and when site conditions permit, trees shall be planted in clumps together or with existing trees to provide larger areas of suitable nesting habitat and to create a natural buffer between nest trees and adjacent development (if plantings occur on the development site).* • *Whenever feasible, plantings on the site shall occur closest to suitable foraging habitat outside*				

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program					
Impact	**Mitigation Measures**	**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
	the Urban Development Area. • *Trees planted in the ECCCHCP/NCCP preserves or other approved offsite location shall occur within the known range of Swainson's hawk in the inventory area and as close as possible to high-quality foraging habitat.* *White-Tailed Kite and Nesting and Migratory Birds* *IV-4. If project construction-related activities would take place during the nesting season (February through August), preconstruction surveys for nesting passerine birds and raptors (birds of prey) within the property and the large trees within the adjacent riparian area shall be conducted by a competent biologist 14 days prior to the commencement of tree removal or site grading activities. If any bird listed under the Migratory Bird Treaty Act is found to be nesting within the project site or within the area of influence, an adequate protective buffer zone shall be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 75 feet*	Project Applicant	City of Oakley Planning Division	During project construction	

Impact	Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
	from the project activities for passerine birds and a minimum of 200 feet for raptors. The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), the project can proceed without further regard to the nest site(s).				
	Special-Status Bats				
	IV-5. Prior to removal of any on-site trees within the project site a qualified wildlife biologist experienced in surveying for and identifying bat species shall survey the portion of the site with large trees and prepare a bat habitat assessment to determine suitability of bat roost habitats on the site. If any special–status bats reside in the trees proposed for removal, such bats should be removed	Project Applicant	City of Oakley Planning Division	Prior to removal of on-site trees	

Impact		Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
		without harm. Bat exclusion and eviction shall only occur between February 15 and April 15, and from August 15 through October 30, in order to avoid take of non–volant (non–flying or inactive, either young, or seasonally torpid) individuals, and may only be conducted under supervision of a qualified wildlife biologist. Should exclusion and eviction be conducted on-site bat houses sufficient to shelter the number of bats removed should be erected in open space areas that would not be disturbed by project development. The bat habitat assessment and any plans related to the exclusion or eviction of identified bats shall be submitted to the City's Community Development Department for review and approval.				
	IV-6.	*Prior to the issuance of grading permits, the applicant shall develop a tree preservation plan for three protected trees in accordance with the recommendations presented in the Arborist Report and Tree Preservation Report prepared for the project. The tree preservation plan would be anticipated to include measure including, but not limited to, following practices:*	Project Applicant	City of Oakley Planning Division	Prior to the issuance of grading permits	

Impact	Mitigation Measures	Implementing Party	Monitoring Agency	Implementation Schedule	Sign-Off
	1. Install protective fencing at the edge of the dripline radius of the protected trees; *2. Place appropriate signage on the fencing indicating that the trees are protected and construction activity should not take place under the canopy of the protected trees. The fencing and signage should remain in place for the duration of the construction;* *3. For tree #107, excavation, grading, and trenching should be done in a way to prevent damage to the roots of the trees. Roots greater than one inch in diameter that need to be cut for trenching or grading should be done in accordance with ANSI standards, under the direction of a qualified project arborist; and* *4. Any pruning of the canopy of protected tree #107 to facilitate construction should be performed in accordance with ANSI standards, under the direction of a qualified project arborist.* *The tree preservation plan shall be submitted*				

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program						
Impact		**Mitigation Measures**	**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		to the Community Development Department for review and approval.				
V. Cultural Resources						
V(a-c)	*V-1.*	*If any prehistoric or historic artifacts, or other indications of cultural deposits are found once ground disturbing activities are underway, all work within the vicinity of the find(s) shall cease, the Community Development Department shall be notified, and the find(s) shall be immediately evaluated by a qualified archaeologist. If the find is determined to be a historical or unique paleontological or archaeological resource, contingency funding and a time allotment to allow for implementation of avoidance measures or appropriate mitigation shall be made available (CEQA Guidelines Section 15064.5). Work may continue on other parts of the project site while historical or unique archaeological resource mitigation takes place (Public Resources Code Sections 21083 and 21087).*	Project Applicant	City of Oakley Planning Division	During project construction	
	V-2.	*In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of*	Project Applicant	City of Oakley Planning Division Contra Costa County Coroner Native American	During project construction	

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program					
Impact	**Mitigation Measures**	**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
	CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall occur until the County Coroner has been notified to determine if an investigation into the cause of death is required. If the coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. If the Native American Heritage Commission is unable to identify a most likely descendant or most likely descendant fails to make a recommendation within 48 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner, then the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location		Heritage Commission		

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program						
Impact	**Mitigation Measures**		**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.				
VII. Geology and Soils						
VII(aii., aiii., c, f)	*VII-1.*	*All grading and foundation plans for the development shall be designed by a Civil and Structural Engineer and reviewed and approved by the Director of Public Works/City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the geotechnical report prepared for the proposed project by Krazan & Associates, Inc. are properly incorporated and utilized in the project design.*	Project Applicant	City of Oakley Planning Division Director of Public Works/City Engineer Chief Building Official	Prior to issuance of grading and building permits	
	VII-2.	*Implement Mitigation Measures V-1 and V-2.*	See Mitigation Measures V-1 and V-2	See Mitigation Measures V-1 and V-2	See Mitigation Measures V-1 and V-2	
XIII. Noise						

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program					
Impact	**Mitigation Measures**	**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
XIII(a)	*XIII-1. Construction activities shall comply with the Oakley Municipal Code and shall be limited to the hours set forth below:* *Monday-Friday: 7:30 AM to 7:00 PM* *Saturdays, Sundays, and holidays: 9:00 AM to 7:00 PM* *These criteria shall be included in the grading plan submitted by the applicant/developer for review and approval of the Public Works Department prior to issuance of grading permits. Exceptions to allow expanded construction activities shall be reviewed on a case-by-case basis as determined by the Chief Building Official and/or City Engineer.*	Project Applicant / Developer	City of Oakley Public Works Department Chief Building Official City of Oakley Engineer	Prior to issuance of grading permits	
	XIII-2. Construction activities shall adhere to the requirements of the City of Oakley with respect to hours of operation, muffling of internal combustion engines, and other factors that affect construction noise generation and its effects on noise-sensitive land uses. Prior to issuance of grading permits, these criteria shall be included in the grading plan submitted by the applicant/developer for the review and	Project Applicant / Developer	City of Oakley Public Works Department	Prior to issuance of grading permits	

Twin Oaks Senior Residence Mixed Use Project Mitigation Monitoring Program					
Impact	**Mitigation Measures**	**Implementing Party**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
	approval of the Public Works Department.				
	XIII-3. During construction, the applicant/developer shall designate a disturbance coordinator and conspicuously post this person's number around the project site and in adjacent public spaces. The disturbance coordinator shall receive all public complaints about construction noise disturbances and be responsible for determining the cause of the complaint, and implement feasible measures to be taken to alleviate the problem. The disturbance coordinator shall report all complaints and corrective measures taken to the Community Development Director. Proof of posting of the disturbance coordinator's contact information shall be submitted to the Community Development Director.	Project Applicant / Developer	City of Oakley Community Development Director	During project construction	

CITY OF OAKLEY

RESOLUTION NO. XX-19

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL CONFIRMING THE PROPOSED DENSITY BONUS HOUSING AGREEMENT BETWEEN THE CITY OF OAKLEY AND HIGHRIDGE COSTA DEVELOPMENT COMPANY, LLC IS IN CONFORMANCE WITH STATE LAW, AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT FOR THE PROJECT TITLED "TWIN OAKS SENIOR RESIDENCE MIXED-USE PROJECT (DBA 01-19)"

RECITALS

WHEREAS, on May 24, 2019, Highridge Costa Development Company, LLC ("Applicant") filed an application requesting approval of 1) a Conditional Use Permit to develop a mixed-use project on an approximately 5.85-acre site consisting of a 3-story, 130-unit, age-restricted (62 and up) and affordable senior apartment complex with 5,667 sq. ft. of 1-story, street-fronting commercial space (CUP 02-19), and 2) Design Review of site development and building architecture (DR 07-19). The project site is located at 2605 Main Street and is zoned General Commercial (C) District. APN: 035-011-030. ("Project"); and

WHEREAS, in the conjunction with the CUP and DR applications, the Applicant also submitted a request for approval of a Density Bonus Housing Agreement (DBA) to allow a maximum 35% increase in density (or apx. 98 units to 130 units) per Oakley Municipal Code section 9.1.412 Residential Density Bonus and Incentives (DBA 01-19) ("Agreement"); and

WHEREAS, the Density Bonus Housing Agreement (DBA 01-19) application is in conformance the City of Oakley Density Bonus Ordinance (Oakley Municipal Code section 9.1.412); and

WHEREAS, a requirement of the City of Oakley Density Bonus Ordinance is for the Applicant to enter into a Density Bonus Housing Agreement with the City; and

WHEREAS, the City Council confirms the Density Bonus Housing Agreement is in conformance with state law; and

WHEREAS, the Density Bonus Housing Agreement between the City of Oakley and Applicant has been reviewed and determined to be in compliance with the City of Oakley Density Bonus regulations and more specifically Oakley Municipal Code section 9.1.412(g) which details the requirements of a Density Bonus Housing Agreement.

NOW, THEREFORE, be it resolved that the Density Bonus Housing Agreement between the City of Oakley and Applicant regarding the Density Bonus

application DBA 01-19 is hereby approved and the City Manager is authorized and directed to sign the agreement.

CONFIRMED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
Claire Alaura, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk Date

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oakley
3231 Main St.
Oakley, CA 94561
Attn: City Clerk

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

By:_____

DENSITY BONUS HOUSING AGREEMENT
"Twin Oaks Senior Residence Mixed-Use Project"

THIS DENSITY BONUS HOUSING AGREEMENT (the "**Agreement**"), dated for purposes of identification only, this ___ day of _____, 2019, is made by and between the CITY OF OAKLEY, a municipal corporation organized under the laws of the state of California ("**City**"), a public body, corporate, and politic, on the one hand, and HIGHRIDGE COSTA DEVELOPMENT COMPANY, LLC, a multifamily housing developer, on the other hand ("**Developer**").

RECITALS

A. Pursuant to that certain Resolution _____ confirming the Density Bonus Housing Agreement (DBA 01-19) ("**Approval**") dated _____, by and between the City, and DEVELOPER, to construct a maximum of 130 affordable, active senior apartment units within the DEVELOPER project on real property in the City of Oakley, California particularly known as:

2605 Main Street
Oakley, CA 94561
Assessor's Parcel Numbers: 035-011-030 ("**Property**")
See also **Exhibit "A"**: LEGAL DESCRIPTION

B. DEVELOPER is entitled to construct a maximum one hundred and thirty (130) units of affordable senior housing, within two (2) buildings on the Property for a maximum overall density of 22.22 dwelling units per gross acre over the project site of apx. 5.85 acres (the "**Project**" or "Density Bonus Project").

C. DEVELOPER has agreed to dedicate and restrict all of the one hundred and thirty (130) units in the project for rental as Affordable Units, as defined herein.

D. The approximate location, number, and size of the Density Bonus Units are identified on the Property site plan, which is attached as **Exhibit "B"**.

E. The estimated schedule of construction from June 2020 to October 2021. This is just an estimate and is subject to change based on market conditions and the DEVELOPER's ability to obtain financing for the project.

F. A sample rental agreement has been attached as **Exhibit "C"**.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, City and DEVELOPER agree as follows:

1. Number of Affordable Units. DEVELOPER agrees to restrict the rents of 129 of the 130 senior units (manager's unit exempt), for a minimum term of 55 years so that:

a. 22 1-bedroom and 12 2-bedroom (approximately 26%) of the units shall be rented at 50% of area median income, adjusted for family size (AMI);

b. 56 1-bedroom and 14 2-bedroom (approximately 54%) of the units shall be rented at 60% AMI;

c. Nine (9) 1-bedroom and two (2) 2-bedroom (approximately 8%) of the units shall be rented at 80% AMI; and

d. 11 1-bedroom and three (3) 2-bedroom (approximately 11%) of the units shall be rented at 100% AMI.

e. These rents are projected and subject to change.

"Affordable Rent" shall have the meaning set forth in Section 50053 of the California Health and Safety Code, as further defined in Section 6 herein.

2. Duration of Affordability Requirements. The units shall be subject to the requirements of this Agreement for a period of fifty-five (55) years, beginning on the later of: (i) the date of execution of this Agreement by City, or (ii) the date of the issuance of a certificate of occupancy for the Project ("**Commencement Date**"). The duration of this Agreement shall be known as the "Affordability Period." All tenants residing in the Affordable Units during the last two (2) years of the Affordability Period shall be given notice at least once every six (6) months of the expiration date of this Agreement, and

that the rent payable on the Affordable Units may be raised to a market rate at the end of the Affordability Period.

3. Development Requirements. The following requirements related to the development of the projects site as follows:

(1) Each new building shall have a minimum of one camera per floor. The City recommends a sufficient amount of cameras to provide 360 degree coverage on the outside of the buildings. They shall be placed on the exterior of buildings and within public outdoor spaces. The cameras shall produce ID Quality video. The adequacy of the number of cameras and camera locations may be reviewed by the City of Oakley on an annual basis.

4. Selection of Tenants. City may refer prospective tenants to DEVELOPER.

5. Income of Tenants. Prior to the rental or lease of any unit to a tenant, and annually thereafter within thirty (30) days of the anniversary date of the Certificate of Occupancy for the Project, or such other date as City shall reasonably determine, DEVELOPER shall submit to City a completed income computation and certification form. DEVELOPER shall certify in each such form that to the best of its knowledge, each tenant leasing an Affordable Unit is: (a) a Qualified Permanent Resident and/ or (b) a Very Low or Low Income Household that meets the income eligibility requirement established for the Affordable Unit. DEVELOPER shall obtain an income certification form, consistent with those used for Tax Credit developments, from the tenant of each Affordable Unit and shall certify that, to the best of DEVELOPER's knowledge, the income of the tenant is truthfully set forth in the income certification form. DEVELOPER shall verify the income certification of the tenant in one or more of the following methods:

(1) Obtain two (2) original paycheck stubs from the tenant's two (2) most recent pay periods.

(2) Obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed**.**

(3) Obtain an income verification certification from the employer of the tenant.

(4) Obtain an income certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

(5) Obtain an alternate form of income verification acceptable to City, if none of the above forms of verification is available to DEVELOPER.

(6) Seek other method approved under the Tax Credit Program.

A household who at the time of income certification met the income eligibility requirement and age requirement shall be deemed qualified to reside at the Project, until such time as the household's income is annually re-determined and the household is determined by DEVELOPER to no longer meet the income eligibility requirement established for the unit. Upon the DEVELOPER's determination that the tenant no longer meets the income eligibility requirements, DEVELOPER shall provide some transitional information to the tenant in finding suitable replacement housing, including without limitation, providing tenant with a list of apartment projects in the area with comparable amenities and appropriate rent levels to the extent such housing exists.

Partnership shall advertise vacancies in the Project in newspapers that circulate within City, and shall distribute notices to appropriate locations within City.

6. Determination of Affordable Rent for the Affordable Units. Each Affordable Unit shall be rented at an Affordable Rent as provided herein. The maximum monthly rental amount for each Affordable Unit shall be based upon the income of the household, and based upon the household sizes. The maximum monthly rent for the Affordable Units shall be established pursuant to the following formulae:

(1) Very Low Income: fifty percent (50%) of the area median income for Contra Costa County, adjusted for household size, multiplied by thirty percent (30%) and divided by twelve (12).

(2) Lower Income: sixty percent (60%) of the area median income for Contra Costa County, adjusted for household size, multiplied by thirty percent (30%) and divided by twelve (12).

(3) Rents established pursuant to the foregoing formulae are inclusive of utilities and shall be adjusted and further determined in accordance with the then current Utility Allowance Schedule from time to time established by the County of Contra Costa.

DEVELOPER UNDERSTANDS AND AGREES THAT THE MAXIMUM RENTS TO BE ESTABLISHED BY THESE FORMULAE (THE "AFFORDABLE RENT") IS NOT NECESSARILY EQUAL TO THE FAIR MARKET RENTAL AMOUNTS OF THE AFFORDABLE UNITS, AND IS PROBABLY ESTABLISHED AT AMOUNTS THAT ARE SUBSTANTIALLY BELOW THE FAIR MARKET RENTAL AMOUNTS.

DEVELOPER Initials: _____

(4) The 2019 maximum monthly rental amounts for the Affordable Units shall be as shown in **Exhibit "D"** of this Agreement By and Between City of Oakley and DEVELOPER. The maximum monthly rental amounts for the units shall be adjusted annually by DEVELOPER in accordance with the U.S. Department of Housing and Urban Development (HUD), and submitted to City for approval by the first day of the month following the anniversary date of the certificate of occupancy. City shall promptly review monthly rental amounts and approve them when it has determined they comply with said code. DEVELOPER shall notify City, in writing, no less than 90 days in advance of any proposed rent increase.

7. **Occupancy Restrictions**. All of the Density Bonus Project units in the Project shall be independent living units, Temporary guests of Qualified Permanent Residents shall be allowed for a period of not more than fourteen (14) days in any twelve (12) month period. "Permitted Health Care Residents" (as that term is defined in California Civil Code Section 51.3) shall be allowed to occupy any dwelling during any period that such person is actually providing live-in, long-term or hospice care to an occupant or Qualified Permanent Resident occupant.

"Qualified Permanent Resident" is currently defined by Section 51.3 of the California Civil Code as a person who meets both of the following requirements:

"(A) Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

(B) Was 45 years of age or older, was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen."

"Permitted Health Care Resident" is currently defined by Section 51.3 of the California Code as "a person hired to provide live-in, long-term, or terminal health care to a qualifying resident."

8. **Operation and Maintenance**. DEVELOPER shall operate and maintain, or cause to be operated and maintained, all aspects of the Project, including without limitation, the interiors and exteriors of all units, the common areas and landscaping, in accordance with all applicable City, State and Federal codes, regulations, and laws.

9. **Nondiscrimination Covenants**. DEVELOPER covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, national origin, ancestry, disability or familial status in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall DEVELOPER itself or any person claiming under or through it,

establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

DEVELOPER and its successors and assigns, shall refrain from restricting the rental or lease or sale of the Property on the basis of race, color, religion, sex, marital status, national origin, ancestry, disability or familial status of any persons. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin, ancestry, disability or familial status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry, national origin, disability or familial status in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, marital status, ancestry, national origin, disability or familial status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

Nothing in this Section 9 shall be construed to authorize the rental or lease of the Property if such rental or lease is not otherwise permitted. The covenants in this Section 9 shall run with the land in perpetuity.

10. **Acknowledgement**. This Agreement shall be executed and acknowledged by DEVELOPER and the City and shall be recorded in the official records of Contra Costa County, California. This Density Bonus Housing Agreement shall run with the land. All lenders to DEVELOPER shall be required to acknowledge and agree that the Property and the Project shall be subject to the terms of this Density Bonus Housing Agreement. Any reference in this Agreement to the duties of DEVELOPER shall be binding on and shall apply with equal force to any and all of the lessees, sublessees, successors and assigns of DEVELOPER.

11. **Monitoring**. Representatives of the City shall be entitled to enter the Project, during business hours and upon reasonable notice to the extent permitted by law, to monitor compliance with this Agreement. Representatives of the City shall be entitled to inspect the records of the Project with respect to compliance with this Agreement and the Affordable Units at any time, during business hours and upon reasonable notice, and to conduct an independent audit of such records. Such audit shall be at the expense of the City, provided that if any material default of the terms of this Agreement on the part of the Partnership is discovered, the cost of the audit shall be borne by DEVELOPER. DEVELOPER understands and agrees that if, for any reason, the City is unable to obtain DEVELOPER's consent and cooperation, the City shall, without notice to DEVELOPER or otherwise required by law obtain an administrative inspection warrant or other appropriate legal remedy to enter upon and inspect the Project.

12. **Enforcement**. The City shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Affordable Housing Agreement by DEVELOPER, any purchaser, lessee or sublessee of the Project, or their assigns and successors, including, without limitation (a) specific performance of the terms of the Agreement; (b) disgorgement of any amounts of rent which exceed an Affordable Rent; (c) an order to rent additional units within the Project at an Affordable Rent; (d) disgorgement of any sales proceeds, equity or profits from unauthorized sale, transfer, refinancing; and (e) an award of its actually incurred attorneys' fees and costs, specifically including the cost to the City of time expended by City personnel and outside consultants, attorneys and other personnel involved in enforcing the terms of this Agreement.

13. **Notices**. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, to the address of the other party as stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or at the time of deposit for mailing. Notices shall be sent to the following addresses (or such other addresses as the parties may specify from time to time):

CITY OF OAKLEY: City Of Oakley
3231 Main Street
Oakley, CA 94561
Attn: Bryan H. Montgomery, City Manager

PARTNERSHIP: HIGHRIDGE COSTA
330 W. Victoria Street
Gardena, CA 90248
Attn: Mohannad H. Mohanna, President

14. **Attorney's Fees**. Should any of the parties to this Agreement incur attorneys' fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees by the non-prevailing party or parties. This right shall be in addition to any remedies the City may be entitled to pursuant to Section 12 hereof.

15. **Indemnification**. Partners shall defend, indemnify, hold free and harmless City, its elected officials, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless City, elected officials, its officers and employees from any and all claims, demands, suits, actions, attorney fees or proceedings of any kind or nature, including, but not by way of limitations, all civil claims, workers compensation claims, and all other claims resulting from or arising out of the acts, errors, or omissions of Partners, its employees and/or authorized subcontractors in the performance of this Agreement.

16. **Agreement Appurtenant to Property**. This Agreement is appurtenant to and shall run with the Property and be binding upon the heirs, administrators, executors, successors, assigns and transferees of the parties hereto.

17. **Term**. Upon the expiration of this Agreement as provided in Section 2 hereof, the parties shall execute, acknowledge and record such further documentation to be prepared by the City as is reasonably necessary to evidence the termination of the Agreement.

18. **Further Assurances**. DEVELOPER shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the City shall from time to time find necessary or appropriate to effectuate its purpose in entering into this Agreement. City shall cooperate with DEVELOPER's investors or lenders and allow for a reasonable cure period allowing the lender or investor to cure any violation hereunder, should DEVELOPER fail to do so.

19. **Governing Law**. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of Contra Costa County, State of California, in an appropriate court in

that county, or in the Federal District Court in the District in which the City of Oakley is located.

20. **Amendment of Agreement**. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Partnership and the City.

21. **Assignment Prohibited**. In no event shall the DEVELOPER assign or transfer any portion of their respective rights or obligations under this Agreement without the prior express written consent of the City, which consent shall not be unreasonably withheld; provided that no assignment shall be permitted except to a transferee of all or part of the DEVELOPER's interest in the Property to a partnership or other similar entity, in which DEVELOPER shall have an interest.

22. **Entire Agreement**. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and DEVELOPER concerning all or any part of the subject matter of this Agreement.

23. **Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

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

HIGHRIDGE COSTA DEVELOPMENT COMPANY, LLC

By:_____
Mohannad H. Mohanna, President Date

CITY OF OAKLEY

_____
Bryan H. Montgomery, City Manager Date

ATTEST:

_____
Libby Vreonis, City Clerk Date

APPROVED AS TO CONTENT:

Joshua McMurray, Community Development Director Date

APPROVED AS TO FORM:

Derek P. Cole, City Attorney Date

Exhibit “A”

“Legal Description”

Density Bonus Housing Agreement

Twin Oaks Senior Residence Mixed-Use Project (DBA 01-19)

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLEY IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID SECTION 26, DISTANT THEREON WESTERLY 33 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE FROM SAID POINT OF BEGINNING, WESTERLY ALONG SAID NORTH LINE, 550 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, 513 FEET; THENCE EASTERLY, PARALLEL WITH THE NORTH LINE OF SAID SECTION 26, 550 FEET; THENCE NORTHERLY, PARALLEL WITH AND 33 FEET WESTERLY OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, 513 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL OF THAT PORTION THEREOF ACQUIRED BY CONTRA COSTA COUNTY PURSUANT TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA LIS PENDENS AND SUBSEQUENT FINAL ORDER OF CONDEMNATION BEARING CASE NO. C95-00236, AND RECORDED ON JANUARY 26, 1995, AS INSTRUMENT NO. 95-13110, AND FEBRUARY 13, 1996, AS INSTRUMENT NO. 96-25942, RESPECTIVELY, IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO HARRY W. TASSEL, ET UX, RECORDED JANUARY 15, 1980, IN BOOK 9695, AT PAGE 784 OF CONTRA COSTA COUNTY OFFICIAL RECORDS DESCRIBED AS:

ALL OF SAID TASSEL PARCEL LYING NORTH OF A LINE 50.0 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 26, SAID LINE EXTENDING FROM THE WEST LINE TO THE EAST LINE OF SAID TASSEL PARCEL.

ALSO EXCEPTING THEREFROM:

ALL OF THAT PORTION THEREOF ACQUIRED BY THE CITY OF OAKLEY, A POLITICAL SUBDIVISION, IN THAT CERTAIN "OFFER OF DEDICATION – ROADWAY PURPOSES RECORDED DECEMBER 10, 2009, AS INSTRUMENT NO. 2009-0289889-00 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO HARRY W. TASSELL AND HELEN SATHER TASSELL BY DEED RECORDED JUNE 3, 1991, IN DOCUMENT NO. 1991-1127 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SAID PARCEL OF LAND; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EASTERN LINE OF SAID PARCEL OF LAND, SOUTH 00° 53' 10" WEST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS SOUTH 00° 53' 10" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 14.49 FEET; THENCE, LEAVING SAID EASTERN LINE, SOUTH 89° 49' 31" WEST 147.05 FEET; THENCE, ALONG THE ARC OF A TANGENT 2,000.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00° 14' 24", AN ARC DISTANCE OF 8.38 FEET; THENCE, NORTH 89° 56' 05" WEST 154.14 FEET; THENCE, ALONG THE ARC OF A TANGENT 2,000.00 FOOT RADIUS CURVE TO THE LEFT,

EXHIBIT A
(Continued)

THROUGH A CENTRAL ANGLE OF 00° 23’ 40”, AN ARC DISTANCE OF 13.77 FEET; THENCE, SOUTH 89° 40’ 15” WEST 110.02 FEET; THENCE, ALONG THE ARC OF A TANGENT 732.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09° 09’ 44”, AN ARC DISTANCE OF 117.05 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL OF LAND; THENCE, ALONG SAID WESTERN LINE, NORTH 00° 55’ 29” EAST 15.14 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND; THENCE, FROM SAID NORTHWESTERN CORNER, ALONG THE NORTHER LINE OF SAID PARCEL OF LAND, SOUTH 89° 07’ 39” EAST 550.00 FEET TO SAID POINT OF BEGINNING.

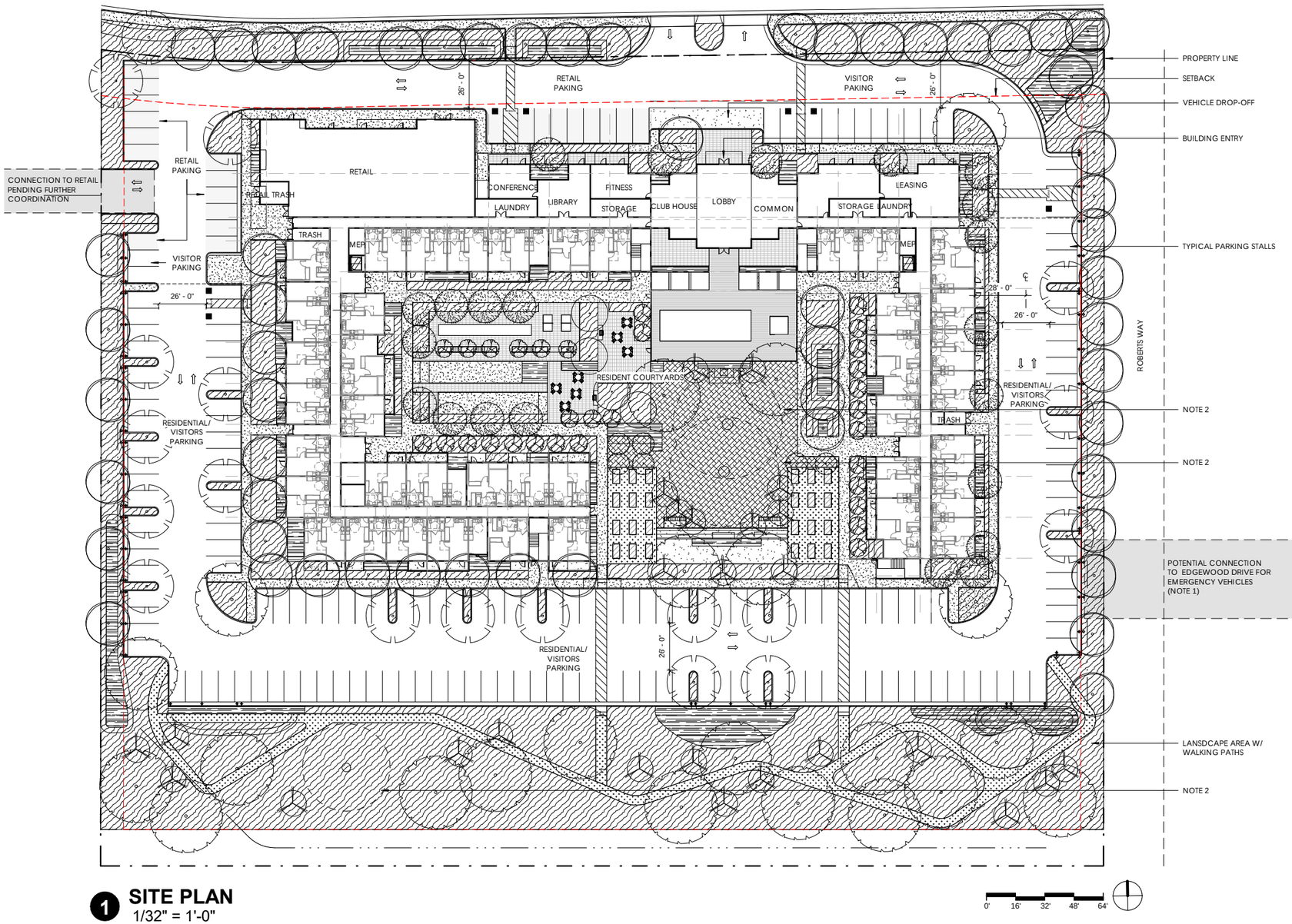
APN: **035-011-030**

Exhibit “B”

“Site Plan”

Density Bonus Housing Agreement

Twin Oaks Senior Residence Mixed-Use Project (DBA 01-19)



1 SITE PLAN
1/32" = 1'-0"

NOTE:
1. *Our team is proposing the potential addition of a second emergency vehicle access only point from Edgewood Dr. This would be provided with a barrier so as to not be open to regular vehicular traffic. This access would require development of a partial roadway across the future Roberts Way only at this location only – no additional development of the future Roberts Way would be proposed or required as part of this project.*

2. *Existing and protected Oak Trees*

Project Description	3-Story Mixed-Use Residential W/ 1-Story Commercial Construction Type V-A		
Existing Zoning	C-General Commercial		
Proposed Zoning	**Multi-Family M-17**		
Site Area		254,650	sf
		5.85	acres
Density Allowed	Basic Allowable	16.7	units/acre
(Per M-17)		97.70	units
	+	35%	density bonus
	Total Allowable	**131.89**	**units**
Density Proposed		98	1BR Unit
		32	2BR Units
		130	**Total Units**
Coverage	Allowable	40%	
	Footprint	44,507	sf
	Site Area	254,650	sf
	Actual	**17.48**	**%**
Floor Area Ratio (FAR)	Allowable	1.00	
	Site Area	254,650	sf
	Building Area	113,909	sf
	Actual FAR	**0.45**	
Parking	**Retail**	4	per 1000 sf
	5500 sf - >	22	req'd
		22	**provided (1 accessible)**
	Residential	1	per unit
	130 unit -->	130	req'd
		133	**provided (3 accessible)**
	Visitors	0.25	per unit
	130 unit -->	33	req'd
		33	**provided (2 accessible)**
Building Height Max.	**36**	**ft**	
Open Area	Required	25%	of site area
		63,663	sf
Landscape	Required	25%	of open area
		15,916	sf
Required Setbacks	Front	25	ft
	Side	25	ft
	Rear	20	ft
	Provided	*see plans*	
Retail Area	**5667 sf - >**	**4.98%**	**%**

TWIN OAKS SENIOR RESIDENCE

MAIN ST, OAKLEY, CA 94561

CLIENT: Highridge Costa — Creating a Blueprint for a Better Nation

PROJECT NO:	201-40111
DATE ISSUED:	07/17/2019
SCALE:	1/32" = 1'-0"
SHEET NUMBER:	A100

SVA ARCHITECTS

Exhibit "C"

Sample Rental Agreement
(not embedded due to security protection; attached separately)

Density Bonus Housing Agreement for Twin Oaks Senior Residence Mixed-Use Project

Exhibit "D"

2019 Maximum Monthly Rental Amounts

Density Bonus Housing Agreement for Twin Oaks Senior Residence Mixed-Use Project

PROPOSED RENTS

Unit Type	Unit Size (SF)	Number of Units	Asking Rent	Utility Allowance (1)	Gross Rent	2019 Maximum Allowable Gross Rent
			@50%			
1BR / 1BA	540	22	$1,104	$58	$1,162	$1,162
2BR / 1BA	758	12	$1,314	$81	$1,395	$1,395
			@60%			
1BR / 1BA	540	56	$1,337	$58	$1,395	$1,395
2BR / 1BA	758	14	$1,593	$81	$1,674	$1,674
			@80%			
1BR / 1BA	540	9	$1,480	$58	$1,538	$1,860
2BR / 1BA	758	2	$1,735	$81	$1,816	$2,232
			@100%/Market Rate			
1BR / 1BA	540	11	$1,804	$58	$1,862	$2,325
2BR / 1BA	758	3	$2,237	$81	$2,318	$2,790
			Manager's Unit			
2BR / 1BA	758	1	N/A	N/A	N/A	N/A
		130				

Notes (1) Source of Utility Allowance provided by the Housing Authority of the County of Contra Costa, Effective March 1, 2019

Exhibit “C”

Sample Rental Agreement

Density Bonus Housing Agreement for Twin Oaks Senior Residence Mixed-Use Project

Lease Contract

Date of Lease Contract: September 27, 2019
(when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving In—General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) *(list all people signing the Lease Contract)*:

and *us*, the owner: 71 Carol Ln., L.P.

(name of title holder or published and recorded fictitious business name). You've agreed to rent Unit No. _____, (the "dwelling") at 71 Carol Lane

(street address) in Oakley
(city), California, 94561
(zip code) (the "dwelling") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The dwelling will be occupied only by you and *(list all other occupants not signing the Lease Contract)*:

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, _____, and ends at 11:59 p.m. the _____ day of _____, _____. **THIS LEASE CONTRACT WILL AUTOMATICALLY RENEW MONTH-TO-MONTH UNLESS EITHER PARTY GIVES AT LEAST 30 DAYS WRITTEN NOTICE OF TERMINATION OR INTENT TO MOVE-OUT AS REQUIRED BY PARAGRAPH 35 (MOVE-OUT NOTICE).** If the number of days isn't filled in, at least 30 days written notice is required. If the Residents have been in possession for longer than one year, Landlord shall provide Residents with at least a 60 day written notice to terminate tenancy. Residents shall comply with all notice provisions in paragraph 35 (Default by Resident).

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the dwelling is $_____, due on or before the date this Lease Contract is signed. See paragraphs 39 (Security Deposit Deductions and Other Charges) and 40 (Deposit Return, Surrender, and Abandonment) for security deposit return information. The security deposit may not exceed 2 month's rent for an unfurnished dwelling, and 3 month's rent for a furnished dwelling. The security deposit may not exceed two and a half month's rent for an unfurnished dwelling, and three and a half month's rent for a furnished dwelling in the event you install water furniture.

5. KEYS AND FURNITURE. You will be provided 2 dwelling key(s), 1 mailbox key(s), and 1 other access devices for _____.
Your dwelling will be *[check one]*: ☐ furnished or ☒ unfurnished.

6. RENT AND CHARGES. Unless modified by addenda, you will pay $_____ per month for rent, payable in advance and without demand:

☒ at the on-site manager's office, or
☐ at our online payment site, or
☐ at _____.

Prorated rent of $_____ is due for the remainder of *[check one]*: ☐ 1st month or ☐ 2nd month, on _____, _____.

Otherwise, you must pay your rent on or before the 5th day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the expiration of one business day after due date, you'll be delinquent. You will be obligated to pay to us a late charge of $50.00 if you fail to pay any amount when due under this Contract. You agree that it would be impracticable or extremely difficult to fix the actual damage to us and that the late charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. You'll also pay a charge of $25.00 for each returned check or rejected electronic payment. For additional returned checks you'll pay a charge of $35.00. If you are delinquent, all remedies under this Lease Contract will be authorized. If you are delinquent, all remedies under this Lease Contract and California law will be authorized. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligations under this Lease. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. UTILITIES. We'll pay for the following items, if checked:
☒ water; ☒ gas; ☐ electricity; ☐ master antenna
☒ wastewater; ☒ trash; ☐ cable TV;
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the dwelling unit, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. Our insurance does not cover the loss of your personal possessions or personal injury and it is recommended that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not responsible to any resident, guest, or occupant for dam or loss of personal property or personal injury from (including not limited to) fire, smoke, rain, flood, water and pipe leaks, hail,

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ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]* ❑ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

The dwelling ❑ is ❑ is not located in a special flood hazard area or an area of potential flooding. We have knowledge that the dwelling is in a special flood hazard area if: (1) we received written notice from any public agency, or, (2) our mortgage holder requires us to carry flood insurance, or (3) we currently carry flood insurance. You may obtain more information about hazards, including flood hazards, that may affect your dwelling from the Internet Web site of the Office of Emergency Services (http://www.caloes.ca.gov/). The Internet Web site address for the MyHazards tool is http://myhazards.caloes.ca.gov/. Our insurance does not cover the loss of the tenant's personal possessions. We recommend that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not required to provide additional information concerning the flood hazards to the property. The information provided herein is deemed adequate to inform you.

9. LOCKS AND LATCHES. We will provide an operable deadbolt lock on each main swinging entry door of the dwelling in compliance with California Civil Code, Section 1941.3, subject to statutory exceptions. We will provide window security or locking devices as required by that statute. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move in. You must notify us immediately of any inoperable door, window, latch, or lock. You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. Unless otherwise required by law, you must pay for all repairs or replacements arising from misuse or damage to devices by you or your household members, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Resident is requested to provide management with a current email address.

See any additional special provisions.

11. EARLY MOVE-OUT. If you move out early without our written consent or without paying us a negotiated lease termination fee, you will be liable to us for actual damages, including liability for rents during the entire remainder of your lease term (less mitigation) and for the cost of finding and processing a replacement resident, paying locator service fees, cleaning, make-ready costs, etc. In addition to any other rights and remedies allowed by law, we shall have the remedy set forth in Civil Code Section 1951.2.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN DWELLING.

Storage After Surrender, Abandonment, or Eviction. We may remove and/or store all property remaining in the dwelling or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 41 (Deposit Return, Surrender, and Abandonment)). We will use reasonable care in storing the property; but we're not liable for casualty loss, damage, or theft unless caused by deliberate or negligent act on our part. We may store the property either in the dwelling or in another safe place until (1) we release the personal property described in the notice to you or other persons we reasonably believe to be the owner of the property and we shall not require you to pay the cost of storage if its owner reclaims the property within two days of you vacating the dwelling, (2) charges (and actual advertising/sale expenses) are paid in full after 2 days, or (3) 18 days have elapsed after "Notice of Right to Reclaim Abandoned Property" has been mailed (or 15 days after it is personally served) by us, as provided below as otherwise required by law.

Notice. The "Notice of Right to Reclaim Abandoned Property" must be in substantial compliance with the statutory form in Section 1984 or 1985, California Civil Code. The notice must be given by personal delivery to you or via regular U.S. mail to you at your last known address or to the person believed by us to be the owner.

Redemption. If we've stored property as provided above, you or the person believed by us to be the owner may redeem the property by paying all storage charges (and any actual advertising/sale expenses) on or before the expiration of the Notice of Right to Reclaim Abandoned Property as required by law. The charges for storage will be the fair rental value of the rental space reasonably required for the storage. We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check. We may also send a copy to your email address.

Other disposition or Sale. If all the property being stored is believed by us to be worth less than $700 and it has not been redeemed, we may keep, throw away, or give away the property after the 18th day following the giving of the "Notice of Right to Reclaim Abandoned Property" above. If all of the property is believed by us to be worth $700 or more, we may (1) release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and the former tenant or other person reasonably believed by the landlord to be its owner reclaims the property within two days of vacating the dwelling, (2) we release the property to the person believed by us to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) sell the property at public sale in compliance with the procedures of Section 1988 of the California Civil Code. Sale may be subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. You and the landlord may bid at the sale. Excess sums will be paid over to the county in accordance with statute.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left beh 241 after you moved out.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, including future rents (less any mitigation), reletting charges, attorney's fees (consistent with paragraph 31 (Default by Resident)), court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 31 (Default by Resident) apply to the failure to pay first month's rent upon execution of the Lease Contract.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling rules allowed under paragraph 18 (Community Policies or Rules), or as otherwise allowed by law. We will give you a minimum of 30 days notice if you are on a month to month tenancy before we increase the rent (a maximum of 10% increase over the previous 12 months). We will give you at least 60 days notice during a month to month tenancy before we raise the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in your income or family composition as determined by a recertification required by statute or regulation.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Any termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

    If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later.

    (1) If we give written notice to any of you when or after the Lease Contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

    (2) If we give written notice to any of you before the beginning of the lease term and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new beginning date of the lease term for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Dwelling Unit

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written Community rules, regulations and policies, including instructions for care of the dwelling and the Community. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the Community and do not change dollar amounts on page 1 of this Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The dwelling and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Doors, windows, and other passageways inside the dwelling must be clear and unobstructed for access to every room in the dwelling, and may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You must maintain the dwelling free from clutter or any other condition which may restrict air flow, encourage mold growth, invite pests, creates a fire hazard, or otherwise degrades the habitability of the dwelling. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the Community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Unless otherwise provided by law, conducting any kind of business in your dwelling or in the Community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes. You or your guests may not use the dwelling, or any other part of the property, to violate, or in violation of, any law, statute, or ordinance. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

    We may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

20. **PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Community; disrupting our business activities; manufacturing, cultivating, delivering, selling, possessing with intent to deliver or sell, or otherwise possessing or using a controlled substance or drug paraphernalia for use with a controlled substance (Note: "Controlled substance" includes so-called "medical marijuana" under the law of California and any state having similar laws. The Resident agrees not to violate any law or ordinance. Marijuana is listed as a Class 1 scheduled drug under federal law, and is a prohibited controlled substance. (21 United States Code sections 801-904: 21 United States Code section 841(a)(1); 21 United States Code section 812(b)(1)); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the Community if it:

    (1) has a flat tire or other condition rendering it inoperable; or
    (2) is on jacks, blocks or has wheel(s) missing; or
    (3) has no current license plate or no current registration and/or inspection sticker; or
    (4) takes up more than one parking space; or
    (5) belongs to a resident or occupant who has surrendered or abandoned the dwelling; or
    (6) is parked in a marked handicap space without the legally required handicap insignia; or
    (7) is parked in space marked for manager, staff, or guest at the office;or
    (8) blocks another vehicle from exiting; or
    (9) is parked in a fire lane or designated "no parking" area; or
    (10) is parked in a space marked for other resident(s) or unit(s); or
    (11) is parked on the grass, sidewalk, or patio; or
    (12) blocks garbage trucks from access to a dumpster; or
    (13) belongs to a resident and is parked in a visitor or retail parking space.

22. **RELEASE OF RESIDENT.** Unless entitled to terminate this Lease Contract by law or pursuant to its terms, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or death.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate your tenancy if after entering into the Lease Contract you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You a may terminate your tenancy if:

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(1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and

(2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependent living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 31 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

Per California law, if you provide a written request, in good faith, and we believe the request is incomplete, not legally sufficient, or that you are not entitled to the relief requested, we must, within 30 days of the request, provide a written response to you identifying: a) the specific information or materials that are missing from the request, and b) the information that would be required to grant the relief requested, and c) provide contact information, including a mailing address and telephone number, which you can use to contact us. Our failure to object to your request in writing within 30-days waives our objections to you that we may have had, and you will be entitled to the relief requested.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke nor the carbon monoxide detectors. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report known smoke and carbon monoxide detector malfunctions to us, and if your action or inaction causes loss, damage, or fines from fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We are not responsible for the acceptance or receipt of any mail, messages, or packages left at the entrances to the dwelling or elsewhere on the property, or for any loss or damage to those items or any other material that is delivered to the property. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the dwelling is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your dwelling, you'll be liable for damage to our and other's property. You agree to indemnify and hold us harmless from any claims, loses, or expenses (including attorney's fees) that we may incur as result of your negligence, or the negligence of your guests, invitees, or occupants in the dwelling, such as damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Compliance with Statutory Obligations. You hereby understand and acknowledge that you have an affirmative duty to comply with the obligations set forth in California Civil Code Section 1941.2:

(1) To keep the dwelling clean and sanitary as the condition of the dwelling permits.
(2) To dispose all rubbish, garbage and other waste, in a clean and sanitary manner.
(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
(4) Not to permit any person, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the Community or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
(5) To occupy the dwelling as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the dwelling, fixtures, and furniture as is, except for conditions causing the premises to be untenantable under California Civil Code 1941. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering the Community. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the dwelling or Community. No holes or stickers are allowed inside or outside the dwelling. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless permission is statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITYRELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE. (except in case of fire, smoke, gas, explosion, overflowing sewa 243 uncontrollable running water, electrical shorts, or crime in progress).

Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling Unit or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contact. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. If you or any guest or occupant violates the animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling unit at any time during your term of occupancy (with or without our consent), we'll charge you for any necessary defleaing, deodorizing, and shampooing. You must not feed stray or wild animals.

28. WHEN WE MAY ENTER. Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident is present and consents to entry at the time of entry, or
- To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- Entry to inspect a tenant's dwelling unit shall comply with Section 1954. Entry to inspect any unit selected by the pest control operator and to conduct followup inspections of surrounding units until bed bugs are eliminated is a necessary service for the purpose of Section 1954. Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator.

The landlord shall notify the tenants of those units inspected by the pest control operator pursuant to Section 1954.604 of the pest control operator's findings. The notification shall be in writing and made within two business days of receipt of the pest control operator's findings. For confirmed infestations in common areas, all tenants shall be provided notice of the pest control operator's findings.

29. JOINT AND SEVERAL RESPONSIBILITY Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 40 (Deposit Return, Surrender, and Abandonment).

30. ASSIGNMENT AND SUBLETTING. You may not assign or sublet any portion or the entire dwelling, except to the extent required by law. We intend this to be a strict and absolute prohibition against subletting and assignment. We will not acknowledge, communicate, or accept rent from any person other than you. All guests, residents, occupants, subtenants, or assignees in the dwelling must comply with every term of this Lease. If you no longer permanently reside in the dwelling, we reserve the right to raise the rent and collect rent from any subsequent occupants. You must notify us in writing if you no longer permanently reside in the dwelling, or if it is no longer your principal place of occupancy. You may still be liable for the entire Lease Contract term if you move out early (see paragraph 35 Move-Out Notice).

Responsibilities of Owner and Resident

31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Community rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your dwelling; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraphs 19 (Limitations on Conduct) or 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. Any of the above defaults shall be a material breach of the Lease and shall be a just cause to evict you from the dwelling.

Eviction. If you default and if we wish to terminate your right of occupancy, we must give you a 3 Court day written notice to cure the default. If the default is incurable (i.e. assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of this Lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises, or using the premises for an unlawful purpose, or any other incurable default), we may end your right of occupancy by giving you a 3-day notice to vacate. Notice to cure and notice of occupancy termination must be delivered by either: (1) personal delivery to any resident; or (2) personal delivery at the dwelling to any occupant of suitable age and discretion and sending a copy through the regular U.S. mail addressed to the tenant at his or her place of residence; or (3) posting on the outside of the dwelling's front door, accompanied by mailing the notice by regular U.S. mail. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased to market rents, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of holdover (less any mitigation); and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by deliver written notice to you or your dwelling while you continue to h over.

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Other Remedies. If your rent is delinquent and we give you 3 days' prior written notice, we may report unpaid amounts to consumer reporting agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies including lease termination, lockout under statute, and the remedy set forth in Civil Code § 1951.2. The prevailing party may recover from a non-prevailing party attorney's fees and any costs of litigation in an amount of no more than $1200. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 10% interest per year from due date. To the greatest extent allowed by law, you must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. If you fail to fulfill your obligations under this Lease, we intend to submit a negative report to a consumer reporting agency. The report will summarize your violations and be a possible reflection on your credit record.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

32. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo or letter that was given. Fax signatures are binding.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages or deeds of trust, at our lender's option. All lease obligations must be performed in the county where the dwelling is located. Upon our request, resident shall provide us with a Tenant Estoppel Certificate.

REGISTERED SEX OFFENDER NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the Community of residence and ZIP Code in which he or she resides.

PROPOSITION 65 WARNING: Proposition 65 protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform Californians about exposures to such chemicals. Please see the California Proposition 65 Addendum for warnings and additional information.

NOTICE OF NEGATIVE CREDIT REPORT: Pursuant to California Civil Code § 1785.26, you are hereby notified that a negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligation under this Lease Contract.

INDEMNIFICATION: Subject to applicable law, you shall indemnify and hold the owner, its agents and employees, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to your, your guest's or occupant's negligence, tenancy and/or your failure to comply with this Lease Contract.

CONSENT TO SOLICITATION: You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda may be exercised in our sole and absolute discretion.

OBLIGATION TO VACATE: If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the dwelling and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

POLITICAL SIGNS: You may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public board or elected local body for a vote as allowed by law. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. You must post and remove political signs in compliance with the time limits set by local ordinance. If no local ordinance exists, political signs may be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.

33. PAYMENTS. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Dwelling) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We will accept rent payments from a third party, if the third-party signs an acknowledgment stating 1) the third party is not a current tenant of the property and 2) that acceptance does not establish a tenancy.

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local dwelling (multi-housing) associations for the area where the dwelling is located.

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When Moving Out

35. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term). The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Terms). The move-out date in your notice *[check one]*: ☒ must be the last day of the month, or ❑ may be the exact day designated in your notice. If neither box is checked, the second checkbox applies. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 22 (Release of Resident), except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 (Early Move-Out), 22 (Release of Resident), 23 (Military Personnel Clause), or under other laws providing a right to terminate this Lease Contract. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

36. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under paragraphs 11 (Early Move-Out) and 31 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

37. CLEANING. You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

38. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

39. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You may not use the security deposit to pay any month's rent. We may withhold from the security deposit only such amounts as are reasonably necessary to remedy your defaults including, but not limited to, the following:

a) Defaults in the payment of rent;
b) To repair damage to the premises caused by you, exclusive of ordinary wear and tear, and/or:
c) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and /or;
d) To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

40. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within 21 days after surrender or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Surrender. You have surrendered the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; (2) all dwelling keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid—whichever date occurs first, or (3) we reasonably believe that you have surrendered the dwelling to us.

Abandonment. You have abandoned the dwelling when we reasonably believe you have abandoned it. California law provides that abandonment will be found when all of the following have occurred: (1) your rent has been due and unpaid for at least 14 days; (2) we give you written notice of such belief and our intent to terminate the lease because of your delinquency; (3) our notice of abandonment follows substantially the form in California Code Section 1951.3(d); (4) such notice is given by (i) personal delivery to you, or (ii) first class mail, postage prepaid to your last known address; (5) the lease termination date in that notice is at least 15 days after personal delivery or 18 days after mailing; and (6) such 15 or 18 day notice period has expired without response from you as per California Code Section 1951.3. If we have reason to believe you won't receive the notice at your last known address, we will, at the same time we mail the above notice to your last known address, mail a copy to any other addresses that are known to us where you could reasonably be expected to receive the notice.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13 (Property Left In Dwelling)), but do not affect our mitigation obligations (paragraph 31 (Default by Resident)).

Severability, Originals and Attachments, and Signatures

41. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

You are legally bound by this document.
Read it carefully before signing.

Name and address of locator service *(if applicable)*

Date form is filled out *(same as on top of page 1)*

09/27/2019

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(Required by Cal. Civil Code Section 1962)

Name, address and telephone number of Owner or Owner's Agent:

WinnResidential California, LP
2499 W. Shaw Ave, Suite 103
Fresno, CA 93711
(559)435-3434

Name, address and telephone number of person or entity to whom payments must be made:

Oak Forest Senior Villas
71 Carol Lane
Oakley, CA 94561
(925)625-1300

Acceptable forms of payment:

Cashier's check, money order, perso

Rent Payments may be made personally ☒ Yes ☐ No
If yes, the person authorized to accept payments will be available

Mon-Sat. 8am-5pm

(usual days and hours authorized person will be available to accept payment).

THIS LEASE CONTRACT WILL AUTOMATICALLY CONTINUE AS A TENANCY FROM MONTH TO MONTH AT THE EXPIRATION OF THE INITIAL LEASE TERM UNLESS (1) PROPER MOVE-OUT OR VACATE NOTICE IS GIVEN UNDER PARAGRAPH 35 (MOVE-OUT NOTICE), OR (2) YOU AND WE AGREE OTHERWISE IN WRITING.

Resident or Residents *(all sign below)*

Owner or Owner's Representative *(signing on behalf of owner)*

Address and phone number of owner's representative for notice purposes

69 Carol Lane
Oakley, CA 94561
(925)625-1300

SPECIAL PROVISIONS *(CONTINUED FROM PAGE 2)*

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ADDITIONAL SPECIAL PROVISIONS

DWELLING UNIT DESCRIPTION. Unit No. _____, 71 Carol Lane
_____ *(street address)* in Oakley
(city), California, 94561 *(zip code)*.

Lease Contract Description. Lease Contract Date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.

Residents *(list all residents)*:

Notwithstanding other provisions contained in this Lease Contract and Addendums, the following provisions shall apply: *This lease contract will automatically convert to month-to-month unless either party gives at least 60 days written notice of termination, lease renewal or intent to move-out as required under the terms of this lease. *Management has the right to require payment via MoneyGram, money order or certified check and shall not accept personal checks or e-checks after 2 checks have been returned for insufficient funds. *Management has the right to restrict acceptance of on-line payments once a resident has been placed in to the eviction process. *Requests, Repairs and Malfunctions may be communicated to the Management Office in writing, via phone, in person in the management office, through the answering service or via email to the management office, and, if applicable on-line through the resident portal or the E-Survey program. *Management reserves the right to charge a reasonable fee for replacement of lost or damaged keys. *Management reserves the right to charge a reasonable fee for after- hour lock-outs. *Management reserves the right to determine if balconies or patios are not being kept to the neat and clean standard stated in this lease.

Resident(s) *(All residents must sign)*	**Date of Signing Addendum**

Owner or Owner's Representative	**Date of Signing Addendum**

California/National Apartment Association Official Form, October 2012
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UTILITY AND SERVICES ADDENDUM

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated September 27, 2019 between 71 Carol Ln., L.P.

("We" and/or "we" and/or "us") and _____

("You" and/or "you") of Unit No. _____ located at 71 Carol Lane _____ *(street address)* in Oakley, CA 94561 _____ and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) Water service to your dwelling will be paid by you either:
- ❑ directly to the utility service provider; or
- ❑ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

b) Sewer service to your dwelling will be paid by you either:
- ❑ directly to the utility service provider; or
- ❑ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

c) Gas service to your dwelling will be paid by you either:
- ❑ directly to the utility service provider; or
- ❑ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

d) Trash service to your dwelling will be paid by you either:
- ❑ directly to the service provider; or
- ❑ trash bills will be billed by the service provider to us and then charged to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

e) Electric service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ❑ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

f) Stormwater service to your dwelling will be paid by you either:
- ❑ directly to the utility service provider; or
- ❑ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

g) Cable TV service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ❑ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

h) Master Antenna service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ❑ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

i) Internet service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
- ❑ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

j) (Other) _____ service to your dwelling will be paid by you either:
- ❑ directly to the utility service provider; or
- ❑ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

k) (Other) _____ service to your dwelling will be paid by you either:
- ❑ directly to the utility service provider; or
- ❑ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
  - ❑ If flat rate is selected, the current flat rate is $_____ per month.
  - ❑ 3rd party billing company if applicable _____

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METERING/ALLOCATION METHOD KEY
"1" - Sub-metering of all of your water/gas/electric use
"2" - Calculation of your total water use based on sub-metering of hot water
"3" - Calculation of your total water use based on sub-metering of cold water
"4" - Flat rate per month
"5" - Allocation based on the number of persons residing in your dwelling unit
"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
"7" - Allocation based on square footage of your dwelling unit
"8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
"9" - Allocation based on the number of bedrooms in your dwelling unit
"10" - Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the dwelling unit has no sub-meter. The formula may be based on factors such as, the interior square footage of the dwelling unit, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

   If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	$_____ (not to exceed $_____)
Monthly Administrative Billing Fee:	$_____ (not to exceed $_____)
Late Fee:	$_____ (not to exceed $_____)
Final Bill Fee:	$_____ (not to exceed $_____)

   If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of $_____.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

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12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

For utility services that are resident-paid, proof must be provided that the service has been established in the resident's name and is effective as of the Lease Contract date prior to execution of the lease document. *In addition to being a material breach of this lease, failure to maintain a resident-paid utility in the resident's name will result in the utility expense being billed back to the resident and a processing fee will be assessed. *Resident acknowledges that it is a violation of the Lease Contract to connect to any common area utilities for household use.

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Management _____ Date _____

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BED BUG ADDENDUM

Date: September 27, 2019
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
_____
_____
_____

Residents *(list all residents)*:
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs *(cimex lectularius)* which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION. You agree that you: *(Check one)*
❑ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
❑ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS. You agree that you have read all of the information on this addendum about bed bugs and:
(Check one)
❑ you are not aware of any infestation or presence of bed bugs in your current or previous dwellings or home. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
❑ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:
_____
_____
_____
_____
_____
_____

6. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treat the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us:
- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned at the time we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in our dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If required to vacate, for your health and safety, and the effectiveness of the treatment, you shall not reenter the dwelling until instructed to by the pest control operator. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

9. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possessi of the dwelling. If you fail to move out after your right occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

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10. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

11. **SPECIAL PROVISIONS.** The following special provisions control over conflicting special provisions of this printed form:

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

Information about Bed Bugs

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

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Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Please also refer to the Requests, Repairs, and Malfunctions paragraph of your lease.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

_____

_____

_____

_____

_____

_____

Owner or Owner's Representative
(Signs below)

_____

Date of Signing Addendum

_____

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

California/National Apartment Association Official Form, January 2019
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MOLD INFORMATION AND PREVENTION ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
_____
_____
_____
_____

Residents *(list all residents)*:
_____
_____
_____
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ABOUT MOLD.** Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

   Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

   - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
   - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
   - Promptly notify us in writing about any air conditioning or heating system problems you discover, including non-functioning fans or other ventilation systems. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
   - Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
   - Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

   - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
   - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
   - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
   - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
   - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
   - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON *NON-POROUS* SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

   Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

   If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract
September 27, 2019

California/National Apartment Association Official Form, January 2019
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RESIDENT'S NOTICE OF INTENT TO MOVE OUT

To be delivered to owner's representative

DWELLING UNIT DESCRIPTION. Unit No. _____, 71 Carol Lane
_____ *(street address)* in Oakley
_____ *(city)*, California, 94561 *(zip code)*.

LEASE CONTRACT DESCRIPTION. Lease Contract date: September 27, 2019 Owner's name: 71 Carol Ln., L.P.

Residents *(list all residents):* _____

Date you will move out and surrender premises: _____

1. **CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.

2. **DATE OF SURRENDER.** Under the Lease Contract, you *surrender* the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
   - turn in all keys/access devices where you pay the rent;
   - the move-out date has passed and no one is living in the dwelling unit;
   - abandon the dwelling unit (as defined in the Lease Contract).

   All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.

3. **EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.

4. **HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.

5. **CLEANING.** Under the Lease Contract, you must leave the dwelling in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.

6. **FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.

7. **RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

8. **PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.

9. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.

10. **ABANDONED PERSONAL PROPERTY.** State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

11. **REASONS FOR MOVING.** *(Optional)*

    _____

    _____

12. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Your Signature or Signatures

_____

_____

_____

_____

_____

_____

You may be contacted now at:

Home phone: (_____) _____

Work phone: (_____) _____

Date when you delivered this notice: _____

Your Forwarding Address
(You must provide this information.)

_____

_____

_____

_____

_____

_____

FOR OFFICE USE ONLY

Owner's representative who received notice:

_____

Date notice was received: _____

Move-out date was ❑ approved or ❑ disapproved

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Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Unit No._____ in 71 Carol Ln., L.P._____
_____
_____
_____ *(name of dwelling)*, or street address *(if house, duplex, etc.)*: _____
_____
Date of intended move-out: _____. If move-out is approved, prorated rent (if any) through move-out date: $ _____

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- ❑ We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
- ❑ We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- ❑ We consent to the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: _____ Signature of our representative: _____

California/National Apartment Association Official Form, January 2019
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COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: 71 Carol Ln., L.P.

Resident(s):

Unit No:/Address: 71 Carol Lane

Lease Date: 09/27/2019

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner and Owner's affiliates, employees and agents harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against them and that are in any way related to or arise from such use, even if caused by the negligence of Owner or Owner's affiliates, employees and agents, to the greatest extent allowed by law. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY, DEFEND WITH COUNSEL OF OWNER'S CHOOSING, AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ❑ **DOES**; ☒ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ **DOES**; ❑ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Community Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☒ **DOES**; ❑ **DOES NOT** accept packages on behalf of Residents.
For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☒ **DOES**; ❑ **DOES NOT** have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only ____1____ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Acting in accordance with California Vehicle Code 22658(a), any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a ___96___ hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly create or maintain a fire hazard.
- Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of ____10____ feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

Pest Control:

❑ No Pest Control Contract. We have not contracted with a registered structural pest control company to provide periodic pest control services to the property.

☒ Property is covered by a Pest Control Contract. We have contracted with a registered structural pest control company to provide services to the property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the property as provided under California Business and Professions Code § 8538 and Civil Cc § 1940.8.

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER FURNITURE. We may absolutely prohibit any and all water beds or other water-filled furniture from the dwelling if the dwelling received a certificate of occupancy before January 1, 1973. Before you install any water-filled furniture in the dwelling, you must comply with California Civil Code § 1940.5 and receive our written consent.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. Resident shall be mindful that their use of any patios or balconies does not cause any hazards or damage of any kind, or contribute to unsightly appearances on the exterior of the dwelling. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Barbecue grill, including charcoal ashes must be completely cool before putting it back near the building. In addition, Charcoal ashes must be disposed of in a metal container. Use of a grill, and improper disposal of ashes, in violation of the 10 foot restriction will result in a written notice of lease violation for a first offense. A second violation will result in the apartment household being banned from the use of grills entirely. Propane grill fuel tanks may not be stored inside the apartment. Any propane tanks found in the apartment will be removed immediately.

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	

LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1. DWELLING UNIT DESCRIPTION.
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
_____
_____
_____
_____

Residents *(list all residents)*:

_____
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

[Check all that apply]

❑ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of $ _____ . This Concession will be credited to your rent due for the month(s) of: _____
_____
_____
_____.
The amount specified in the Rent and Charges paragraph of the Lease Contract is the amount due before the application of the rent concession.

❑ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of $ _____ per month off of the suggested rental rate for your dwelling. The amount specified in the Rent and Charges paragraph is the amount due after application of the rent concession.

❑ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:
_____
_____
_____
_____
_____

❑ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.
_____
_____
_____
_____
_____

Concession Cancellation. The concession and discounts indicated above are conditioned upon your full and timely compliance with the Lease Contract.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, without further notice from us, and you will not be entitled to receive any further concessions or discounts.

4. MARKET RENT. The market rent for this dwelling is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

5. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.
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Resident or Residents
[All residents must sign here]

_____
_____
_____
_____
_____
_____

Owner or Owner's Representative
[signs here]

_____

Date of Lease Contract

September 27, 2019

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LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

1. DWELLING UNIT DESCRIPTION.
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.

Residents *(list all residents)*:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

☒ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency.

☐ **Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency.

☒ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

☒ If a remote control is lost, stolen or damaged, a $25.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a $25.00 deduction from the security deposit.

☐ If a card is lost, stolen or damaged, a $_____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a $_____ deduction from the security deposit.

☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur.

Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there is any person or animal nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

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Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[signs here]

Date of Lease Contract

September 27, 2019

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NO-SMOKING ADDENDUM

Date: September 27, 2019
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the Community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
_____
_____
_____

Residents *(list all residents)*:

_____
_____
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the Community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.
Smoking is permitted only in specially designated areas outside the buildings of the Community. Smoking must be at least _____ feet from the buildings in the Community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the Community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the Community may be used for smoking: _____
_____
_____
_____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

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9. **EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. **YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this Community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. **THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

    This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

    Smoking, including vaping, is not permitted in your unit, any where in the building, on balconies, patios, and common areas attached to or outside of your dwelling.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

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SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM

Date: September 27, 2019
(when this Amendment is filled out)

1. DWELLING UNIT DESCRIPTION.
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.

Residents *(list all residents)*:

You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Amendment

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ADDENDUM REGARDING RECREATIONAL and MEDICAL MARIJUANA USE and LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM

1. DWELLING UNIT DESCRIPTION.
Unit. No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.

Residents *(list all residents)*:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The Propositions 215 and 64 permit the limited use of medical marijuana and recreational purchase in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, dwelling complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(sign here)*	**Date of Signing Addendum**
Owner or Owner's Representative *(signs here)*	**Date of Signing Addendum**

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CRIME/DRUG FREE HOUSING ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
_____
_____
_____

Residents *(list all residents)*:

_____
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. **CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

   A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

      1. Engaging in any act intended to facilitate any type of criminal activity.
      2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
      3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of California and/or the Federal Controlled Substances Act.
      4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
      5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
      6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
      7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
      8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

   B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. **CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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Resident or Residents *(sign here)*

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Owner or Owner's Representative *(signs here)*

_____

Date of Signing Addendum

_____
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Date of Signing Addendum

_____

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

1. **DWELLING UNIT DESCRIPTION.**
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
_____
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Residents *(list all residents)*:
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
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Resident or Residents
(All residents must sign)

_____

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_____

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_____

Owner or Owner's Representative
(Signs below)

_____

Date of Signing Addendum

_____

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PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
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Residents *(list all residents)*:

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Occupants *(list all occupants)*:

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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

   A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. **PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. **CONSENT TO USE YOUR NAME, LIKENESS , WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, or use your voice, written comments, and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. **RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. **REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

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SHORT-TERM LEASE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.
_____
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Residents *(list all residents)*:

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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** We recognize that you have special circumstances that require a short-term Lease Contract. By entering this Addendum with you, we have agreed to modify the terms of your Lease Contract to allow more flexibility in your lease term and move-out notice.

4. **LEASE CONTRACT TERMS.** The language of the Lease Terms paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

The initial term of the Lease Contract begins on the _____ day of _____, _____ *(year)*, and ends at midnight on the _____ day of _____, _____ *(year)*.

The Lease Contract, as amended by this Addendum, does not automatically renew. The Lease Contract will terminate on the date indicated above, unless you provide us with a written request to renew or extend the Lease Contract term and we give you written or electronic approval of your request.

5. **WAIVER AND MODIFICATION OF MOVE-OUT NOTICE.** The language of the Move-Out Notice paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

We agree to waive the move-out notice required to be given by you prior to the end of the Lease Contract term. As a courtesy, we request that you provide us with a written notice of your move-out date.

Moving out prior to the end of the Lease Contract term will not release you from liability for the full term of the Lease Contract, any renewal term(s), and/or lease extensions. You will still be liable for the entire Lease Contract term if you move out early (Early Move-Out paragraph), except as otherwise expressly set forth in the Lease Contract.

6. **SHOWING THE UNIT.** We may begin showing your unit to prospective residents 30 days before your Lease Contract term ends, per the When We May Enter paragraph of the Lease Contract.

7. **OTHER RIGHTS UNCHANGED.** Except as otherwise expressly set forth in this Addendum, all other contractual rights and obligations of both you and us under the Lease Contract remain unchanged.

8. **OBLIGATION TO VACATE.** You have an obligation to vacate the dwelling at the end of the Lease Contract term. Please contact us if moving out by the end of the Lease Contract term becomes a problem for you. You may be able to extend your Lease Contract term if we have not already relet the dwelling to others. We and any successor residents who may be leasing your unit will be relying on your moving out per the Lease Contract termination date. Therefore, you may not hold over beyond such a date without our written or electronic consent—even if it means you have to make plans for temporary lodging elsewhere. You will be subject to the terms and conditions of the Default by Resident paragraph of the Lease Contract should you hold over.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this form:

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10. **SEVERABILITY.** If any provision of this Addendum or Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

Resident or Residents
(All residents must sign)

_____
_____
_____
_____
_____
_____

Owner or Owner's Representative
(signs below)

_____

Date of Signing Addendum

_____

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REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY

1. DWELLING UNIT DESCRIPTION.
Unit No. _____, 71 Carol Lane
_____
_____ *(street address)* in
Oakley
(city), California, 94561 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: September 27, 2019
Owner's name: 71 Carol Ln., L.P.

Residents *(list all residents)*:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their dwelling or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their residences, and we have created the policy described in this Addendum to meet that need.

4. PURPOSE OF ADDENDUM. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or(3) individuals with a record of such an impairment. California law defines a person with a disability to include individuals with a mental or physical impairment, disorder, or condition that limits a major life activity. In California, the definition of disability also includes a perception that the individual has a disability, or that the individual is associated with an individual who has, or is perceived to have, a disability.

B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. Reasonable Modification Expenses. Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

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E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

F. Alternative Modification. Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

B. Request for Accommodation, Evaluation of Disability. If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. Alternative Accommodation. Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. AMENDMENT TO POLICY. This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

_____

by writing or calling:

_____

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_____

Resident or Residents
(All resident's must sign)

_____

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_____

Owner or Owner's Representative
(Signs below)

_____

Date of Signing Addendum

_____

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WinnResidential California Unit Inspection Form

Site:

Oak Forest Senior Villas **Oakley** **CA**

Date of Move-In Inspection: _____

Date of Initial Move-Out Inspection: _____

Date of Final Move Out Inspection: _____

Resident Name: _____

Apartment #: _____ # Bedrooms: _____

CODES: **NCC** - Needs complete cleaning - **REP** - Replace - **SC** - Needs spot cleaning - **SP** - Needs spot painting
RPR - Needs repair - **PT** - Needs painting - **SCR** - Scratched - **CLN** - Clean - **NEW** - New

	Move In Inspection	Initial Inspection (resident's option)	Final Inspection
KITCHEN			
Ceiling			
Doors			
Walls			
Floors			
Stove			
Refrigerator			
Sink			
Fixtures			
Other			
BATHROOM #1			
Doors			
Walls			
Ceiling			
Floor			
Toilet			
Sink			
Tub			
Fixtures			
Other			
BATHROOM #2			
Doors			
Walls			
Ceiling			
Floor			
Toilet			
Sink			
Tub			
Fixtures			
Other			
LIVING AND DINING AREA			
Doors			
Walls			
Ceiling			
Floor			
Fixtures			
Windows			

Move-In

Owner's Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit. This unit is in decent, safe and sanitary condition. If this report discloses any deficiences I certify that they will be remedied within 30 days of the date this Tenant moves into this unit.

Signature of Owner:

Family Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit. This unit is in decent, safe and sanitary condition.

Signature of Family member(s) who made this inspection.

	Move In Inspection	Initial Inspection (resident's option)	Final Inspection
BEDROOM #1			
Doors			
Walls			
Ceiling			
Floor			
Fixtures			
Windows			
Other			
BEDROOM #2			
Doors			
Walls			
Ceiling			
Fixtures			
Windows			
Other			
BEDROOM #3			
Doors			
Walls			
Ceiling			
Fixtures			
Windows			
Other			
BEDROOM #4			
Doors			
Walls			
Ceiling			
Fixtures			
Windows			
Other			
BEDROOM #5			
Doors			
Walls			
Ceiling			
Fixtures			
Windows			
Other			
HEATING/COOLING EQUIPMENT			
Thermostat			
Water Heater			
Furnace			
MISCELLANEOUS			
Screens			
Other			

Move-Out

Owner's Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit at move-out. Items noted will be charged against the tenant security deposit per applicable regulations and approved charges.

Signature of Owner:

Family Certification

I certify that the foregoing report correctly represents the condition of the above-identified unit at move-out.

Signature of Family member(s) who made this inspection.

WinnResidential

Resident Awareness Notice

Kids Can't Fly

*"Every day you whisper a promise to your child, 'I will always love you and keep you safe.' But keeping your home and children safe takes more than promises. It can only be done with safety **awareness,** planning and preventive action." -- National Safety Council*

Safety Tips to Prevent Window and Balcony Falls

- Unattended children run the greatest risk of falls and injuries, so the best first step is to watch your children as they play. Nothing can substitute for careful supervision.
- When youngsters are around, close and lock your windows and balcony doors.
- If you need ventilation, open only windows your children cannot reach.
- Be sure to keep furniture - or anything children can climb - away from windows and balcony railings.
- If possible, open windows from the top, not the bottom.
- Teach your children not to play near windows. Do not let children play on the balcony unattended.
- Never depend on insect screens to prevent falls. Insect screens are designed to provide ventilation. They will not hold a child's weight against them.
- Notify the management office immediately if you need repair to any window, window latch or window locking device, balcony door, balcony railing or posts in your home!
- Only solid information and proper preparations can help you keep the promise of safety you give to your loved ones; even the smallest risk is not worth taking.

WinnResidential

Window and Balcony Safety Information Acknowledgement Form

Date: 09/27/2019

Print Resident Head of Household Name:_____

Apartment Address: 71 Carol Lane Oakley, CA 94561

I acknowledge that I have received the Resident Awareness Notice - Kids Can't Fly.

Signature (Head of Household) _____

Signature _____

Signature _____

Signature _____

Signature (Management Representative)_____

WinnCompanies

MULTIFAMILY CUSTOMER AUTHORIZATION TO RELEASE AND RECEIVE CUSTOMER INFORMATION

By signing this form, you authorize WinnCompanies, its affiliates and/or its representatives ("Agents") to access and utilize all past, current, and 60-month future energy billing and consumption data for each utility listed below, in order to track energy costs and consumption and facilitate energy efficiency projects, as applicable.

PROPERTY INFORMATION

Property Name	
Property Address	Unit Number
Unit Type	Studio ☐ 1-Bedroom ☐ 2-Bedroom ☐ 3-Bedroom ☐ Other ☐
Tenant Name	Phone Number

ELECTRIC ACCOUNT INFORMATION

Electric Utility Company	
Account Holder Name	OK to Release Cost Information: ☐Yes ☐No
Account Number(s)	Meter Number(s)

HEATING FUEL ACCOUNT INFORMATION

Heating Fuel Utility Company	
Account Holder Name	OK to Release Cost Information: ☐Yes ☐No
Account Number(s)	Meter Number(s)

WATER ACCOUNT INFORMATION

Water Utility Company	
Account Holder Name	OK to Release Cost Information: ☐Yes ☐No
Account Number(s)	Meter Number(s)

As the tenant/customer listed above, I hereby consent to the utility provider(s) that WinnCompanies and/or its Agents are authorized to access and utilize any and all billing information and data related to electricity, natural gas, and water accounts at the above listed property and unit address. I understand this information is being made available to help WinnCcompanies evaluate potential energy cost savings. I hereby release, hold harmless, and indemnify WinnCompanies, its agents, and the utility provider(s) from any liability, claims, demands, causes of action, damages, or expenses resulting from any release of information pursuant to this authorization.

_____ / _____ _____

Signature Print Date

Utility Company: This authorization provides authority to Winn Companies, its affiliates, and/or its representatives ("Agents") to receive billing data for the customer listed above. The Agent will provide, along with this release form, written instructions/requests (email is acceptable) about the particular data needed. The utility company is to provide the information requested, to the extent available. Minimum data requests will include meter read date, monthly usage, monthly delivery cost, and monthly supply cost. Historical data is to be emailed to the Agent/ requestor.

WinnCompanies Representatives ("Agents" authorized to receive historical data from utility companies)	
Remote Utility Monitoring (RUM)	☑
WegoWise Inc.	☑
Other:	☐

Responsibilities of Resident before Vacating Apartment

Property: **Oak Forest Senior Villas** Date: **09/27/2019**

Name(s):
Address: **71 Carol Lane** Apt:

For your convenience, the following is a checklist of items to be cleaned/repaired before scheduling your move-out inspection. Also provided is a cost schedule for cleaning or damage other than normal wear and tear.

1. Apartment must be free of all personal belongings before inspection may take place.

2. Clean apartment thoroughly ($50-$100 if not done).

3. Walls and doors must be free of dirt, grease, fingerprints, and stickers or borders. Bad marks or chipped paint or plaster will be estimated accordingly, as well as ceiling damage due to hanging plants. Paint charge as follows:
   a) Tenancy more than one year – no charge
   b) Tenancy less than one year – will equal 2/3 of the total cost of re-painting
   c) Obvious wall abuse and wallpaper removal – minimum $150.00

4. Door repairs: Interior door damage: strike plates, frames, etc. ($15.00 minimum for Damages), holes and broke surfaces to interior doors (repairs needed - $40.00), replacement of entire door will be at current vendor pricing.

5. All door keys, mailbox keys, storage keys, must be returned on or before the lease Expiration. If all keys are not returned, the Resident will be charged $75.00 for lock Replacements.

6. Wall repairs: Nail holes should be filled and sanded ($.50 a hole), large holes Requiring major taping with plastic will be billed at $16.00 per hour, plus supplies.

7. Range, burners, broiler pans and unit, oven racks, back-splash and range hood must be cleaned. Range should be pulled out and cleaned beside, behind and beneath. A $25 fee will be charged if not done, and replacement of any of these items will be at current vendor pricing.

8. Refrigerator must be cleaned including side tracks. Refrigerator should be pulled out In addition, cleaned beside, behind, and beneath. A $25.00 fee if not done. Replacement of any bins or side holders will be charged at current vendor pricing.

9. Clean interior of dishwasher. Knob and selector panel should be clean and exterior of Dishwasher cleaned. A $20.00 fee will be charged if not done.

10. Kitchen walls and cabinets must be free of grease, all drawers and cabinets must be Cleaned inside and out, and the front of cabinets must be cleaned. A $50.00 fee Will be charged if not done.

11. Tubs, sinks and cabinets in bathrooms must be cleaned. A $50.00 fee will be Charged if not done.

12. Kitchen and bathroom floors must be cleaned. A fee of $20.00 will be charged If not done.

13. Carpets must be professionally cleaned. The carpet should be in the same condition As of the move-in of the tenant, except for normal wear and tear. If we have to Replace carpet due to bleach stains, red stains, etc., the actual cost will be pro-rated based upon the age of the carpet, and charged to the resident.
The following charges will be made if additional shampooing is necessary:
2-Bedroom - $50.00
3-Bedroom - $60.00

4. Inside windows must be washed. Tracks and screens must be clean. A $20.00 Minimum will be charged if not done.

15. Any damage, unusual wear and tear (e.g. floor, walls, countertops, etc.) not listed Will be figured at $40.00 per hour for labor, plus any material costs.

We turned the apartment over to you in good condition and we thank you for your cooperation in doing the same. It is recommended that you be present for the move-out Inspection and you may do so by submitting your request in writing to Management.

In the event the Resident breaks the lease prior to the Lease expiration date, all penalties and forfeiture of deposits under the terms of the Lease will apply.

By signing below, Resident(s) acknowledge having read, understood, and received a copy of the Responsibilities of Resident before Vacating Apartment.

RESIDENT OR RESIDENTS: **LANDLORD:**

_____ _____

Residents Signature **Date** **Property Manager**

_____

Residents Signature Date

CALIFORNIA PROPOSITION 65 ADDENDUM
SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986

This Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated September 27, 2019 between 71 Carol Ln., L.P.

("We" and/or "we" and/or "us") and

("You" and/or "you") of Unit No. _____ located at 71 Carol Lane

(street address) in Oakley *(city),* California, 94561 *(zip code)*, and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Purpose. Proposition 65 requires businesses to provide warnings to Californians about significant exposures to chemicals that cause cancer, birth defects or other reproductive harm. Proposition 65 also protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm (www.p65warnings.ca.gov/).

You may be exposed to the following carcinogens and/or reproductive toxicants at this property *[check all that apply]*:

❑ **Asbestos**
⚠ **WARNING:** Asbestos-containing materials, including some ceiling coatings on this property can, if damaged or disturbed, expose you to asbestos, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

❑ **Lead Paint**
⚠ **WARNING:** Paint chips and dust from lead-containing paint on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

❑ **Lead Plumbing**
⚠ **WARNING:** Use of lead-containing plumbing materials on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

❑ **Designated Smoking Areas**
⚠ **WARNING:** Breathing the air in this smoking area can expose you to chemicals including tobacco smoke and nicotine, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/smoking-areas.

❑ **Fire Places or Unvented Gas Space Heaters**
⚠ **WARNING:** Fireplaces or unvented gas space heaters on this property can expose you to carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

❑ **Enclosed Parking Facility**
⚠ **WARNING:** Breathing the air in this parking garage can expose you to chemicals including carbon monoxide and gasoline or diesel engine exhaust, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/apartments.

❑ **Imported Vinyl Miniblinds Manufactured prior to 1997**
⚠ **WARNING:** Imported vinyl miniblinds manufactured prior to 1997 on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

❑ **Building Materials Containing Urea-Formaldehyde Resins**
⚠ **WARNING:** Building materials containing urea-formaldehyde resins, such as insulation, pressed wood materials, finishes, or adhesives, on this property can expose you to formaldehyde, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

❑ **Pesticide - Resmethrin**
⚠ **WARNING:** Pesticides used on this property can expose you to resmethrin, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartmer

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❑ **Landscaping and Weed Control**

⚠ **WARNING:** Landscaping and weed control activities on this property can expose you to chemicals including glyphosate (also known as Round Up) which is known to the State of California to cause cancer. Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

❑ _____

⚠ **WARNING:** _____

❑ _____

⚠ **WARNING:** _____

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❑ _____

⚠ **WARNING:** _____

❑ _____

⚠ **WARNING:** _____

❑ _____

⚠ **WARNING:** _____

❑ _____

⚠ **WARNING:** _____

Resident(s) *(All residents must sign)*	**Owner or Owner's Representative** *(Sign here)*
	Date of Lease Contract
	September 27, 2019

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VIOLENCE, DATING VIOLENCE, OR STALKING

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0204
Exp. 06/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD 71 Carol Ln., L.P.	UNIT NO. & ADDRESS 71 Carol Lane Oakley, CA 94561

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

_____ _____

Tenant Date

_____ _____

Landlord Date

Form HUD-91067
(9/2008)

LOW INCOME HOUSING TAX CREDIT LEASE RIDER
Good Cause for Eviction
(to be attached to resident lease)

Property Name: Oak Forest Senior Villas Unit # _____

Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the Federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated 09/27/2019 is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy of the Lease or rental agreement of a Low Income Tenant except for good cause, including serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State or local law. To terminate the tenancy of the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to the Lease Rider:

_____	_____	_____
Property Representative Name (print)	**(Signature)**	**Date**

****

By signing below, I indicate my consent to this Lease Rider. I/We have been given a copy of this Lease Rider.

_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**

MOLD AND MILDEW ADDENDUM

This Mold and Mildew addendum is hereby made a part of the certain lease and/or rental agreement dated 09/27/2019 between resident _____(s) and Oak Forest Senior Villas for the apartment located at: 71 Carol Lane.

Mold and mildew are naturally occurring microscopic organisms that are in the air all around us. Most molds are harmless, and the majority of people have little or no reaction to mold exposure. These organisms may grow and become visible within homes if the interiors are not properly maintained. Routine visual inspections for mold growth or signs of moisture or water damage as well as locating the source of mold odors by smell are the most reliable methods for identifying the presence of mold or mildew. If a mold or mildew problem is reported, management will address the issue immediately.

Resident agrees to maintain the premises in a manner that prevents or minimizes the growth of mold or mildew. In order to prevent the development of mold and mildew the resident agrees to strictly comply with the following simple measures:

1. Resident shall take all reasonable measure to control the moisture level of the interior of the premises and shall immediately report any water intrusion, such as roof, window, air conditioning, plumbing or appliance spills, leaks, drips or overflow, or persistently "sweating" pipes or windowpanes.
2. Resident shall immediately report to management if any mold or mildew growth is noted on surfaces inside the premises.
3. Resident shall reduce indoor humidity by increasing fresh air ventilation when the outdoor air is not humid, using air conditioning where appropriate to dehumidify indoor air, and warming cold surfaces where condensation is visible.
4. Resident shall use bathroom fans and/or open bath windows while showering or bathing and immediately report to management any non-working fans or inoperable windows.
5. Resident understands that proper air circulation and temperature are among the most important factors in avoiding mold and mildew growth and agrees to circulate fresh air and maintain a satisfactory temperature within Residents' unit.
6. Resident shall use reasonable care to close all windows, doors and other opening in the premises to prevent rainwater or other outdoor water from entering the interior or the unit. If Resident has a fish tank or fountain, Resident shall ventilate the indoor air to the outside and maintain good air circulation
7. Resident shall use exhaust fans whenever cooking, washing dishes or laundry, bathing or cleaning.
8. Drying of clothing or other personal property indoors without the use of clothes dryer is not recommended.
9. Resident is responsible for regular cleaning and maintenance of the inside premises. Most common household mold or mildew can be prevented and treated by using detergent or bleach, and drying treated surfaces completely afterwards. Mold and mildew cleaners for kitchen, bath and laundry rooms are commercially available.
10. Resident agrees to check personal property at least once per month for evidence of mold or mildew growth, including but not limited to the following areas:

- Window and door frames
- On or under rugs, carpets or furniture
- On ceiling
- On any currently or formerly damp material made of cellulose (such as wallpaper, books, papers and newspapers)
- On the soil or surface of indoor plants, and on or under plant containers
- Behind appliances and inside cabinets, particularly those with associated plumbing pipes
- Inside closets or storage areas.

Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, and causes of action, demands, liabilities, losses, damages and expenses of any kind, including, but not limited to, attorneys fees and court costs, that may be made against or incurred by Owner or that any of the Owner Affiliates (as defined in the lease and/or rental agreement) may sustain or incur as a result of or arising out of the growth or proliferation of mold or mildew caused in whole or in part by the actions or negligence of Resident or any guest or other person living in, occupying, or using the premises leased to resident.

_____

Signature Date

_____

Signature Date

_____

Signature Date

_____

Agent Date

LOW INCOME HOUSING TAX CREDIT (LIHTC) LEASE ADDENDUM

The following additional provisions are incorporated in full in the Lease Agreement between **71 Carol Ln., L.P.** hereinafter called "Landlord" and _____ hereinafter called "Resident", for the Premises known as **Oak Forest Senior Villas**,located at **71 Carol Lane Oakley, CA 94561** In case of any conflict between these and any other provisions of the Lease Agreement, these provisions shall prevail. The Resident agrees to the following:

CONDITIONS GOVERNING LIHTC APARTMENTS:

Resident understands that this development is subject to the Low Income Housing Tax Credit Program (LIHTC) regulations and guidelines, as defined in the Internal Revenue Code of 1986, Section 42. The maximum gross monthly payment currently allowed may be adjusted annually as set forth by the U.S. Department of Housing and Urban Development.

1. **Escalation Clause/Income Limits:** The rent at **Oak Forest Senior Villas** is governed by income limits, as periodically adjusted by HUD for the county or metropolitan statistical area (MSA). During the term of this lease, if the income limits increase, the rent of this lease contract, which is based on Income Limits, may be raised with a Thirty (30) day notice to the new LIHTC maximum rent charge. *This may occur during the term of the current lease.*

2. **Escalation Clause/Utility Allowance:** If during the term of this lease, the utility allowance is reviewed and changed, the net rent to the resident may be changed accordingly. Since the maximum LIHTC charge is resident rent plus the utility allowance, if the utility allowance increases the rent would decreased by the 30 day notice and should the utility allowance decrease, the rent could be increased in the same fashion. *This may occur during the term of the current lease.*

3. **Regularly Scheduled Recertifications: Every year, 120 days prior to the** expiration of the income certification, the Owner/Agent will request the Resident to report the income and composition of the Resident's household and to supply any other information required by Owner for the purposes of determining the Resident's eligibility information and to do so by the date specified in the Owner/Agent's request. The Owner/Agent will verify the information supplied by the Resident and use the verified information for compliance purposes only.

    a) Resident understands and agrees that a recertification of income shall be made to the Owner/ Agent at lease once a year from the date of the original certification at the time of admission to the property. Said recertification process must be completed prior to the annual expiration of each one-year term.

    b) Resident understands and agrees to comply promptly with all requests by the Owner/Agent for information and certifications concerning the total current household income and household composition.

    c) Resident understands and agrees that if the Resident does not submit the required recertification information by the date specified in the Owner/Agent's request; this will be considered material non-compliance and *will result in termination of residency.*

d) Resident understands and agrees that under IRC Section 4, many students are not LIHTC eligible. If changes in student status render the household ineligible, residency may be terminated upon Thirty (30) days written notice. *This may occur at any time during the term of the lease.*

e) Resident understands and agrees that Resident shall not assign this Agreement, give accommodation to any roomers, lodgers or other persons not listed on the Lease and/or the Tenant Certification without Owner's written consent, or permit the use of the premises for any purpose other than as a private dwelling solely for Resident and Resident's family. This provision does not exclude reasonable accommodation of Resident's guests or visitors. However, the Landlord reserves the right to terminate residency if it is suspected that a guest is an unauthorized occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 14 days. All adult household members must submit a complete application and qualify for residency.

Fraud: Should management discover at any time that the household has provided false information in regard to income or illegal household members are living in the apartment, this would constitute a substantial violation of the lease and residency would be terminated in accordance with State Law.

By signing below, I indicate my consent to this Lease Rider. I/We have been given a copy of this Lease Rider.

_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**
_____	_____	_____
Resident or Applicant Name (print)	**(Signature)**	**Date**

****

By signing below, I indicate my consent to the Lease Rider:

_____	_____	_____
Property Representative Name (print)	**(Signature)**	**Date**

Apartments and Other Residential Rental Properties

Why am I being warned about potential exposure to chemicals in apartments and other residential rental properties?

- Some chemicals that may be found in apartments and other residential rental properties are on the Proposition 65 list because they can cause cancer and/or birth defects or other reproductive harm.
- Proposition 65 requires businesses to determine if they must provide a warning about exposures to listed chemicals.

Apartments and other residential rental properties can expose you to chemicals on the Proposition 65 list. These properties include rental apartments, condominiums, and houses.



APARTMENTS AND OTHER RESIDENTIAL RENTAL PROPERTIES

- It is difficult to generalize about chemical exposures in apartments and other residential rental properties, because each one is different. Many do not cause chemical exposures and do not require Proposition 65 warnings.
- When you rent an apartment or other residential property, you may see a Proposition 65 warning in your rental agreement, or in a letter or e-mail, and you may receive one annually from your building owner or manager.
- If a warning is provided, it should state the names of one or more chemicals on the premises, and identify how or where you might be exposed to these chemicals.

Examples of Proposition 65-listed chemicals you may be exposed to in apartments and other residential rental properties include:

- Formaldehyde in some building materials, including some insulation, composite-wood cabinetry, and wall and flooring materials.
- Carbon monoxide from any fireplaces or unvented gas space heaters.
- Lead from pre-1997 vinyl imported mini-blinds, or plumbing materials or paint chips in older buildings.
- Asbestos in ceiling materials, if disturbed, in older buildings.
- Some pesticides that are on the Proposition 65 list, for indoor or outdoor use.

- Other chemical exposures that can occur at apartments or other residential rental properties include:
  - Carbon monoxide and motor vehicle exhaust in enclosed parking structures.
  - Tobacco smoke and nicotine in designated smoking areas.
- During pregnancy, some of these Proposition 65-listed chemicals can pass from mother to baby.

How can I reduce my potential exposure to these chemicals in apartments and other residential rental properties?

- ✓ Ask your building owner or manager if you have questions about any Proposition 65 warning you receive. Ask about exposures to any other Proposition 65 chemicals on the premises that may not be named in the warning.
- ✓ Where possible, choose apartments or other residential rental properties that are smoke-free and nicotine-free. Avoid spending time in designated smoking areas on the premises.
- ✓ When you use enclosed parking facilities, stay no longer than necessary.
- ✓ To help reduce your exposure to some Proposition 65-listed chemicals:
  - Wash your hands and your child's hands frequently, especially before eating.
  - Clean floors regularly, using a wet mop, and a vacuum cleaner with a high-efficiency particulate air (HEPA) filter, if possible.
  - Wipe up dust regularly, using a damp cloth.

For more information:

General Fact Sheets and Resources

- California Environmental Protection Agency (CalEPA)
  Office of Environmental Health Hazard Assessment (OEHHA)
  - Asbestos
    https://oehha.ca.gov/air/asbestos-fact-sheet-information-health-risks-exposures-asbestos
  - Carbon Monoxide
    https://www.p65warnings.ca.gov/fact-sheets/carbon-monoxide
  - Designated Smoking Areas
    https://www.p65warnings.ca.gov/fact-sheets/designated-smoking-areas
  - Enclosed Parking Facilities
    https://www.p65warnings.ca.gov/fact-sheets/enclosed-parking-facilities
  - Formaldehyde
    https://www.p65warnings.ca.gov/fact-sheets/formaldehyde
  - Lead and Lead Compounds
    https://www.p65warnings.ca.gov/fact-sheets/lead-and-lead-compounds
  - Pesticides
    https://oehha.ca.gov/pesticides

Proposition 65

- California Environmental Protection Agency (CalEPA)
  Office of Environmental Health Hazard Assessment (OEHHA)
  - Proposition 65: Background
    https://www.p65warnings.ca.gov/faq
  - Proposition 65: The Chemical List
    https://www.p65warnings.ca.gov/chemicals

Alliant Lease Rider

RESIDENTIAL LEASE RIDER

THIS RESIDENTIAL LEASE RIDER (hereinafter referred to as the "Rider") is entered into by and between 71 Carol Ln., L.P. (hereinafter referred to as "Lessor")

and _____
(hereinafter referred to as "Lessee"),

who resides in the City of Oakley, in the State of California relating to the residential unit known as Unit # _____ in the Apartment Complex commonly referred to as

Oak Forest Senior Villas (the "Premises").

NOW THEREFORE, notwithstanding any other provisions to the contrary contained in the Lease, the parties hereto covenant and agree that the Lease shall be modified and amended as follows:

LESSEE ACKNOWLEDGES and agrees that the subject Premises are specifically identified and under the administrative control of the Section 42 Low Income Housing Tax Credit Program (hereinafter referred to as the "Program"), which limits occupants to an annual income level and provides lower rent rates to households who meet certain Program criteria (hereinafter referred to as "Qualified Households").

LESSEE ACKNOWLEDGES and agrees that participation in the Program allows the owner or its agent to increase the monthly rent rate based upon maximum allowable rents annually revised and published by the U.S. Department of Housing and Urban Development. Lessor reserves the right to increase rent rates in accordance with Program guidelines, subject to thirty (30) days written notice to Lessee, effective for the balance of said lease term.

LESSEE ACKNOWLEDGES and agrees that participation in the Program also requires that Qualified Households must meet certain income limitations based upon the number of persons residing in the Premises and Lessee(s) agrees to notify Lessor immediately of any increases or decreases in the number of persons residing in the Premises.

LESSEE ACKNOWLEDGES and agrees that participation in the Program requires re-certification by the Lessee every twelve (12) months as required by the Program. Lessee(s) agrees to submit all necessary documentation required by the Program to Lessor for the purpose of insuring that Lessee(s) remains a Qualified Household. In the event that Lessee(s) fails to deliver such information thirty (30) days prior to the applicable re-certification deadline, Lessor reserves the right to issue a written notice to vacate to Lessee(s). Lessee acknowledges that he/she has received the information on the Program re-certification and understands such requirements.

LESSEE ACKNOWLEDGES and agrees that participation in the Program is limited to specific restrictions with respect to students and that qualification to remain a Qualified Household is at all times dependent upon the household meeting all student status requirements. Should Lessee(s) fail to meet these requirements at any time, Lessee(s) will be deemed an unqualified household and will be subject to immediate eviction and shall be issued a written thirty (30) day notice to vacate. Lessee(s) agrees to notify Lessor immediately of any change in student status by any member of the household.

Except as otherwise modified and amended herein, all other terms and conditions shall remain in effect under the original lease.

LESSOR:

Management Agent Name: _____

Date: _____

LESSEE(S)

Resident Name: _____
Signature: _____
Date: _____

LESSEE(S)

Resident Name: _____
Signature: _____
Date: _____

LESSEE(S)

Resident Name: _____
Signature: _____
Date: _____

LESSEE(S)

Resident Name: _____
Signature: _____
Date: _____

LESSEE(S)

Resident Name: _____
Signature: _____
Date: _____

LESSEE(S)

Resident Name: _____
Signature: _____
Date: _____

Agenda Date: _____

Agenda Item: _____

OAKLEY
CALIFORNIA

STAFF REPORT

Date: October 8, 2019

To: City Council

From: Bryan Montgomery, City Manager
Kevin Rohani, Public Works Director & City Engineer

Subject: **Consideration and Adoption of Resolution of Support for the Countywide Imposition of One-Half of One Percent Sales Tax to Fund Transportation Improvements in Contra Costa County and Adopting the Proposed Transportation Expenditure Plan (TEP) Conditionally Amending the Growth Management Program (GMP), which includes Attachment A: Principles of Agreement for Establishing the Urban Limit Line (ULL) in the Measure J TEP to Match that Found in the 2020 TEP.**

Summary

The Contra Costa Transportation Authority (Authority) is responsible for maintaining and improving Contra Costa County's transportation system by planning, funding, and delivering critical transportation infrastructure projects and programs that connect communities, foster a strong economy, increase sustainability, and safely and efficiently get people where they need to go.

The Authority is proposing the imposition of a Countywide one-half of one percent sales tax for transportation purposes for a period of 35 years starting July 1, 2020 through June 30, 2055. Over the past year, the Authority conducted extensive consultations with local governments and outreach to a wide variety of interest groups and the public in order to develop a mix of projects and programs to be funded by the proposed sales tax. On August 28, 2019, the Authority released a proposed Transportation Expenditure Guide (TEP) to guide the use of the proposed sales tax revenues. The proposed TEP also includes a revised Growth Management Plan (GMP), a new Complete Streets Policy, a new Road Traffic Safety Policy, a new Transit Policy, and a new Advance Mitigation Program to help the Authority achieve its goals to reduce future congestion, manage the impacts of growth, and expand alternatives to the single-occupant vehicle.

The Authority also adopted Ordinance 19-01 on August 28, 2019 to conditionally amend the GMP, which includes Attachment A**:** Principles of Agreement for Establishing the ULL in the Measure J TEP (Measure J TEP) to match that found in the 2020 TEP. This amendment would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 3, 2020 ballot.

Currently, transportation needs significantly exceed projected revenues. Over the next 35 years, Contra Costa County population will continue to grow, resulting in new demands on the transportation infrastructure and additional mobility needs. The new sales tax measure is needed to keep Contra Costa County moving and to create livable and sustainable communities.
The proposed sales tax measure is expected to generate $3.6 billion (current dollars). The TEP consists of a set of transportation investments (funding categories), taxpayer safeguards and accountability measures, and pertinent policies. The transportation investments are split roughly equal between funding categories targeted at congestion relief on major commute corridors throughout Contra Costa County and funding categories intended to improve transportation in all our communities. Overall, approximately 54.6% of transportation investments are to be used for transit and alternative modes; 26.7% for local streets and roads; and 18.7% for Highways and Freeways.

The TEP includes stable and reliable funding (17.4% of overall funding) to each city and town and Contra Costa County for maintenance and improvement of local roads. This is equivalent to 18% of the sales tax revenues for the Central, East, and Southwest subregions and 15.2% of sales tax revenues for the West subregion of Contra Costa County. Other community-based funding included bus and public transit, pedestrian and bicycle improvements on trails and streets, safe transportation for students, seniors and people with disabilities, and technology solutions to reduce emission and improve air quality.

The TEP also sets forward clear policies that ensure that while communities grow, the growth is kept within clear Urban Limit Line (ULL). This will allow Contra Costa County to continue growing in a smart way, while protecting vital open space for parks and farmland. Furthermore, increased investments in bicycle and pedestrian facilities bring access to the outdoors to every community.

The plan, if enacted, will provide the following benefits:

- Smooth-flowing traffic along highways and roads;
- Quicker trips and less time sitting in traffic;
- Smoother pavement and fewer potholes;
- Transit, where and when it's needed;
- Easier ways to get from home or work to transit stops and back home again;
- Cleaner air due to reduced vehicle emissions;
- More bicycle lanes and walking paths to support an active lifestyle; and
- Free or reduced transit fares for students.

Background and Analysis

Contra Costa County passed its first transportation sales tax measure in 1988 known as Measure C. Measure C created the Authority and provided critical transportation funding for projects throughout Contra Costa County. Recognizing the pending expiration of Measure C, voters overwhelmingly approved Measure J extending funding to 2034. Measures C and J provided stable funding to cities/towns and Contra Costa County to maintain local streets and roads and established the GMP and ULL Compliance Requirements to preserve and enhance our quality of life and promote a strong economy.

Funding was allocated to public transportation and bus operators, to service providers that assisted students to go to school and seniors and people with disabilities to go where they needed to go. Marque projects included the Bay Area Rapid Transit (BART) extensions to Pittsburg/Bay Point and Antioch, the Caldecott Tunnel Fourth Bore, Highway 4 widening, train stations and intermodal transit centers, and improvements to bicycle and pedestrian trails. Equally important, local funding from Measures C and J were able to attract $4.1 billion in outside funding from state, federal and regional sources. These leveraged funds combined with sound financial management have enabled the Authority to complete the major projects in Measure J significantly ahead of schedule.

Despite this success, the demand for transportation services and new funding continue to grow. New transportation technology is offering unprecedented opportunities to streamline travel, smooth traffic flow and reduce emissions. People are increasingly valuing alternative ways to get around, such as transit, walking and biking. As Contra Costa County's population grows, more people are using our highways, roads and transit. Contra Costa County's population is also aging. Currently, about 14% of the population is age 65 or older. By 2035, this population is expected to double to about 30%. As the agency responsible to maintain and improve Contra Costa County's transportation system, the Authority envisions a future where all of our transportation systems work together for more streamlined, safe, efficient, and convenient travel.

A set of Guiding Principles were used to develop the TEP. The Guiding Principles are collectively a statement of values to ensure a new TEP provides transportation solutions that meet the transportation needs of Contra Costa County's residents, businesses and travelers. The Guiding Principles consist of (see Attachment A):

- Relieve Traffic Congestion;
- Transit First;
- Performance Orientation;
- Economic Opportunity to partially fund transportation infrastructure that is likely to result in significant job growth;
- Public Participation that collects input from Stakeholders;
- Accountability and Transparency;
- A Balanced and Equitable Approach to benefit all residents and regions;
- Maximize Available Funding;
- Commitment to Technology and Innovation to improve transportation;
- Protecting the Environment and
- Commitment to Growth Management.

Transportation Investments:

A one-half percent transportation sales tax for a 35-year period from July 1, 2020 to June 30, 2055 is expected to generate approximately $3.6 billion. To ensure an equitable distribution of benefits, the TEP allocates a proportionate share of the expected revenue to each of Contra Costa County's four subregions based on the projected population of each subregion. The Authority used input from the Regional Transportation Planning Committee (RTPC) for each subregion, as well as input from other stakeholders, public opinion surveys and public comments to further allocate funding to priority projects and programs in each subregion.

The proposed TEP is organized to focus on congestion relief along three signature corridors and on countywide programs intended to improve transportation in local communities. A brief overview of the major focus of the TEP follows:

- Relieving Congestion on Highways, Interchanges and Major Roads ($1.484 billion)
- Improve State Route 242 (SR242), Highway 4, Transit and the Bay Area Rapid Transit Corridor in East County – (eBART) ($705 million);
- Modernize Interstate 680 (I-680), Highway 24, Transit and BART Corridor ($536 million); and
- Upgrade I-80 and I-580 (Richmond-San Rafael Bridge), Transit and BART Corridor ($243 million)
- Easing traffic congestion is one of Contra Costa County residents' highest priorities.

Accordingly, the proposed TEP invests nearly half of the new transportation sales tax revenue toward new, modern tools and strategies to improve traffic flow and reduce traffic congestion on Contra Costa County's major corridors and roads. These strategies include highway and road improvements thoughtfully integrated with transit improvements and alternative modes.

Each of Contra Costa County's corridors contains a major interstate or highway, a major transit line, local roads and streets, paths, bus lines, and transit stations. Everyone is impacted by the performance of each component of the corridor as each impacts the corridor as a whole. For example, improving transit and transit connections will lessen traffic congestion on Contra Costa County highways. As transit service is improved and more people take transit, fewer cars on the road translates to less traffic.

Improving Transportation Countywide in all of our Communities ($1.98 billion):

The proposed TEP includes many projects throughout Contra Costa County to improve our local communities and protect Contra Costa County's environment and quality of life. This funding spreads into every community, through local projects and programs that improve Contra Costa County's vast transportation network. Funding will be allocated towards improving local roads and streets to make them safer for all travelers. Smaller projects, such as removing bottlenecks, improving traffic signal operations, installing traffic calming measures, and making streetscape improvements, which can make big improvements in a community's quality of life.

Funding will be allocated toward substantial investments in a robust transit system that provides affordable, efficient, convenient, and accessible transit to travelers throughout Contra Costa County. These projects will result in cleaner, safer, and more reliable trips on BART, buses, and ferries. The transit systems will extend into parts of Contra Costa County that are currently lacking frequent transit service. When more people take transit, traffic congestion on Contra Costa County roads and highways will decrease, traffic will flow more smoothly, and air emissions will decrease, thereby improving air quality in Contra Costa County. The Initial Draft TEP continues to allocate funding towards a wide array of programs for students, seniors, veterans, and people with disabilities, aimed at offering safe transportation options and improving mobility.

The following countywide programs are included in the "Improving Transportation Countywide in all of our Communities":

- Modernize Local Roads and Improve Access to Jobs and Housing (17.4%) – The TEP provides funding directly to every city, town and Contra Costa County so that they may make improvements to their own local roads and streets. This is equivalent to 18% of the sales tax revenues for the Central, East, and Southwest subregions and 15.2% of sales tax revenues for the West subregion of Contra Costa County.

- Provide Convenient and Reliable Transit Service in Central, East and Southwest Contra Costa County (10.9% of total funding) – Funding will be provided to public transit operators in the central, east, and southwest subregions to provide cleaner, safer, and more reliable trips on buses or shuttles. This funding will enable transit operators to improve the frequency of service on existing routes, especially high-demand routes, increase ridership, and incentivize transit use by offsetting fares.

- Increase Bus Services and Reliability in West Contra Costa County (6.9%) – Similar to above, but with a larger share of the West County allocation to focus on expanding transit services to unserved or underserved areas, along with more frequent and reliable bus service to all.

- Improve Walking and Biking on Streets and Trails (6.0%) – The TEP contains unprecedented levels of funding to improve safety for bicyclists and pedestrians in every part of Contra Costa County.

- Accessible Transportation for Seniors, Veterans, and People with Disabilities (5.0%) – Funding in this category will be used for affordable and safe countywide transportation for seniors, disabled veterans, and other people with disabilities who cannot drive or take other transit options.

- Cleaner and Safer BART (3.3%) – Funding for a suite of modernization projects at select stations to increase safety, security, and cleanliness, and to improve the customer experience.

- Safe Transportation for Youth and Students (2.9%) – The TEP allocates funding towards a wide array of transportation projects and programs for students and youth, aimed at offering safe transportation options, such as walking, and cycling, and improving mobility.
- Reduce and Reverse Commutes (1.5%) – Funding to provide transportation infrastructure to incentivize employers to create jobs in housing-rich areas, and promote transit, shared trips, telecommuting and shifting work schedules, all with the intent of reducing commuter traffic at peak commute times and better utilizing available reverse commute capacity in the existing transportation infrastructure.

- Reduce Emissions and Improve Air Quality (1.0%) – Funding for technology solutions to help solve the challenges of the lack of connectivity between transportation options, resulting in reduced emissions, and improved air quality.

Taxpayer Safeguards and Accountability:
The Authority has approved various administrative, financial and accountability policies beginning with the passage of Measure C in 1988 and the approval of Measure J in 2004. Certain policies relate to administrative and accounting practices, committee structures, local hiring preference, allocation of funds, and maintenance-of-effort are common in local transportation sales tax measures.

The major change proposed in the proposed TEP relates to the Authority's commitment that the TEP be a performance-based, outcome-oriented plan. Several sections were added to the Taxpayer Safeguards for performance standards to be considered before certain projects can be funded from sales tax revenue. The Authority envisions a process that consists of project nomination, project performance review, and full funding commitment for the highest performing projects. The intent is to prioritize the highest performing projects and work with project sponsors to fully fund them from one or more TEP funding categories combined with other state, federal or regional funding sources available to the Authority.

The proposed TEP also establishes a Public Oversight Committee (POC) (replacing the current Citizens Advisory Committee (CAC)) with prescribed additional responsibilities, including oversight of fiscal and performance audits.

Other Pertinent Policies:
The proposed TEP includes a mix of policies included in the existing Measure J, as well as four proposed new policies.

- GMP/ULL Compliance Requirements;
- Complete Streets Policy;
- Advance Mitigation Program;
- Transit Policy; and
- Road Traffic Safety aka "Vision Zero" Policy.

The GMP/ULL Compliance Requirements continue these policies with minor changes. Any jurisdiction with a developable hillside, ridgeline, wildlife corridor or creek is required to approve a corresponding development and protection policy. The process to approve minor amendments to the ULL has also been revised.

The other listed policies are new to the proposed TEP. The Complete Streets Policy, Transit Policy and Road Traffic Safety Policy are intended to provide an overall framework for a transportation system that is safe, sustainable, equitable, and provides for the needs of all users.

Transportation Benefits for My Community:
Authority staff will provide an overview of the projects and programs that will specifically benefit the City of Oakley.

CCTA's Requested Action

Pursuant to Public Utilities Code § 180206(b) a TEP may not be finally adopted and placed before the voters until it has received the approval of the County Board of Supervisors and city/town councils, which in aggregate represent both a majority of the cities/towns in Contra Costa County and a majority of the population residing in the incorporated areas of Contra Costa County. All jurisdictions will be asked to adopt the proposed TEP as presented. The Authority is seeking approval of the proposed TEP from all cities/towns and County Board of Supervisors by October 22, 2019.

The Authority will consider approving the TEP and accompanying ordinance to impose the sales tax at a special meeting of the Authority Board on October 30, 2019. The conditional amendment to the GMP, which includes Attachment A: Principles of Agreement for Establishing the ULL in the Measure J TEP to Match that Found in the 2020 TEP would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 3, 2020 ballot. For the limited purpose identified in Public Utilities Code § 180206(b), the Authority seeks the City of Oakley's support of the new Measure, by adopting the attached Resolution of Support for the Countywide Imposition of One-Half of One Percent Sales Tax to Fund Transportation Improvements in Contra Costa County and approval of the TEP and Adopting the Proposed Transportation Expenditure Plan (TEP) Conditionally Amending the Growth Management Program (GMP), which includes Attachment A: Principles of Agreement for Establishing the Urban Limit Line (ULL) in the Measure J TEP to Match that Found in the 2020 TEP.

Adopting the attached Resolution of Support is not subject to the California Environmental Quality Act of 1970 (CEQA) because the TEP is not a project within the meaning of CEQA. (See 14 California Code of Regulations (CCR), § 15378, 15352). Specifically, the Council's adoption of the Resolution of Support does not constitute the approval of a CEQA project for reasons that include, but are not limited to: (1) the TEP does not authorize the construction of any projects that may result in any direct or indirect physical change in the environment; (2) the TEP is a mechanism for funding potential future transportation projects, the timing, approval, and construction of which may be modified or not implemented depending on a number of factors, including future site-specific CEQA environmental review; and (3) the TEP is subject to further discretionary approvals insofar as it may not be adopted until and unless the pre-conditions set forth in the Public Utilities Code are satisfied (See 14 CCR., § 15378, 15352; Public Utilities Code § 180206(b)).

Fiscal Impact

Approval or disapproval of the resolution has no direct financial impact to the City of Oakley. If the proposed measure were to move forward to a vote and was approved, additional funding would be directed towards the City of Oakley transportation needs. For example we would receive over $700,000 per year in additional return to source funds.

Additional funds will be available through grants for future transportation projects. Additional City funds and staff time may be needed to adopt new policies required by the proposed TEP such as a Transit Policy and Road Traffic Safety Policy.

Recommendation

Adopt the Resolution of Support for the Countywide Imposition of One-Half of One Percent Sales Tax to Fund Transportation Improvements in Contra Costa County and Adopting the Proposed Transportation Expenditure Plan and Conditionally Amending the Growth Management Program.

Attachments

1. CCTA Ordinance 19-01 of August 28, 2019
2. 2020 Transportation Expenditure Plan, GMP information starts on page 29
3. Resolution

CONTRA COSTA transportation authority

CONTRA COSTA TRANSPORTATION AUTHORITY

ORDINANCE 19-01

CONDITIONALLY AMENDING THE MEASURE J TRANSPORTATION EXPENDITURE PLAN (TEP) GROWTH MANAGEMENT PROGRAM (GMP), WHICH INCLUDES ATTACHMENT A: PRINCIPLES OF AGREEMENT FOR ESTABLISHING THE URBAN LIMIT LINE (ULL) TO MATCH THE PROPOSED 2020 TEP

WHEREAS, Public Utilities Code, §180207 and Section 8 of the Ordinance adopting Measure J provide for a mechanism to amend the Measure J TEP based upon unforeseen circumstances; and

WHEREAS, the Contra Costa Transportation Authority (Authority) is considering the countywide imposition of a one-half of one percent sales tax for transportation purposes for a period of 35 years effective on July 1, 2020 through June 30, 2055; and

WHEREAS, the Authority conducted extensive consultations with local governments and conducted outreach to a wide variety of interest groups and the public in order to develop a TEP proposing a potential mix of projects and programs to be funded by the proposed sales tax; and

WHEREAS, the Authority has concluded that due to the unforeseen circumstances of a new sales tax measure, it would be beneficial to manage one GMP for both Measures.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

1) The Measure J TEP GMP, which includes Attachment A: Principles of Agreement for Establishing the ULL is hereby replaced in its entirety as set forth in Exhibit 1, incorporated herein by reference and made a part of this Ordinance as if fully set forth.

The foregoing Ordinance was adopted by the Authority Board on August 28, 2019, and shall become effective only after the following: (1) the 45th day following notice by the Authority to Contra Costa County, the cities/towns, and the Conference of Mayors, unless overridden; and (2) if the proposed one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 3, 2020 ballot.

SEVERABILITY: If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and/ or ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, and/or phrases may be declared invalid or unconstitutional.

EFFECTIVE DATE: This ordinance shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Contra Costa Transportation Authority Board of Directors in Walnut Creek, State of California, on August 28, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

E-SIGNED by Robert Taylor
on 2019-09-03 22:07:29 GMT

Robert Taylor, Chair

This Ordinance 19-01 was entered into at a meeting of the Contra Costa Transportation Authority held on August 28, 2019, in Walnut Creek, California, and shall become effective as provided above.

Attest:

E-SIGNED by Tarienne Grover
on 2019-09-03 15:36:49 GMT

Tarienne Grover, Clerk of the Board

EXHIBIT 1
GROWTH MANAGEMENT PROGRAM

[Attached behind this page]

THE GROWTH MANAGEMENT PROGRAM

Coupled with the Expenditure Plan is Contra Costa's unique and well-tested program for managing growth. The overall goal of the Growth Management Program (GMP) is to preserve and enhance the quality of life and promote a healthy, strong economy to benefit the people and areas of Contra Costa County through a cooperative, multi-jurisdictional process for managing growth, while maintaining local authority over land-use decisions. [1]

The objectives of the GMP are to:

- Assure that new residential, business, and commercial growth pays for the facilities required to meet the demands resulting from that growth;
- Require cooperative transportation and land-use planning among Contra Costa County, cities/towns, and transportation agencies;
- Support land-use patterns within Contra Costa County that make more efficient use of the transportation system, consistent with the General Plans of local jurisdictions; and
- Support infill and redevelopment in existing urban and brownfield areas.

The Measure J TEP GMP, which includes Principles of Agreement for Establishing the Urban Limit Line (ULL), is augmented and superseded by this 2020 TEP.

COMPONENTS

To receive its share of funding from the following categories:

- 2020 TEP Modernize Local Roads & Improve Access to Housing and Job Centers;
- Measure J Local Streets Maintenance & Improvements (LSM); and
- Measure J Transportation for Livable Communities (TLC);

each jurisdiction must:

1. Adopt a Growth Management Element (GME)

Each jurisdiction must adopt, or maintain in place, a GME as part of its General Plan that outlines the jurisdiction's goals and policies for managing growth and requirements for achieving those goals. The GME must show how the jurisdiction will comply with sections 2–9 below. The Authority will refine its model GME and administrative procedures in consultation with the Regional Transportation Planning Committees (RTPCs) to reflect the revised GMP.

1. The Authority will, to the extent possible, attempt to harmonize the GMP and the State-mandated Congestion Management Program (CMP). To the extent they conflict, CMP activities shall take precedence over the GMP activities.

Each jurisdiction is encouraged to incorporate other standards and procedures into its GME to support the objectives and required components of this GMP.

2. Adopt a Development Mitigation Program

Each jurisdiction must adopt, or maintain in place, a Development Mitigation Program to ensure that new growth is paying its share of the costs associated with that growth. This program shall consist of both a local program to mitigate impacts on local streets and other facilities, and a regional program to fund regional and subregional transportation projects, consistent with the Countywide Transportation Plan (CTP).

The jurisdiction's local Development Mitigation Program shall ensure that revenue provided from this measure shall not be used to replace private developer funding that has or would have been committed to any project.

The regional Development Mitigation Program shall establish fees, exactions, assessments, or other mitigation measures to fund regional or subregional transportation improvements needed to mitigate the impacts of planned or forecasted development. Regional mitigation programs may adjust such fees, exactions, assessments or other mitigation measures when developments are within walking distance of frequent transit service or are part of a mixed-use development of sufficient density and with necessary facilities to support greater levels of walking and bicycling.

Each RTPC shall develop the regional Development Mitigation Program for its region, taking account of planned and forecasted growth and the Multimodal Transportation Service Objectives (MTSOs) and actions to achieve them established in the Action Plans for Routes of Regional Significance. RTPCs may use existing regional mitigation programs, if consistent with this section, to comply with the GMP.

3. Address Housing Options

Each jurisdiction shall demonstrate reasonable progress in providing housing opportunities for all income levels as part of a report on the implementation of the actions outlined in its adopted Housing Element. The report will demonstrate progress by:

a. Comparing the number of housing units approved, constructed or occupied within the jurisdiction over the preceding five years with the average number of units needed each year to meet the housing objectives established in the jurisdiction's Housing Element; or

b. Illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory

systems which provide opportunities for, and do not unduly constrain, housing development; or

c. Illustrating how a jurisdiction's General Plan and zoning regulations facilitate the improvement and development of sufficient housing to meet those objectives.

Jurisdictions will provide prepared reports regarding the production and preservation of affordable units as provided for in the Annual Housing Element Progress Report and subsequent reports. Each jurisdiction shall demonstrate meaningful progress in preserving existing affordable units for lower-income residents by adopting and implementing locally appropriate anti-displacement and affordable housing policies, for example, preservation of affordable housing, density bonus ordinance and/or inclusionary zoning, to support community stabilization.

Jurisdictions are subject to California's Surplus Land Act, which includes the disposition of surplus land, and each jurisdiction will affirm whether it complies with the Surplus Land Act and whether it maintains an inventory of all public land in its jurisdiction that adheres to applicable Surplus Land Act and Government Code 50569 requirements and makes the inventory available to the public.

Each jurisdiction will indicate whether it adheres to applicable local, state, or federal policies or laws regarding tenant protection and whether it has prepared the reports required by such polices or laws and made the reports available to the public.

In addition, each jurisdiction shall consider the impacts that its land use and development policies have on the local, regional and countywide transportation system, including the level of transportation capacity that can reasonably be provided, and shall incorporate policies and standards into its development approval process that support transit, bicycle and pedestrian access in new developments. Each jurisdiction must participate in an Ongoing Cooperative, Multi-Jurisdictional Planning Process.

4. Participate in an Ongoing Cooperative, Multi-Jurisdictional Planning Process

Each jurisdiction shall participate in an ongoing process with other jurisdictions and agencies, the RTPCs and the Authority to create a balanced, safe and efficient transportation system and to manage the impacts of growth. Jurisdictions shall work with the RTPCs to:

a. Identify Routes of Regional Significance and MTSOs or other tools adopted by the Authority Board for measuring performance and quality of service along routes of

regional significance, collectively referred to as MTSOs for those routes and actions for achieving those objectives;

b. Apply the Authority's Travel Demand Model (TDM) and technical procedures to the analysis of General Plan Amendments and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan objectives;

c. Create a Development Mitigation Program as outlined in section 2 above; and

d. Help develop other plans, programs and studies to address other transportation and growth management issues.

In consultation with the RTPCs, each jurisdiction will use the TDM to evaluate changes to local General Plans and the impacts of major development projects for their effects on the local and regional transportation system and the ability to achieve the MTSOs established in the Action Plans.

Jurisdictions shall also participate in the Authority's ongoing countywide comprehensive transportation planning process. As part of this process, the Authority shall support countywide and subregional planning efforts, including the Action Plans for Routes of Regional Significance, and shall maintain a TDM. Jurisdictions shall help maintain the Authority's TDM system by providing information on proposed improvements to the transportation system and planned and approved development within the jurisdiction.

5. Continuously Comply with an Urban Limit Line (ULL)

In order to be found in compliance with this element of the Authority's GMP, all jurisdictions must continually comply with an applicable voter-approved ULL. Said ULL may either be the Contra Costa County voter-approved ULL (County ULL) or a locally initiated, voter-approved ULL (LV-ULL).

Additional information and detailed compliance requirements for the ULL are fully defined in the ULL Compliance Requirements (Attachment A), which are incorporated herein.

Any of the following actions by a local jurisdiction will constitute non-compliance with the GMP:

a. The submittal of an annexation request to the Local Agency Formation Commission (LAFCO) for lands outside of a jurisdiction's applicable ULL.

b. Failure to conform to the Authority's ULL Compliance Requirements.

6. Develop a Five-Year Capital Improvement Program (CIP)

Each jurisdiction shall prepare and maintain a CIP that outlines the capital projects needed to implement the goals and policies of the jurisdiction's General Plan for at least the following five-year period. The CIP shall include approved projects and an analysis of the costs of the proposed projects, as well as a financial plan for providing the improvements. The jurisdiction shall forward the transportation component of its CIP to the Authority for incorporation into the Authority's database of transportation projects.

7. Adopt a Transportation Systems Management (TSM) Ordinance or Resolution

To promote carpools, vanpools, and park-and-ride lots, each jurisdiction shall adopt a local ordinance or resolution that conforms to the model TSM ordinance that the Authority has drafted and adopted. Upon approval of the Authority Board, cities/towns with a small employment base may adopt alternative mitigation measures in lieu of a TSM ordinance or resolution.

8. Adopt Additional Growth Management Policies, as applicable

Each jurisdiction shall adopt and thereafter continuously maintain the following policies (where applicable):

a. Hillside Development Policy;
b. Ridgeline Protection Policy;
c. Wildlife Corridor Policy; and
d. Creek Development Policy.

Where a jurisdiction does not have a developable hillside, ridgeline, wildlife corridor or creek, it need not adopt the corresponding policy. An ordinance that implements the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan (NCCP) Act shall satisfy the requirement to have an adopted Wildlife Corridor Policy and Creek Development Policy. In addition to the above, jurisdictions with Prime Farmland and Farmland of Statewide Importance (Prime/Statewide), as defined by the California Department of Conservation and mapped by the Farmland Mapping and Monitoring Program within their planning areas but outside of their city/town shall adopt and thereafter continuously maintain an Agricultural Protection Policy. The policy must ensure that potential impacts of converting Prime/Statewide outside the ULL to other uses are identified and disclosed when considering such a conversion. The applicable policies are required to be in place by no later than July 1, 2022.

9. Adopt a Complete Streets Policy and Road Traffic Safety (aka Vision Zero) Policy

Each jurisdiction shall adopt a Complete Streets Policy, consistent with the California Complete Streets Act of 2008, Assembly Bill 1358 (AB 1358) and with the Authority's Complete Streets

Policy, which accommodates all users of travel modes in the public Right-of-Way (ROW). Each jurisdiction shall also adopt a Vision Zero Policy, which substantially complies with the Authority's Model Vision Zero Policy and reflects best practices for street design elements and programs to mitigate human error and quantifiably improve the traffic safety of all users in the planning, design and construction of projects funded with Measure funds. Jurisdictions shall document their level of effort to implement these policies, including during requests for funding, peer review of project design, and as part of the newly-added compliance requirement in the biennial GMP checklist.

ALLOCATION OF FUNDS

Portions of the monies received from the retail transaction and use tax will be returned to the local jurisdictions (the cities/towns and Contra Costa County) for use on local, subregional and/or regional transportation improvements and maintenance projects. Receipt of all such funds requires compliance with the GMP and the allocation procedures described below. The funds are to be distributed on a formula based on population and road miles.

Each jurisdiction shall demonstrate its compliance with all of the components of the GMP in a completed compliance checklist. The jurisdiction shall submit, and the Authority shall review and make findings regarding the jurisdiction's compliance with the requirements of the GMP, consistent with the Authority's adopted policies and procedures.

If the Authority determines that the jurisdiction complies with the requirements of the GMP, it shall allocate to the jurisdiction its share of 2020 TEP funding from the Fix and Modernize Local Roads category and its share of Measure J Transportation Sales Tax Expenditure Plan LSM funding. Jurisdictions may use funds allocated under this provision to comply with these administrative requirements.

If the Authority determines that the jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold those funds and also make findings that the jurisdiction shall not be eligible to receive Measure J TLC funds until the Authority determines that the jurisdiction has achieved compliance. The Authority's findings of noncompliance may set deadlines and conditions for achieving compliance.

Withholding of funds, reinstatement of compliance, reallocation of funds, and treatment of unallocated funds shall be as established in adopted Authority policies and procedures.

ATTACHMENT A

Urban Limit Line Compliance Requirements

Definitions—the following definitions apply to the GMP/ULL requirement:

1. Urban Limit Line (ULL) – A ULL, urban growth boundary, or other equivalent physical boundary judged by the Authority to clearly identify the physical limits of the local jurisdiction's future urban development.

2. Local Jurisdictions – Includes Contra Costa County, the 19 cities and towns within Contra Costa County, plus any newly incorporated cities or towns established after July 1, 2020.

3. County ULL – A County ULL placed on the ballot by the County Board of Supervisors, approved by voters at a countywide election, and in effect through the applicable GMP compliance period. The current County ULL was established by Measure L approved by voters in 2006.

The following local jurisdictions have adopted the County ULL as their applicable ULL:

- City of Brentwood
- Town of Moraga
- City of Clayton
- City of Oakley
- City of Concord
- City of Orinda
- Town of Danville
- City of Pinole
- City of El Cerrito
- City of Pleasant Hill
- City of Hercules
- City of Richmond
- City of Lafayette
- City of San Pablo
- City of Martinez
- City of Walnut Creek

4. Local Voter ULL (LV-ULL) – A LV-ULL or equivalent measure placed on the local jurisdiction's ballot, approved by the jurisdiction's voters, and recognized by action of the local jurisdiction's legislative body as its applicable, voter-approved ULL. The LV-ULL will be used as

of its effective date to meet the Authority's GMP/ULL requirement and must be in effect through the applicable GMP compliance period.

The following local jurisdictions have adopted a LV-ULL:

- City of Antioch
- City of Pittsburg
- City of San Ramon

5. Minor Adjustment – An adjustment to the ULL of 30 acres or less is intended to address unanticipated circumstances.

6. Other Adjustments – Other adjustments that address issues of unconstitutional takings and conformance to State and Federal law.

REVISIONS TO THE ULL

1. A local jurisdiction, which has adopted the County ULL as its applicable ULL may revise its ULL with local voter approval at any time during the term of the Authority's GMP by adopting a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section.

2. A local jurisdiction may revise its LV-ULL with local voter approval at any time during the term of the Authority's GMP if the resultant ULL meets the requirements outlined for a LV-ULL contained in the definitions section.

3. If voters, through a countywide ballot measure, approve a revision to the County ULL, the legislative body of each local jurisdiction relying on the County ULL shall:

    a. Accept and approve its existing ULL to continue as its applicable ULL, or

    b. Accept and approve the revised County ULL as its applicable ULL, or

    c. Adopt a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section.

    d. However, if any countywide measure to approve a revision to the County ULL fails, then the legislative body of each local jurisdiction relying on the prior County ULL may accept and approve the existing County ULL.

4. Local jurisdictions may, without voter approval, enact minor adjustments to their applicable ULL subject to a vote of at least 4/5 of the jurisdiction's legislative body and meeting the following requirements:

a. Minor adjustment shall not exceed 30 acres;

b. Adoption of at least one of the findings listed in the County's Measure L (§82-1.018 of County Ordinances 200606 § 3, 91-1 § 2, 90-66 § 4) which includes:

- A natural or man-made disaster or public emergency has occurred, which warrants the provision of housing and/or other community needs within land located outside the ULL;
- An objective study has determined that the ULL is preventing the jurisdiction from providing its fair share of affordable housing, or regional housing, as required by State law, and the governing elected legislative body finds that a change to the ULL is necessary and the only feasible means to enable the jurisdiction to meet these requirements of State law;
- A majority of the cities/towns that are party to a preservation agreement and Contra Costa County has approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement;
- A minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries;
- A five-year cyclical review of the ULL has determined, based on the criteria and factors for establishing the ULL set forth in Contra Costa County Code (Section 82-1.010), that new information is available (from city/town, or Contra Costa County growth management studies or otherwise) or circumstances have changed, warranting a change to the ULL;
- An objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation-related environmental or community impacts attributable to Buchanan Field, or (ii) further Contra Costa County's aviation related needs; or
- A change is required to conform to applicable California or Federal law.

c. Adoption of a finding that the proposed Minor Adjustment will have a public benefit. Said public benefit could include, but is not necessarily limited to, enhanced mobility of people or goods, environmental protections or enhancements, improved air quality or land use, enhanced public safety or security, housing or jobs, infrastructure preservation or other significant positive community effects as

defined by the local land use authority. If the proposed Minor Adjustment to the ULL is proposed to accommodate housing or commercial development, said proposal must include permanent environmental protections or enhancements such as the permanent protection of agricultural lands, the dedication of open space or the establishment of permanent conservation easements.

d. The Minor Adjustment is not contiguous to one or more non-voter approved Minor Adjustments that in total exceed 30 acres.

e. The Minor Adjustment does not create a pocket of land outside the existing ULL, specifically to avoid the possibility of a jurisdiction wanting to fill in those subsequently through separate adjustments.

f. Any jurisdiction proposing to process a Minor Adjustment to its applicable ULL that impacts FMMP is required to have an adopted Agricultural Protection Ordinance or must demonstrate how the loss of these agricultural lands will be mitigated by permanently protecting farmland.

5. A local jurisdiction may revise its LV-ULL, and Contra Costa County may revise the County ULL, to address issues of unconstitutional takings or conformance to State or Federal law.

CONDITIONS OF COMPLIANCE

1. Submittal of an annexation request by a local jurisdiction to LAFCO outside of an approved ULL will constitute non-compliance with the GMP.

2. For each jurisdiction, an applicable ULL shall be in place through each GMP compliance reporting period in order for the local jurisdiction to be found in compliance with the GMP requirements.

3. Submittal of an annexation request for land outside an approved ULL by a third party to LAFCO will constitute non-compliance with the GMP, if the local jurisdiction: (1) submits a will-serve letter to LAFCO. A will-serve letter determines the applicant's ability and willingness to serve the subject area and any further development; (2) utilizes an existing applicable tax sharing agreement; and/or (3) enters into a new tax sharing agreement for the annexation request.

CONTRA COSTA
transportation
authority

Draft
Published September 4, 2019

A TRANSFORMATIVE PLAN FOR CONTRA COSTA'S FUTURE

2020 Transportation Expenditure Plan



September 2019

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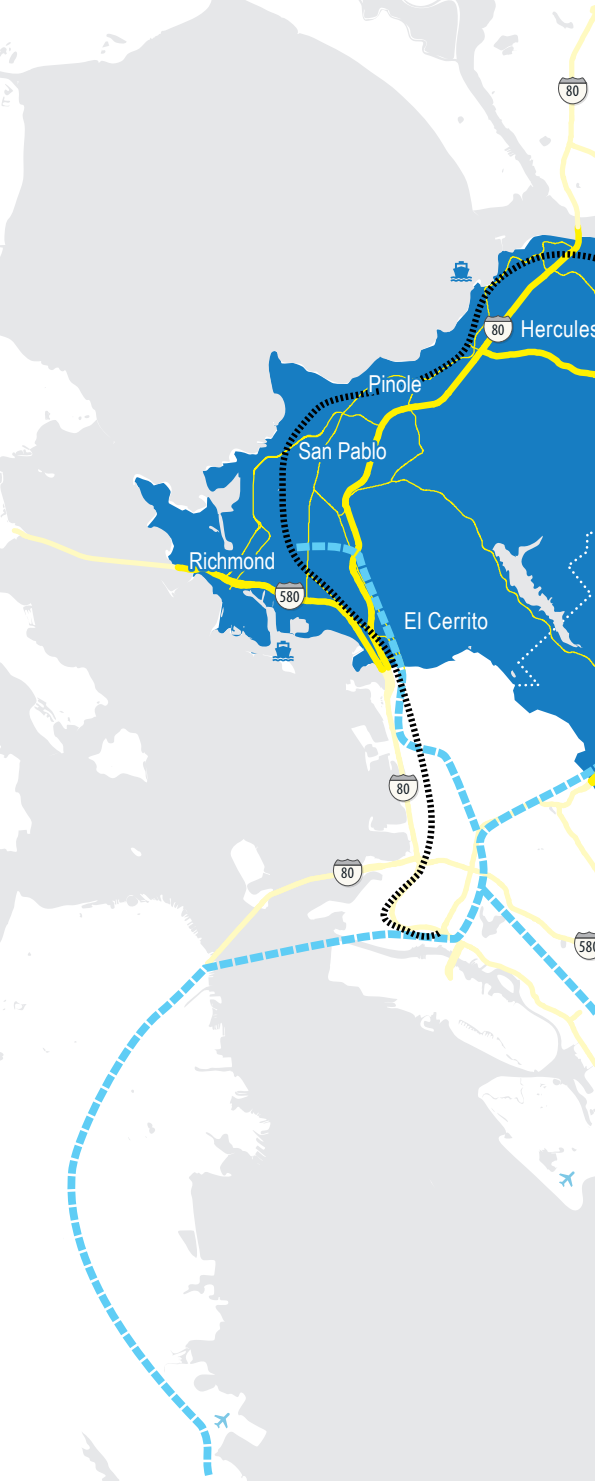
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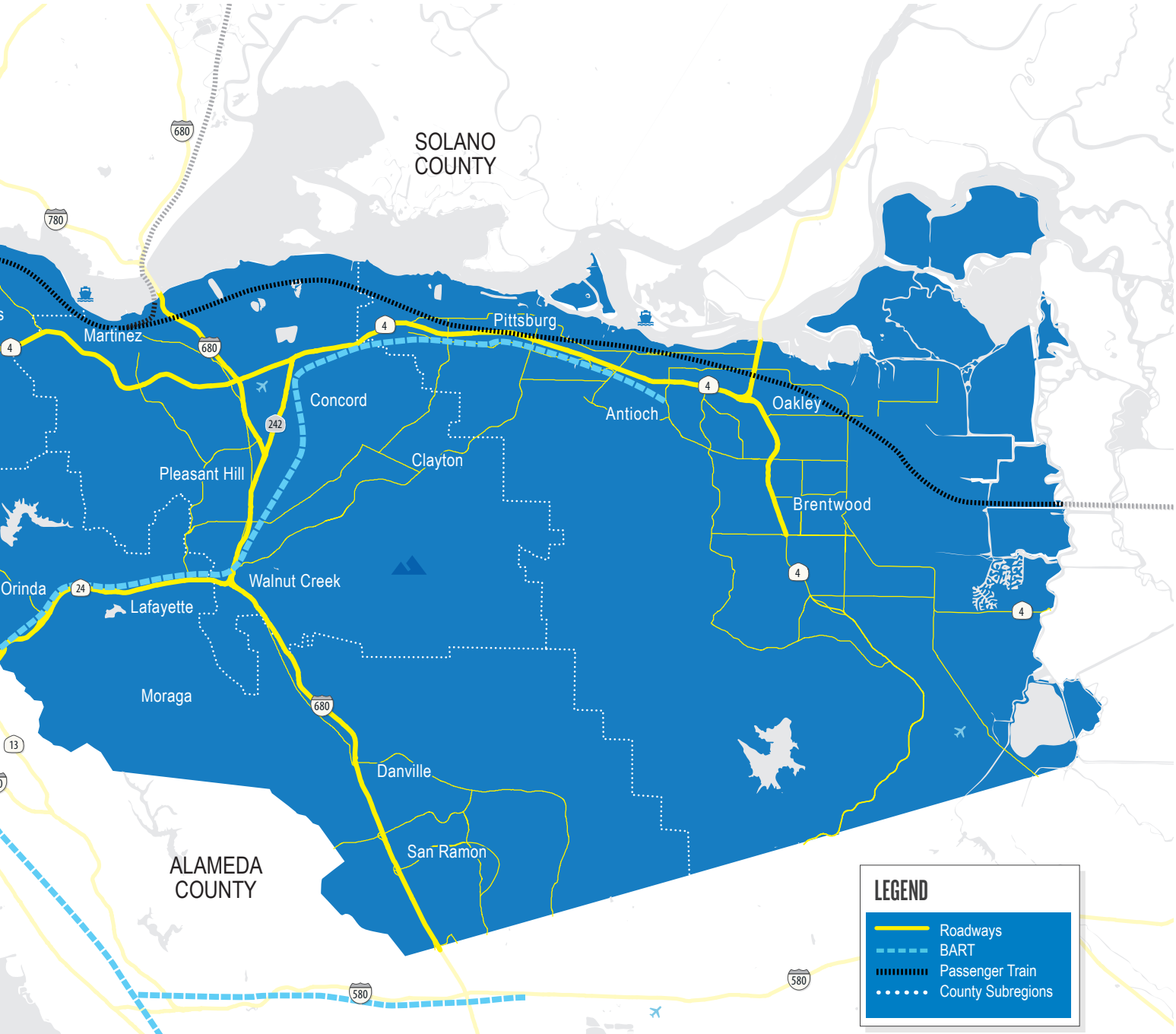
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» Contra Costa is a county as unique and diverse as its residents. Our communities stretch from the Richmond coastline to Discovery Bay, from Port Chicago to the San Ramon Valley, and from Mount Diablo to Crockett Hills.

» ALL FUNDING AMOUNTS presented in this Transportation Expenditure Plan are rounded.

GUIDING PRINCIPLES USED TO DEVELOP THE TEP

CCTA is committed to funding an outcomes-based program that includes thoughtful projects that will relieve congestion countywide, reduce greenhouse gasses, enhance transit operations, and improve accessibility to jobs and housing. The 2020 Transportation Expenditure Plan is a carefully curated set of solutions designed to bring Contra Costa's transportation system into the future by moving more people efficiently, encouraging mode shift, and promoting shared mobility options for all. The following set of principles will guide and inspire the planning, funding, and delivering of the 2020 TEP.



RELIEVE TRAFFIC CONGESTION
Funding will focus on making traveling through Contra Costa faster, more reliable, and more predictable by, for example, reducing travel times and moving more people with fewer cars.



ACCOUNTABILITY AND TRANSPARENCY
CCTA will ensure funding flows to opportunities that maximize and directly benefit your commute. CCTA strives for excellence in protecting the public's investments. We will routinely engage with partner organizations, advisory committees, and the County's residents and businesses to ensure full transparency. Our plans and results shall be easily available to the public, and we shall remain accessible to the public for questions and comments.



BALANCED AND EQUITABLE APPROACH
CCTA will balance the needs and benefits for all people and all areas of Contra Costa County to provide an equitable and sustainable transportation system that promotes transit options for all, social equity, and community stabilization.



ECONOMIC OPPORTUNITY
CCTA supports creating an economic environment that promotes job growth close to residents' homes or high-frequency public transit, thereby stabilizing communities, improving access for low-income populations and Communities of Concern, shortening commute times, reducing vehicle-miles traveled (VMTs), and improving air quality. CCTA will promote local contracting and good jobs in Contra Costa through funding of local infrastructure projects.



MAXIMIZE AVAILABLE FUNDING
CCTA will proactively seek regional, state, and federal funding, as well as private investments to supplement the County's local transportation sales tax revenue, thereby maximizing the total amount of funding for transportation projects in Contra Costa County.



PUBLIC PARTICIPATION
CCTA will meaningfully engage with county residents and respond to public priorities through a comprehensive public outreach program.



TRANSIT FIRST
CCTA commits to increasing transit use by funding solutions that reduce transit travel times, increase transit frequencies, and give transit vehicles priority in high-traffic periods. CCTA will enhance transit connectivity between modes to help promote car-free travel and the importance of providing adequate transit service to areas slated for significant employment and housing growth.



PERFORMANCE ORIENTATION
CCTA is committed to a performance-oriented approach with rigorous evaluation of transportation solutions that meet the goals of the TEP and state greenhouse gas (GHG) mandates. CCTA will use transportation sales tax funds to achieve defined outcomes and benefits most sought by residents and businesses. Funding will flow to the best opportunities consistent with other guiding principles and policies.



PROTECT THE ENVIRONMENT
CCTA commits to improving the air quality in our communities by funding projects and programs that relieve congestion, reduce vehicle-miles traveled (VMT) per capita, and reduce GHG.



COMMITMENT TO GROWTH MANAGEMENT
CCTA administers countywide policies that support thoughtful growth management to sustain Contra Costa's economy, preserve its environment, and support its communities. The advanced mitigation programs for environmental impacts and vehicle-miles traveled (VMTs) are some of the tools used to support the county's growth management policies.



COMMITMENT TO TECHNOLOGY AND INNOVATION
CCTA is committed to keeping Contra Costa County on the cutting edge of transportation technology by continuing to incorporate advanced technologies and emerging innovations pursuant to the goals of the TEP.

A NEW TRANSPORTATION FUTURE FOR CONTRA COSTA COUNTY

TRANSPORTATION EXPENDITURE PLAN FUNDING SUMMARY

The Contra Costa Transportation Authority (CCTA) envisions a future where all transportation systems work together for more streamlined, safe, efficient, and convenient travel. We've created a focused plan that ensures funds directly benefit your commute. CCTA is committed to outcomes-based delivery, where all projects meet performance targets for reduced traffic, shortened commute times, reduced greenhouse gas emissions (GHG), and other mandates and goals.

This 2020 Transportation Expenditure Plan (TEP) focuses on innovative strategies and new technologies that will relieve congestion, promote a strong economy, protect the environment, promote social equity, and enhance the quality of life for all of Contra Costa County's diverse communities. This plan outlines projects that will achieve a broad range of goals:

- **Relieve Traffic Congestion on Highways and Interchanges.** CCTA's goal is to smooth traffic flow and reduce congestion for people and goods through major corridors, to address bottlenecks and hot spots, and to make commutes smoother and more predictable.
- **Make Bus, Ferry, Passenger Train, and BART Rides Safer, Cleaner, and More Reliable.** Contra Costa County's residents and travelers value safe, clean, convenient, and affordable transit options. CCTA's goal is to support transit operators in providing more frequent and reliable transit services and to plan and build the infrastructure that improves connectivity countywide.
- **Provide Accessible and Safe Transportation for Children, Seniors, Veterans, and People with Disabilities.** CCTA will prioritize social equity and provide better mobility options for all, especially for those with the greatest transportation barriers such as youth, seniors, people of lower incomes, and people with disabilities.
- **Improve Transportation in Our Communities.** CCTA supports livable communities by providing local cities and towns with funding to fix and modernize local streets, offer safer places to walk and cycle, and improve air quality. We're committed to funding infrastructure that provides access to affordable housing and jobs. CCTA also helps manage urban sprawl through its advanced mitigation programs and the county's growth management program.

The TEP is intentionally designed to be equitable across the entire county, based on population. CCTA commits to delivering proportionally greater benefits to Communities of Concern (as defined by the Metropolitan Transportation Commission) and low-income residents. CCTA understands that access to quality transportation, jobs, housing, education, health care, and public safety contribute to residents' well-being. **All locally generated transportation revenue—plus any additional grant funding CCTA receives—will be spent on local projects in Contra Costa County.**

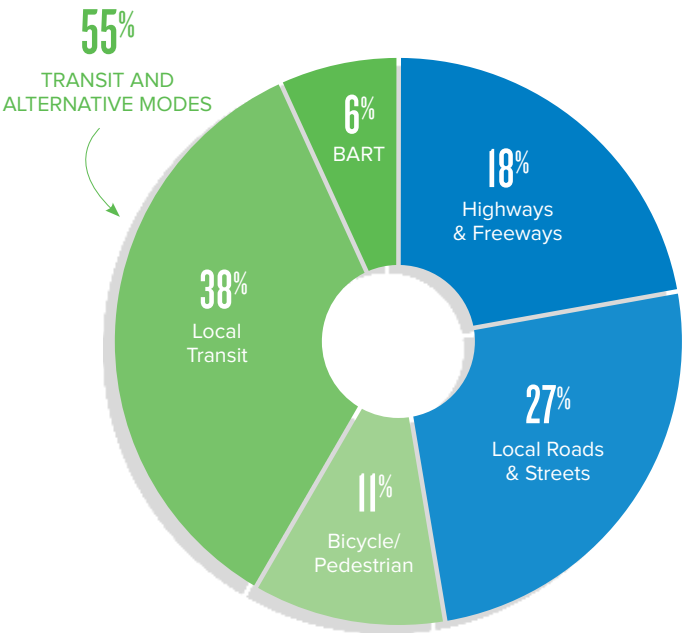
TRANSPORTATION EXPENDITURE PLAN FUNDING SUMMARY

FUNDING CATEGORIES	SUBTOTALS	
	$ (millions)*	%
RELIEVING CONGESTION ON HIGHWAYS, INTERCHANGES, AND MAJOR ROADS	**$1,484**	**41.1**
Improve State Route 242 (SR-242), Highway 4, Transit, and eBART Corridor	**705**	**19.5**
Relieve Congestion and Improve Access to Jobs Along Highway 4 and SR-242	200	5.5
Improve Local Access to Highway 4 and Byron Airport	150	4.2
East County Transit Extension to Brentwood and Connectivity to Transit, Rail, and Parking	100	2.8
Improve Traffic Flow on Major Roads in East County	107	3.0
Enhance Ferry Service and Commuter Rail in East and Central County	50	1.4
Improve Transit Reliability Along SR-242, Highway 4, and Vasco Road	50	1.4
Additional eBART Trains Cars	28	0.8
Seamless Connected Transportation Options	20	0.6
Modernize I-680, Highway 24, Transit, and BART Corridor	**536**	**14.9**
Relieve Congestion, Ease Bottlenecks, and Improve Local Access Along the I-680 Corridor	200	5.5
Improve Traffic Flow on Major Roads in the Central County and Lamorinda	145	4.0
Improve Transit Reliability along the I-680 and Highway 24 Corridors	50	1.4
Provide Greater Access to BART Stations Along I-680 and Highway 24	49	1.4
Improve Traffic Flow on Highway 24 and Modernize the Old Bores of Caldecott Tunnel	35	1.0
Improve Traffic Flow on Major Roads in San Ramon Valley	32	0.9
Seamless Connected Transportation Options	25	0.7
Enhance I-80, I-580 (Richmond-San Rafael Bridge), Transit, and BART Corridor	**243**	**6.7**
Improve Transit Reliability Along the I-80 Corridor	90	2.5
Relieve Congestion and Improve Local Access Along the I-80 Corridor	57	1.6
Improve Traffic Flow on Major Roads in West County	38	1.1
Enhance Ferry Service and Commuter Rail in West County	34	0.9
Improve Traffic Flow and Local Access to Richmond-San Rafael Bridge Along I-580 and Richmond Parkway	19	0.5
Seamless Connected Transportation Options	5	0.1
IMPROVING TRANSIT AND TRANSPORTATION COUNTYWIDE IN ALL OUR COMMUNITIES	**$1,980**	**54.9**
Modernize Local Roads and Improve Access to Job Centers and Housing	628	17.4
Provide Convenient and Reliable Transit Services in Central, East, and Southwest Contra Costa	392	10.9
Increase Bus Services and Reliability in West Contra Costa	250	6.9
Improve Walking and Biking on Streets and Trails	215	6.0
Accessible Transportation for Seniors, Veterans, and People with Disabilities	180	5.0
Cleaner, Safer BART	120	3.3
Safe Transportation for Youth and Students	104	2.9
Reduce and Reverse Commutes	54	1.5
Reduce Emissions and Improve Air Quality	37	1.0
SUBTOTAL	**$3,464**	**96%**
Transportation Planning, Facilities & Services	$108	3.0
Administration	$36	1.0
TOTAL	**$3,608**	**100%**

**Funding amounts are rounded*

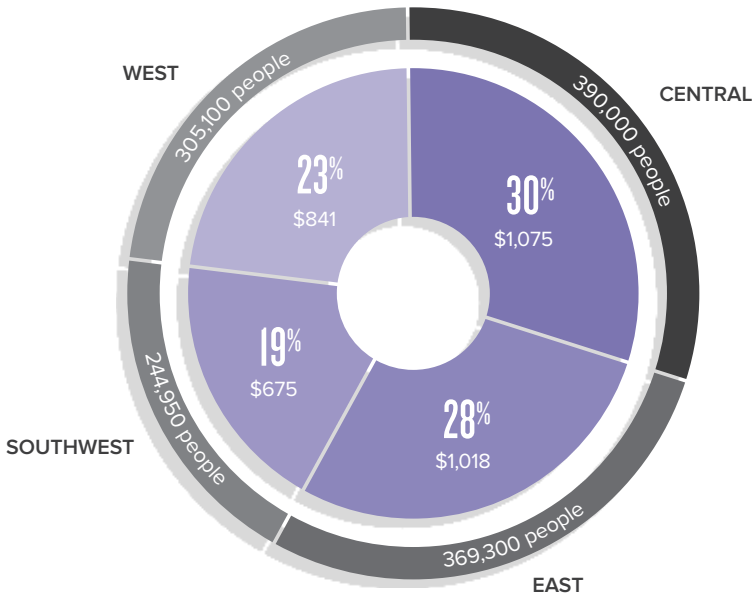
BART	Bicycle/ Pedestrian	Local Transit	Local Roads &Streets	Highways &Freeways
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$197	**$363**	**$1,333**	**$925**	**$647**
6%	**11%**	**38%**	**27%**	**18%**

EXPENDITURES BY FACILITY TYPE AND MODE



NOTE: Percentages do not include Transportation Planning and Administration

EXPENDITURES BY SUBREGION AND POPULATION



** Population based on Association of Bay Area Governments (ABAG) Projections 2013 for year 2037*
$ in millions



OUR NEW TRANSPORTATION FUTURE

Carefully crafted to offer a broad array of tangible benefits to all, this Plan will bring:

- Smooth-flowing traffic along highways and roads
- Quicker trips and less time sitting in traffic
- Smoother pavement and fewer potholes
- Transit, where and when it's needed
- Easier ways to get from home or work to transit stops and back home again
- Cleaner air due to reduced vehicle emissions
- More bicycle lanes and walking paths to support an active lifestyle
- Free or reduced transit fares for students

DECADES OF TRANSPORTATION IMPROVEMENTS AND MANAGED GROWTH

WHO WE ARE AND WHAT WE DO

The Contra Costa Transportation Authority (CCTA) is responsible for **maintaining and improving the county's transportation system by planning, funding, and delivering critical transportation projects that connect our communities,** foster a strong economy, increase sustainability, and safely and efficiently get people where they need to go. CCTA is also responsible for putting solutions in place to help manage traffic by providing and connecting a wide range of transportation options.

We are proud of our accomplishments and we recognize the immense transportation challenges still faced by county residents and businesses—particularly considering population growth, continued development, and threats to the environment. CCTA works to advance transportation solutions, ease congestion, and prepare Contra Costa County for safe, future mobility.

CCTA is leading the way and presenting innovative solutions while protecting the qualities that make Contra Costa a wonderful place to call home. We present this Transportation Expenditure Plan (TEP), which reflects where we are now and, more importantly, our commitment to pursuing transportation policies, planning, and investments that will get us to where we want to be in the future.

FULFILLING OUR PROMISE TO CONTRA COSTA COUNTY VOTERS

Contra Costa County voters passed **Measure C** in 1988, sending a clear message that recognized the immense need to improve the way people travel around Contra Costa County. Voters authorized a 20-year (1989-2009) half-cent transportation sales tax to finance improvements to the county's overburdened transportation infrastructure. In 1989, CCTA was born.

Measure C expired in 2009 but much was accomplished, including widening Highway 4 from Hercules to Martinez, the BART extension to Pittsburg/Bay Point, Richmond Parkway construction, and new transit programs for seniors and people with disabilities.

In 2004, Contra Costa County voters approved **Measure J**. The measure provided for the continuation of the county's half-cent transportation sales tax for twenty-five more years (2009-2034) beyond the Measure C expiration date. Without Measures C and J funding, CCTA would not have qualified to receive additional federal, state, or regional funds. With a total of $1.4 billion in Measure C and J project funds, a total of more than $5.5 billion will be invested in vital transportation projects in Contra Costa County through 2034, leveraging Measure C and J funding at about a three-to-one ratio.

CCTA has delivered most of the major infrastructure improvement projects in Measure J—such as the fourth bore of the Caldecott Tunnels, Highway 4 East widening, eBART extension from the Pittsburg/Bay Point BART station to Antioch, and I-680 and I-80 corridor improvements—on an accelerated timeline to deliver its promises to voters. CCTA periodically issues bonds to provide advance funding to design and build major infrastructure projects. Then, the revenue generated from the transportation sales tax is used to pay back the bonds. By turning future Measure J revenue into capital dollars and accelerating design and construction, transportation projects are put into place sooner to alleviate transportation challenges. Designing and building the projects earlier costs less money, because the added cost of future inflation is avoided.

As of 2018, about 80 percent of the Measure J project funds have been expended. Remaining revenues are now going toward repayment of bonds, fixing local streets, continuing programs, and supporting public transportation. **Without a new TEP, the CCTA will be unable to fund any new major projects to address pressing mobility needs.**

TRANSPORTATION FOR THE NEXT THREE-AND-A-HALF DECADES

While the existing Measure J will remain intact through 2034, this new TEP has been developed for several reasons:

- All of the planned major capital improvement projects funded by Measure J are either complete or in construction, ahead of schedule.
- New transportation technology is offering unprecedented opportunities to streamline travel and traffic and to reduce emissions.
- The gap between transportation needs and available funding is large and requires a bold solution. The new TEP will allow local funding to keep needed services in place and alleviate congestion by attracting other funding sources.



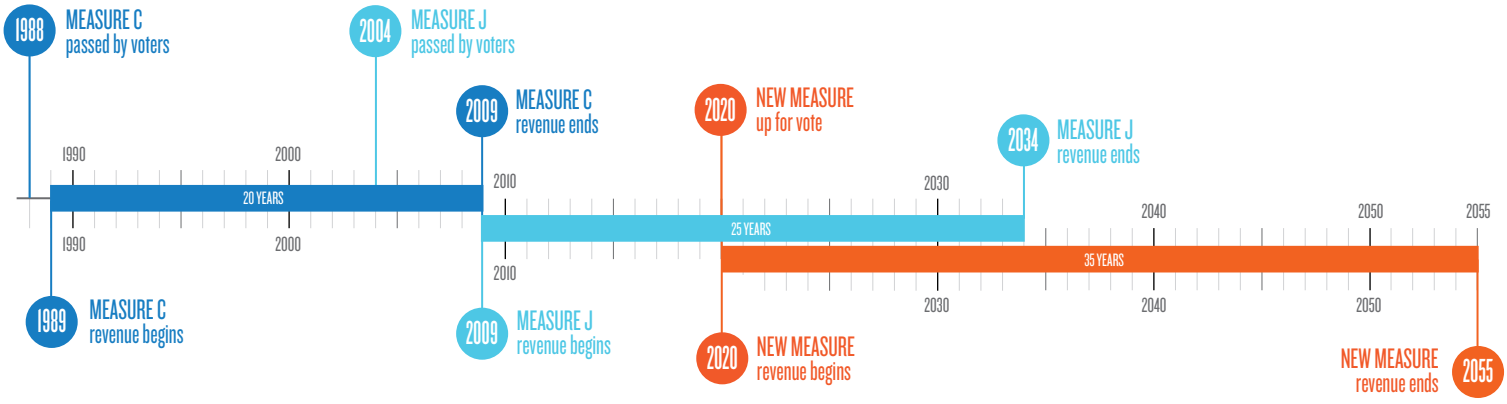
- The demand on Contra Costa County's roads, highways, BART stations, and buses is increasing. The county's population is growing and more people are using roads and transit. Investments are needed to maintain and improve the current transportation system to ensure it can effectively accommodate growth and prepare the system for the future.
- People are increasingly valuing alternative ways to get around, such as transit, walking, and biking. Our roads need to safely accommodate all users.
- Contra Costa County's population is aging. Currently, about 14 percent of the population is age 65 or older.* By 2035, this population is expected to double to about 30 percent. Additionally, poverty has risen faster in suburban areas, particularly in Solano, Contra Costa, and Marin counties. Low-income populations increasingly have less access to public transit and services.** New and different transportation solutions are needed to keep our older residents mobile, living independently, and to maintain quality of life for all, including low-income residents.

LOCAL FUNDING FOR LOCAL PROJECTS

Measures C and J local transportation sales taxes have provided a substantial and steady share of the total funding available for transportation projects in Contra Costa County. State and federal sources have targeted some major projects, but local funding is needed to attract and supplement those sources. Our local transportation sales tax has been indispensable in helping to meet the county's growing needs in an era of unpredictable resources.

** Population based on Association of Bay Area Governments (ABAG) Projections 2013*
*** Coordinated Public Transit – Human Services Transportation Plan (Metropolitan Transportation Commission, 2018)*

Timeline of Local Funding
Contra Costa County Transportation Improvements



The funding for this TEP will augment the existing Contra Costa County Measure J half-cent transportation sales tax by a half-cent until Measure J expires in 2034, then continue the half-cent transportation sales tax until 2055. A sales tax will generate approximately $3.6 billion for essential transportation improvements that touch every city, town, and community in Contra Costa County.

These local funds have allowed CCTA to compete effectively for outside funds by providing a local matching fund source, as required by most grants. Measures C and J, for example, will attract $4.1 billion of additional funds for Contra Costa County transportation projects through 2034, providing a total investment of $5.5 billion in vital transportation improvements.

CCTA will continue to use local transportation sales tax revenue to attract outside funds for projects already identified in regional and state funding measures. In fiscal year 2017-2018 alone, more than $77 million of California's Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, transportation funding was earmarked for projects sponsored by CCTA. The required local match for the grant was $35 million. In other words, for every dollar Contra Costa County taxpayers paid for these projects, the state paid two more dollars.

Similarly, voters approved Regional Measure 3 (RM3), which was authorized and signed into law in 2018 to fund major roadway and public transit improvements via an increase in tolls on the Bay Area's seven state-owned toll bridges. Contra Costa County projects that may benefit from RM3 include:

- Interstate 80 Transit Improvements: expand bus service along the Interstate 80 corridor
- Interstate 680 Transit Improvements: enhance transit service along the Interstate 680 corridor, including bus operations, transit centers, and real-time travel information
- East Contra Costa County Transit Intermodal Station: construct a transit intermodal center to enhance access to eBART and the Mokelumne Bike Trail/Pedestrian Overcrossing at Highway 4
- Contra Costa Interstate 680/Highway 4 Interchange Improvements: reduce congestion and improve safety by widening Highway 4 and adding new direct connectors between I-680 and Highway 4
- Richmond-San Rafael Bridge Access (Contra Costa approach): make improvements to reduce delays on bridge approaches and at the toll plaza, including improvements to the Richmond Parkway
- Byron Highway-Vasco Road Connector: improve access, safety, airport connectivity, and economic development with a new connector between Byron Highway and Vasco Road

RM3 provides only partial funding for these projects. Additional funding is needed to make them a reality.


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A ROADMAP FOR THE FUTURE

WHAT THIS TRANSPORTATION EXPENDITURE PLAN WILL ACCOMPLISH

Contra Costa Transportation Authority's (CCTA's) 2020 Transportation Expenditure Plan (TEP) serves as both a roadmap and an itinerary that will guide transportation investments for the coming 35 years. Throughout the 35-year duration of this Plan, Contra Costa County's population is expected to grow and change, infrastructure will continue to age and wear out, new forms of travel will emerge, and the environment will need continued protection. Such changes will place even more strain on the County's transportation systems. **Without new investments in transportation, Contra Costa will face a future with distressed and outdated infrastructure, increased traffic on already-congested roadways, and a decrease in critical transportation services to those with the greatest need.**

CCTA strives to preserve and enhance an excellent quality of life for Contra Costa County's residents, businesses, and communities with convenient, reliable, and accessible transportation. We do this through optimizing the existing transportation system, leveraging emerging technologies, offering meaningful programs and services, and providing seamless connections between various forms of transportation (for example, cars, transit, cycling, and walking).

The projects in this Plan will benefit all who live and travel within Contra Costa County. The projects will help improve the transportation network over the coming decades to meet growing needs, while supporting economic vitality and an environmentally sustainable future.

CCTA is an internationally recognized leader in implementing transportation-related technological solutions to help ease traffic congestion, offer alternative mobility options for travel, provide valuable information to travelers, make it easier and more efficient to maintain our transportation infrastructure, and many other applications that may be currently under development. This TEP reflects CCTA's commitment to fully integrate applicable transportation technologies with traditional infrastructure for the benefit of residents and travelers.

When implemented, the projects in this TEP will accomplish an array of major transportation improvements throughout the county. These projects serve to enhance people's transportation options and reduce congestion on every major transportation corridor in the county. The funding will also reach deep into the local communities to improve residents' quality of life and protect the County's natural environment.

COMMITMENT TO PERFORMANCE

The 2020 Transportation Expenditure Plan (TEP) will be governed by strong performance criteria against which funding, projects, and programming will be evaluated and scored to ensure maximum contribution to the guiding principles and goals of the Plan. Guidelines will be developed through meaningful community engagement and engagement with cities and towns, Contra Costa County, Regional Transportation Planning Committees, and the Public Oversight Committee to establish the performance criteria for evaluation of programs identified in the Policy Statements. In addition, the Plan will meet the Governor's Executive Order B-16-2012 to reduce transportation-related GHG emissions to 80% below 1990 levels by 2050. To achieve this, CCTA commits to a goal of accelerating zero emission vehicle (ZEV) penetration and a 15% reduction in vehicle-miles traveled (VMTs) per capita.

ACHIEVING INTENDED OUTCOMES

The 2020 TEP was created for Contra Costa County residents, businesses, and travelers by the communities and people it serves. Key stakeholder groups were convened and community outreach conducted to understand what guiding principles, priorities, outcomes, and results are most important to the residents and businesses of Contra Costa County.

CCTA is fully committed to an outcomes-based approach that includes measurable performance targets for all principles and criteria. The TEP presents a suite of transportation solutions that align with guiding principles and will offer a transportation system that supports a vibrant, modern, equitable, and livable Contra Costa County.

CCTA will ensure funding in the TEP will achieve the outcomes identified in the 2017 Countywide Transportation Plan (CTP). The TEP offers equitable transportation opportunities for all residents of Contra Costa. In evaluating detailed funding proposals, CCTA will ensure that expenditures benefit those living in Communities of Concern and for minority and low-income residents.

Every project with total costs of more than $10 million will undergo a performance analysis and review prior to funding being allocated. Implemented projects and programs will also undergo a thorough analysis of their performance to initiate program modification where needed and/or changes in evaluation methods.

A Public Oversight Committee will provide input for developing specific performance criteria by which projects can be evaluated and measured. In this way, county taxpayers can be assured that the funding is spent responsibly to meet the county's transportation goals.

TAXPAYER SAFEGUARDS

Over the past thirty years, CCTA has operated under a system of rigorous taxpayer safeguards to protect the county's investments and to ensure that transportation sales tax revenue is invested wisely, equitably, and transparently. CCTA consistently achieves the highest standards in its governmental accounting and financial reporting and ensures full accountability in its programs and projects.

With the 2020 TEP, CCTA is fully committed to continuing our strong accountability to Contra Costa taxpayers through many safeguards:

- CCTA will continue to publish an annual budget and strategic delivery plan that estimates expected transportation sales tax receipts, other anticipated revenue, and planned expenditures for the year.
- CCTA's Public Oversight Committee will continue to provide diligent oversight of all CCTA expenditures and report its oversight activities and findings to the public through annual audits that focus on the allocation of funding, project performance, tracking of TEP goals, local jurisdiction compliance, and growth management performance.
- CCTA will routinely inform, communicate with, and engage its partner organizations, advisory committees, and the County's residents and businesses to ensure that its programs and projects are fully transparent and best meet the needs of its residents.
- CCTA will strive to balance the needs of all people and areas of Contra Costa County to support an equitable and sustainable transportation system for all, while ensuring proportionally greater benefits to Communities of Concern and low-income residents.
- CCTA's regional transportation planning committees will continue to ensure cohesion with local and subregion planning and implementation efforts and adherence to adopted policies.

In July 2019, CCTA was the proud recipient of Contra Costa Taxpayers Association Silver Medal Award for Good Governance.

PERTINENT POLICIES

CCTA implements and follows several key policies to ensure that Contra Costa's transportation systems are in alignment with the County's established future vision. Full text of these policies is included in the Policy Statements section at the end of this document. In summary, these key policies are as follows:

Growth Management Program establishes principles that preserve and enhance the county's quality of life and promotes a healthy and strong economy through a cooperative, multijurisdictional process for managing growth while maintaining local authority over land use decisions.

Urban Limit Line Compliance Policy requires each jurisdiction to adopt and comply with a voter-approved Urban Limit Line, which defines the physical limits of a jurisdiction's future urban development.

Both the Growth Management Program and Urban Line Limit Compliance policies, which have been in place since Measure J began in 2009, have been enhanced in this TEP.

CCTA, with input from many stakeholders, has developed the following **additional four policies** to ensure that projects align with the vision, guidelines, and requirements for fund expenditures.

Transit Policy sets out goals for improving, coordinating, and modernizing transit service—along with first- and last-mile connections to transit—thereby increasing the percentage of residents and commuters that may travel conveniently by public transit.

Complete Streets Policy encourages making local streets more efficient and safe for all users—including drivers, pedestrians, bicyclists, and transit riders—and giving travelers convenient options while minimizing the need to widen roadways.

Advanced Mitigation Program provides innovative ways to advance needed infrastructure projects more efficiently and provides more effective conservation of natural resources such as watersheds, wetlands, and agricultural lands. CCTA will also begin development of a countywide vehicle-miles traveled (VMT) mitigation program.

Road Traffic Safety requires all funding recipients to systemically apply planning and design practices that quantifiably reduce the risk of traffic-related deaths and severe injuries.

These policies, along with the guiding principles, will govern the funding and implementation of the 2020 TEP.


CONTRA COSTA
transportation
authority
BIKE ROUTE

PROPOSED TRANSIT AND TRANSPORTATION INVESTMENTS

PLANNING FOR THE FUTURE

This Transportation Expenditure Plan (TEP) includes transportation-related projects and programs to be planned, designed, funded, constructed, and/or delivered in Contra Costa County over the next thirty-five years. This plan anticipates an investment of approximately $3.6 billion of revenue generated from the half-cent transportation sales tax. Contra Costa County's local sales tax revenue will help Contra Costa Transportation Authority (CCTA) attract additional local, regional, state, and federal funding to augment the sales tax revenue.

The project descriptions that follow are purposefully brief and offer general overviews of the purpose and nature of the projects. Several projects (such as affordable transit for students, seniors, and people with disabilities) are continuations or enhancements to ongoing work performed under Measure J. Many other projects included in this Plan are still in the concept or planning stages. Stakeholders and the public will have plenty of future opportunities to help shape these projects so that they are most useful and beneficial to residents, commuters, and visitors.

In its role as the administrator of Contra Costa County's transportation sales tax revenue, CCTA has instituted requirements so that taxpayer's revenue is invested per established policies, as presented in the Policy Statements section of this TEP. The policy statements generally require that recipients of funding perform advance performance assessments and comply with applicable laws and other CCTA policies. The Taxpayer Safeguards and Accountability Policy in the Policy Statements section includes the full statement of funding requirements and restrictions, as applicable.

CCTA sets aside funding to implement the countywide Growth Management Program, prepare the countywide transportation plan, and support the programming and monitoring of federal and state funds, as well as CCTA's Congestion Management Agency functions. A very small percentage of the funding also covers basic administrative functions (such as salaries) and basic expenses (such as rent).

$1.48 BILLION

IN 2017, FOUR MAJOR FREEWAYS IN CONTRA COSTA COUNTY RANKED IN THE TOP 10 WORST COMMUTES: I-680, I-80, HIGHWAY 24 AND HIGHWAY 4.*

RELIEVING CONGESTION ON HIGHWAYS, INTERCHANGES, AND MAJOR ROADS

More than 79 percent of Contra Costa County's residents drive to work; several of Contra Costa County's highways have been identified as the "most congested in the San Francisco Bay Area."**

Easing traffic congestion is one of Contra Costa County residents' highest priorities. Accordingly, CCTA will invest nearly half of the new transportation sales tax revenue toward new, modern tools and strategies to improve traffic flow and reduce traffic congestion on the county's major corridors and roads. These strategies include highway and road improvements thoughtfully integrated with transit improvements and alternative modes.

Improving transit and transit connections will lessen traffic congestion on the County's highways; as transit service is improved and more people take transit, fewer cars on the road translates to less traffic.

CCTA is committed to improving access to jobs throughout Contra Costa and supporting economic development through programs and projects in this Transportation Expenditure Plan such as the Northern Waterfront Initiative. Programs and projects will support housing within planned or established job centers that are served by transit, or that aid economic development and job creation.

Projects will be subject to applicable policies as presented in the Policy Statements section at the end of this document.

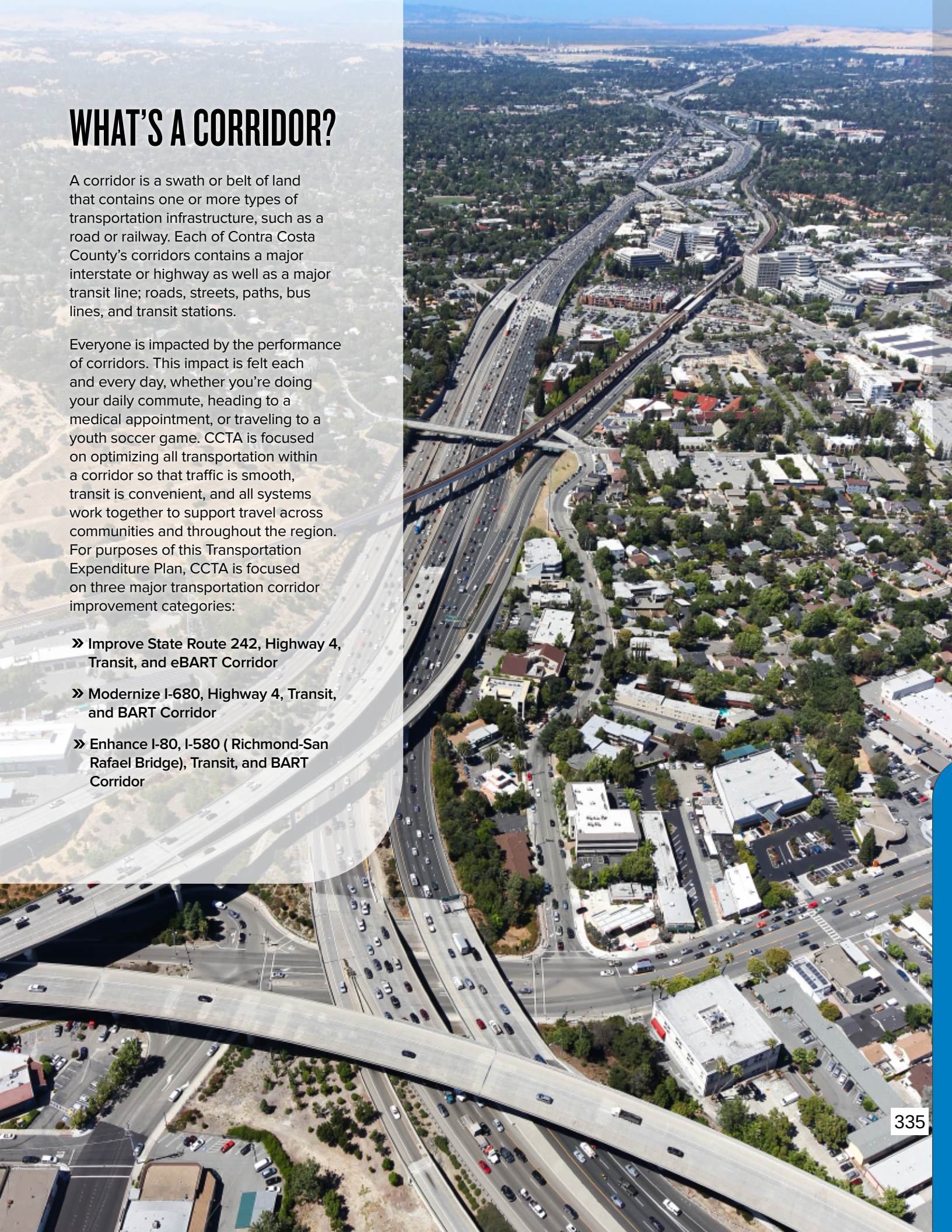
*SOURCE: Metropolitan Transportation Commission, Vital Signs - https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf
**SOURCE: Metropolitan Transportation Commission, Vital Signs, 2016-2017 data

WHAT'S A CORRIDOR?

A corridor is a swath or belt of land that contains one or more types of transportation infrastructure, such as a road or railway. Each of Contra Costa County's corridors contains a major interstate or highway as well as a major transit line; roads, streets, paths, bus lines, and transit stations.

Everyone is impacted by the performance of corridors. This impact is felt each and every day, whether you're doing your daily commute, heading to a medical appointment, or traveling to a youth soccer game. CCTA is focused on optimizing all transportation within a corridor so that traffic is smooth, transit is convenient, and all systems work together to support travel across communities and throughout the region. For purposes of this Transportation Expenditure Plan, CCTA is focused on three major transportation corridor improvement categories:

- **Improve State Route 242, Highway 4, Transit, and eBART Corridor**
- **Modernize I-680, Highway 4, Transit, and BART Corridor**
- **Enhance I-80, I-580 (Richmond-San Rafael Bridge), Transit, and BART Corridor**



Improve SR-242, Highway 4, Transit, and eBART Corridor

4 242

RELIEVE CONGESTION AND IMPROVE ACCESS TO JOBS ALONG HIGHWAY 4 AND SR-242

CCTA is continuing its work in **easing traffic congestion**, smoothing traffic flow, and reducing travel time along Highway 4 and SR-242 with a blend of projects that may be considered:

- Improving access to jobs and support economic development along the northern waterfront
- Improving access to local key destinations, including business districts and BART stations
- Reconfiguring interchanges along SR-242
- Managing traffic flow on Highway 4 by connecting and **synchronizing traffic on freeway**s, local roads, and freeway ramps
- Completing operational improvements at the I-680/Highway 4 interchange
- Addressing bottlenecks and cooling hot spots caused by high-volume weaving areas and **adding auxiliary lanes** and improving ramps between SR-242 and Bailey Road
- Providing incentives to encourage the use of transit and alternative transportation options

5th *most* **CONGESTED HIGHWAY in the Bay Area**

*Eastbound Martinez to Pittsburg**



IMPROVE LOCAL ACCESS TO HIGHWAY 4 AND BYRON AIRPORT

CCTA has developed a multipronged approach to **reducing traffic congestion and improving safety** and **travel time reliability** on the roads through and around Byron. These projects will also facilitate economic development and goods movement in East Contra Costa County. Key projects may consider:

- A new limited-access connector between Byron Highway and Vasco Road south of Camino Diablo to **improve access to Byron Airport**, making it a more useful transportation hub
- Improvements to Vasco Road and Byron Highway, and other safety improvements
- Interchange improvements along Highway 4 at Balfour Road, Marsh Creek Road, Walnut Boulevard, and Camino Diablo
- Enhancements to the Byron Airport
- Improve access to jobs and support economic development along the Northern Waterfront

These projects will include measures to prevent growth outside predefined urban limit lines, for example, prohibitions on roadway access from adjacent properties, permanent protection and/or acquisition of agricultural lands or critical habitat, and habitat conservation measures.



ADDITIONAL eBART TRAIN CARS

Trains are full with standing room only during commute hours. Funding will be considered for allocation toward **purchasing additional eBART train cars** so that trains can carry more passengers on this popular route.

Source: Metropolitan Transportation Commission, "Vital Signs: Bay Area Freeway Locations with most Weekday Traffic Congestion, 2017" - https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf



SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix of freeways to bike paths, trains to shuttles, and many other modes in between. Providing **seamless connectivity among these many travel options** will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and taking advantage of future transportation technology trends.

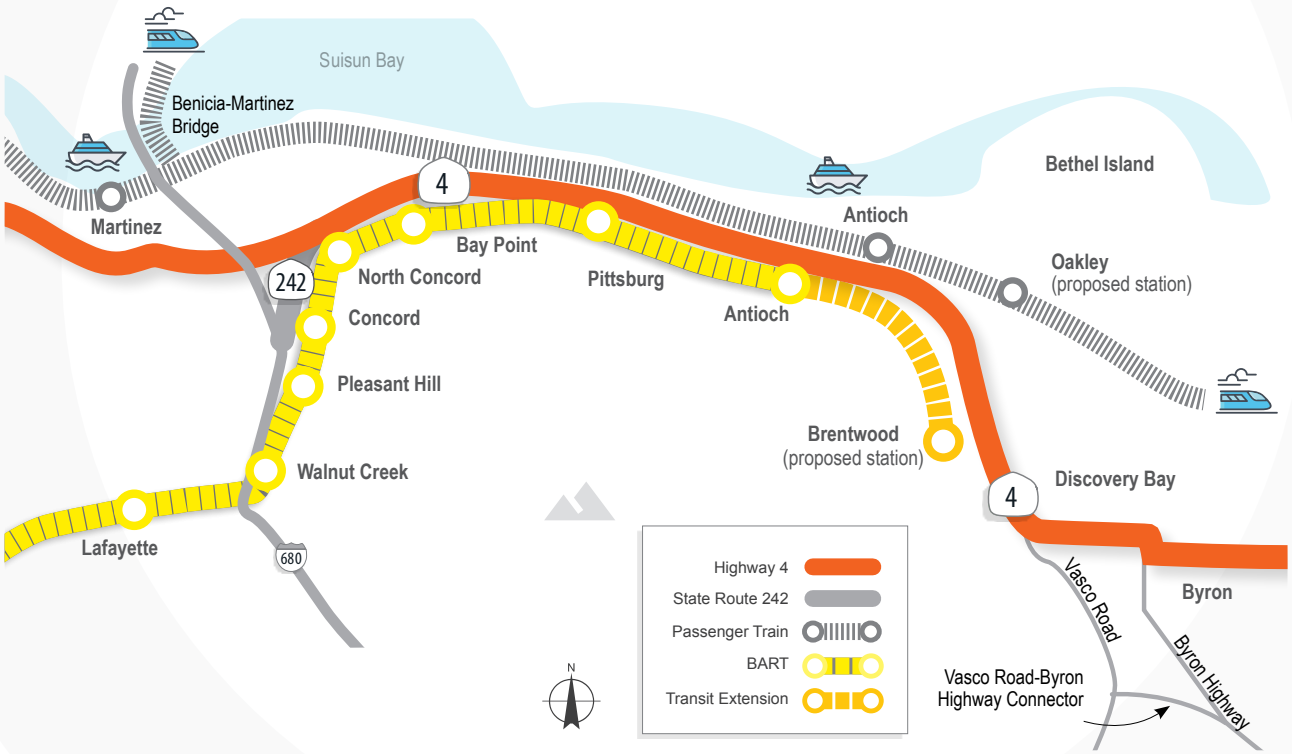


ENHANCE FERRY SERVICE AND COMMUTER RAIL IN EAST AND CENTRAL COUNTY

To help travelers make convenient connections between the Capitol Corridor and San Joaquin train system and the BART system, CCTA proposes to **fund new stations and improvements to existing stations** and rail facilities. Some example projects may include a new train station for the San Joaquin line and a park-and-ride lot in Oakley, new connections between the new Oakley station and Antioch eBART, and a transit connection from the Martinez Amtrak station to the North Concord BART station.

CCTA is also considering expanding ferry service between Martinez and Antioch. As more people use ferries and the passenger train, traffic congestion on Contra Costa County's roads and highways will decrease, **traffic will flow more smoothly, and air emissions will decrease**, thereby improving the County's air quality.

» TOTAL INVESTMENTS: $705 million



IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN EAST COUNTY

CCTA is committed to relieving congestion on major roads and **implementing modern systems** that provide safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians. Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- **New bicycle and pedestrian facilities**
- Installation of "smart" parking management programs
- **Traffic signal synchronization** and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs and gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities
- Close gaps and extend major roads to relieve congestion and improve safety

EAST COUNTY TRANSIT EXTENSION TO BRENTWOOD AND CONNECTIVITY TO TRANSIT, RAIL, AND PARKING

Expanding transit service throughout East Contra Costa County will enable more people to travel conveniently to the Antioch eBART station and other destinations served by transit. The TEP may consider funding a direct link between a new intermodal center in Brentwood to the Antioch eBART station.

Funding will also be considered to **improve transit service throughout Brentwood, Oakley, and nearby communities** via new shuttle service, bus service, and transit hubs such as a new Tri Delta park-and-ride lot to service eBART and a new Amtrak San Joaquin station in Oakley. Funding will help integrate existing transit services using new technologies, so that people have smooth and convenient connections with less wait time.

IMPROVE TRANSIT RELIABILITY ALONG SR-242, HIGHWAY 4, AND VASCO ROAD

One of CCTA's strategies to smoothing traffic along SR-242, Highway 4, and Vasco Road is to **improve and enhance transit service** to give travelers viable and convenient options to driving. When more people take transit, there will be fewer cars on the road and traffic congestion will be reduced. Possible projects that CCTA may consider:

- Increased express bus service
- Improved interchanges and local access for buses so they can utilize the highways more efficiently
- **Dedicated part-time transit lanes** to bypass congestion
- Improved transit connections between transit stations (including BART stations and ferry terminals), schools, housing, and employment centers, thereby addressing transit users' first-mile/last-mile challenges

Modernize I-680, Highway 24, Transit, and BART Corridor

680

RELIEVE CONGESTION, EASE BOTTLENECKS, AND IMPROVE LOCAL ACCESS ALONG THE I-680 CORRIDOR

Improvements to the I-680 corridor will work together to address bottlenecks, **relieve traffic congestion**, smooth traffic flow, reduce travel times, **improve air quality**, and offer efficient transportation choices to all travelers. Key strategies to be considered include:

- **Complete express lanes** in both directions from Rudgear Road in Walnut Creek to the Benicia-Martinez Bridge, to provide twenty-five miles of continuous southbound express lanes and nearly continuous northbound express lanes
- Address congestion hot spots caused by high-volume weaving areas such as between Livorna Road and Treat Blvd. Additional merge lanes and ramp improvements at these locations **will provide safe merging for motorists and ease bottlenecks** that currently create chronic delays
- Implement innovative technology solutions to manage traffic flow by connecting and synchronizing traffic on local arterials, freeway ramps, and freeways
- Transform park-and-ride facilities into **shared mobility hubs** that provide multimodal transportation options and amenities to encourage transit use
- Implement transportation demand management programs to reduce single-occupancy vehicle travel
- Provide incentives for using alternative transportation options



10th most CONGESTED HIGHWAY in the Bay Area

*Northbound Danville to Walnut Creek**

**Source: Metropolitan Transportation Commission, "Vital Signs: Bay Area Freeway Locations with most Weekday Traffic Congestion, 2017" - https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf*

» TOTAL INVESTMENTS: $536 million

IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN CENTRAL COUNTY AND LAMORINDA

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide **safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians.** Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- New bicycle and pedestrian facilities
- Installation of "smart" parking management programs
- Traffic signal synchronization and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs, gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities

IMPROVE TRAFFIC FLOW ON HIGHWAY 24 AND MODERNIZE THE OLD BORES OF CALDECOTT TUNNEL

CCTA has plans to improve traffic flow and access along Highway 24 in Orinda, Lafayette, and Moraga through a suite of projects that could include improving interchanges, modifying major roads to reduce highway access delays, and other congestion-reducing improvements. CCTA will also **develop transit and shared trip incentives** for drivers in lieu of single-occupant vehicle travel.

The original two-bore Caldecott Tunnel opened in 1937. CCTA will implement improvements that may include increased lighting and visibility, improved traffic alerts for crashes or stalled vehicles, and other physical or technological solutions to improve safety and help improve traffic flow in the tunnels.

IMPROVE TRANSIT RELIABLITY ALONG THE I-680 AND HIGHWAY 24 CORRIDORS

One of CCTA's strategies to smoothing traffic along the I-680 and Highway 24 corridors is to improve and **enhance transit service** to give travelers viable and convenient alternatives to driving in their vehicles. When more people take transit, there will be fewer cars on the road and traffic will be reduced. Funding may consider the following:

- Implement and increase express bus service along the I-680 and Highway 24 corridors
- Improve interchanges and local access so buses can utilize the highways more efficiently
- Provide **dedicated part-time transit lanes** to bypass congestion
- **Improve transit connections** between transit stations, schools, housing, and employment centers, thereby addressing first-mile/last-mile challenges for transit users

PROVIDE GREATER ACCESS TO BART STATIONS ALONG I-680 AND HIGHWAY 24

In addition to making shuttle service to and from BART more frequent, CCTA will consider allocating funding toward making **parking and access improvements** that serve BART stations, so that buses and people in vehicles—along with people arriving by walking or bicycling—can get to the station more easily and conveniently. Funding may be considered for constructing satellite parking lots with frequent direct shuttle service to BART.

SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix, from freeways to bike paths, trains to shuttles, and many other modes in between. **Providing seamless connectivity** among these many travel options will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and **taking advantage of future transportation technology trends.**

IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN SAN RAMON VALLEY

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide **safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians.** Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- New bicycle and pedestrian facilities
- Installation of "smart" parking management programs
- Traffic signal synchronization and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs, gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities

Enhance I-80, I-580, Transit, and BART Corridor

80

RELIEVE CONGESTION AND IMPROVE LOCAL ACCESS ALONG THE I-80 CORRIDOR

Improvements to the I-80 corridor will address bottlenecks, relieve traffic congestion, smooth traffic flow, reduce travel times, improve air quality, and offer efficient transportation choices to all travelers. Key improvements may include:

- Several innovative strategies and operational improvements will be implemented to **reduce travel time, improve air quality, reduce weaving at interchanges,** and smooth traffic flow
- Expand intelligent transportation systems and advanced technology strategies along I-80 to **maximize system efficiency** and prepare the corridor for future advances in transportation technology
- Increase travel time reliability in the carpool lanes through cost-effective **managed lane strategies** and enforcement
- Improve and expand express transit service through the corridor
- Transform park-and-ride facilities into **shared mobility hubs** that provide multimodal transportation options and amenities to encourage transit use
- Provide incentives to encourage the use of transit and alternative transportation options.



AN ADDITIONAL

$250M



WILL BE SPENT TO INCREASE BUS SERVICES AND RELIABILITY IN WEST CONTRA COSTA COUNTY.

» TOTAL INVESTMENTS: $243 million



IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN WEST COUNTY

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians. Projects will range in size and type, and may consider the following:

- Railroad grade separations
- New and/or wider lanes or shoulders
- **New bicycle and pedestrian facilities**
- Installation of "smart" parking management programs
- **Traffic signal synchronization** and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs and gutters, and streetscapes
- Bus **transit facility enhancements,** such as bus turnouts and passenger amenities



ENHANCE FERRY SERVICE AND COMMUTER RAIL IN WEST COUNTY

To help travelers make convenient connections with the Capitol Corridor and San Joaquin train systems, CCTA will consider funding **a new regional intermodal station** in Hercules, along with new or improved ferry services in Hercules with connections to the train. As more people use ferries and the train, traffic congestion on Contra Costa County's roads and highways will decrease, traffic will flow more smoothly, and air emissions will be reduced thereby improving the county's air quality.



SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix, from freeways to bike paths, trains to shuttles, and many other modes in between. **Providing seamless connectivity** among these many travel options will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and **taking advantage of future transportation technology trends.**



IMPROVED TRAFFIC FLOW AND LOCAL ACCESS TO RICHMOND-SAN RAFAEL BRIDGE ALONG I-580 AND RICHMOND PARKWAY

CCTA plans to relieve traffic congestion and reduce traffic delays by **modernizing facilities,** expanding pedestrian and bicycling options, improving transit reliability, and encouraging the use of carpools and buses.

Specific improvements to be considered:

- **Extending the carpool lane along I-580** from the toll plaza at the Richmond-San Rafael Bridge to Central Avenue in El Cerrito
- Making improvements so that pedestrians and cyclists can better access the Richmond-San Rafael bridge, Richmond Parkway, Richmond Ferry Terminal, and Richmond BART Station
- Improving the interchange at Richmond Parkway and I-580
- **Providing incentives** for using alternative transportation options



IMPROVE TRANSIT RELIABILITY ALONG THE I-80 CORRIDOR

One of CCTA's strategies to smoothing traffic along the I-80 corridor is to improve and **enhance transit service** to give travelers viable and convenient options to driving. When more people take transit, there will be fewer cars on the road and traffic will be reduced. Funding is planned to:

- Increase express bus service along the corridor
- Improve interchanges and local access for buses so they can utilize the highways more efficiently
- Provide dedicated part-time transit lanes along I-80 to bypass congestion
- **Improve transit connections** between transit stations (including BART stations and ferry terminals), schools, housing, and employment centers, thereby addressing first-mile/last-mile challenges for transit users
- Provide incentives to travelers to use alternative transportation options

$1.98 BILLION

IMPROVING TRANSIT AND TRANSPORTATION COUNTYWIDE IN ALL OUR COMMUNITIES



The quality of roads and availability of transportation options are two major factors in making our communities great places to live, as are the availability of jobs, safety, access to parks and trails, and good clean air and water. CCTA will implement many projects throughout the county to improve our local communities and **protect Contra Costa County's environment and quality of life.**

The previous section of this TEP presented investments focused on Contra Costa County's major corridors. This section describes funding that spreads into every community, through local projects and programs that improve the County's vast transportation network.

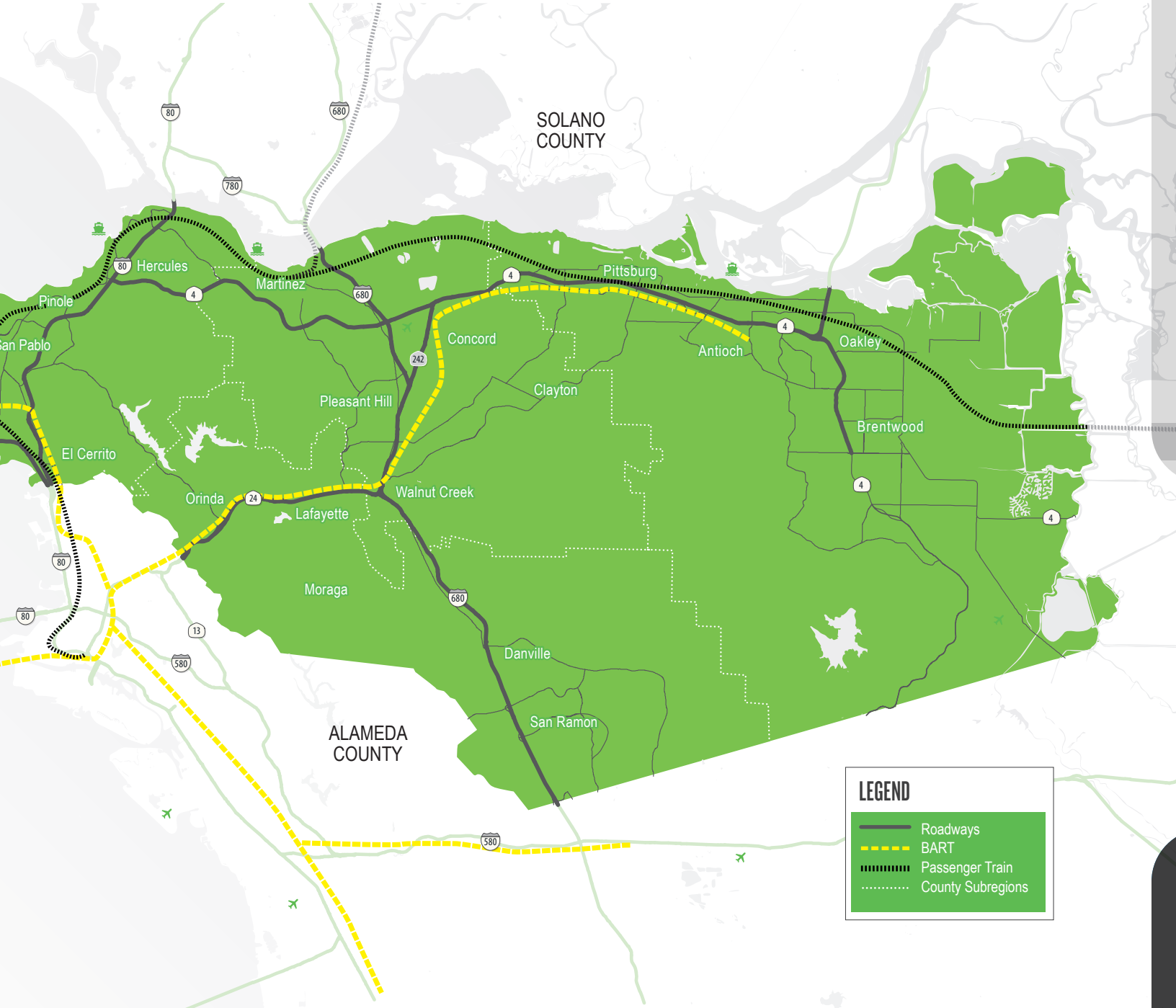
Funding will be allocated toward improving local roads and streets to make them safer for all travelers. Smaller projects—such as removing bottlenecks, improving traffic signal operations, installing traffic calming measures, and making streetscape improvements—can make big improvements in a community's quality of life.

Funding will be allocated toward substantial investments in a **robust transit system** that provides affordable, efficient, convenient, and accessible transit to travelers throughout the county. These projects will result in cleaner, safer, and more reliable trips on BART, buses, and ferries. The transit systems will extend into parts of the county that are currently lacking frequent transit service. When more people take transit, traffic congestion on the County's roads and highways will decrease, traffic will flow more smoothly, and **air emissions will decrease**, thereby improving the county's air quality.

CCTA is committed to supporting accessible and safe transportation for all Contra Costa County residents. CCTA will allocate funding toward a wide array of **programs for students, seniors, veterans, and people with disabilities,** aimed at offering safe transportation options and improving mobility.

Projects will be subject to applicable policies as presented in the Policy Statement section.

342


SOLANO COUNTY
ALAMEDA COUNTY
Hercules
Martinez
Pinole
San Pablo
Pittsburg
Concord
Antioch
Oakley
Clayton
Pleasant Hill
Brentwood
El Cerrito
Orinda
Lafayette
Walnut Creek
Moraga
Danville
San Ramon
LEGEND
Roadways
BART
Passenger Train
County Subregions


Location
Eastern suburb of the San Francisco Bay Area


Population
1 Million+


Diverse
Demographically, economically and geographically

Improving Transit and Transportation Countywide In All Our Communities



MODERNIZE LOCAL ROADS AND IMPROVE ACCESS TO JOB CENTERS AND HOUSING

Smooth, pothole-free roads, safe intersections, pleasant sidewalks, safe bike lanes, and clean air are some of the important features that make Contra Costa County a great place to live and work.

CCTA will provide funding directly to the county's cities, towns, and unincorporated areas so that they may make improvements to their own local roads, streets, and access to job centers and housing.

To ensure transparency and accountability, local agencies report annually on the amount spent on roadway maintenance, bicycle and pedestrian facilities, transit facilities, and other roadway improvements. Local agencies must also meet the requirements set forth in the Growth Management Program, Urban Limit Line Compliance Requirements, Transit Policy, Complete Streets Policy, Road Traffic Safety Policy, and other applicable policies in the Policy Statements section.



SAFE TRANSPORTATION FOR YOUTH AND STUDENTS

Drop-off and pick-up at schools often creates traffic jams on local streets and unsafe conditions for children. CCTA will allocate funds toward a wide array of transportation projects and programs for students and youth, aimed at relieving congestion, offering safe transportation options—such as walking and cycling—and improving mobility.

Funding will also be used for **reduced fare transit passes**, transit incentives, and school bus programs to encourage more youth and students to use transit to attend school and afterschool programs.

In cooperation with project sponsors in each subregion, CCTA will establish guidelines to define priorities and maximize effectiveness. The guidelines may require provisions such as operational efficiencies, performance criteria, parent contributions, and reporting requirements.



IMPROVE WALKING AND BIKING ON STREETS AND TRAILS

Numerous studies and research across many different communities have demonstrated the benefits of creating an environment where walking and bicycling are safe, comfortable, and convenient. For example, **increased walking and bicycling can improve air quality by reducing emissions and energy use** from motor vehicles, improving access by foot or bike can make transit more convenient, and regular walking and bicycling can improve people's health and reduce mortality rates and health care costs.

This TEP contains **unprecedented levels of funding to improve safety for bicyclists and pedestrians in every part of the county**—from local street improvements to trail enhancements and similar projects. Funding will be considered to implement projects in the Contra Costa Countywide Bicycle and Pedestrian Plan. CCTA will develop program guidelines for a competitive project-selection process that maximizes benefits for all users. All funding will be consistent with CCTA's Complete Streets, Road Traffic Safety, and other applicable policies.

Approximately one-fifth of the funds will be considered for allocation to the East Bay Regional Park District for the development, maintenance, and rehabilitation of paved regional trails.



REDUCE AND REVERSE COMMUTES

If people live closer to their jobs and transit, they have less need to commute long distances, thereby reducing traffic congestion, vehicle-miles traveled (VMT), and greenhouse gas (GHG) emissions. Transportation programs and projects funded out of this category will support economic development and job creation in Contra Costa County. All expenditures in this category will be used to reduce or reverse commutes.

Funding will also incentivize employers to create local jobs in housing-rich areas and to promote transit, shared trips, telecommuting, and shifting work schedules, all with the intent of reducing commuter traffic at peak commute times and better utilizing available reverse commute capacity in the existing transportation infrastructure. Funding is intended to match regional, state, or federal grants and private-sector investment to achieve maximum benefits and may be spent on other regional transportation priorities at the request of the subregion. Examples of projects that may be funded include new or upgraded rail crossings to "unlock" development potential for employment centers, rail-based goods movement improvements, bike lanes and bike facilities in business parks and on routes from transit stations and/or housing to employment centers, and other new or upgraded transportation infrastructure intended to strategically attract jobs to housing-rich areas. Transit service to new employment centers could also be funded under this category.



» TOTAL INVESTMENTS: $1.98 billion



ACCESSIBLE TRANSPORTATION FOR SENIORS, VETERANS, AND PEOPLE WITH DISABILITIES

Contra Costa County's population is aging. As people get older or become disabled and can no longer drive, they will increasingly rely on other ways to get around. Funding in this category will be used for **affordable, accessible, cost-effective, and safe countywide transportation** for seniors, disabled veterans, and other people with disabilities who, due to age or disability, cannot drive or take other transit options.

In collaboration with stakeholders, transit and non-profit service providers, CCTA will develop an Accessible Transportation Strategic Plan to implement a customer-focused, user-friendly, seamless coordinated system using these funds. The Planwill be developed based on the characteristics and abilities of all system users and identify options including traditional and beyond traditional paratransit services.



INCREASE BUS SERVICES AND RELIABILITY IN WEST CONTRA COSTA

Many people in West Contra Costa County rely on buses and transit as their primary means of travel. CCTA will focus on expanding transit services to unserved or underserved areas, along with more frequent and reliable bus service to all. Funding will be provided to public transit operators in the west subregion of Contra Costa County (including AC Transit and WestCAT) to **provide cleaner, safer, and more reliable trips on buses.** This funding will enable transit operators to improve the frequency of service, especially on high-demand routes, increase ridership and incentivize transit use by offsetting fares.



PROVIDE CONVENIENT AND RELIABLE TRANSIT SERVICES IN CENTRAL, EAST, AND SOUTHWEST CONTRA COSTA

Although BART and rail service offers backbone transit options to residents in central, southwest, and east County, many neighborhoods and communities are unserved or underserved by bus or other transit options, meaning that transit is not close enough to people who want to use it and not frequent enough to be convenient. Funding will be provided to public transit operators in the central, east, and southwest subregions to provide **cleaner, safer, and more reliable trips on buses or shuttles**. This funding will enable transit operators to improve the frequency of service, especially on high-demand routes, increase ridership, and incentivize transit use by offsetting fares.



CLEANER, SAFER BART

BART began operating in the early 1970s and its stations and station equipment are showing their age. There are eleven BART stations located in Contra Costa County.

CCTA plans to fund a suite of modernization projects at select stations to **increase safety, security, and cleanliness,** and to improve customer experience. Several projects will focus on improving reliability of fare gates and reducing fare evasion. Many of these projects are eligible for Measure RR (BART's $3.5 billion general obligation bond). CCTA will provide no more than a dollar-for-dollar match for BART projects. BART and CCTA will develop a countywide program to determine how funding is allocated, evaluated, and tracked for effectiveness. Specific funding and maintenance of effort requirements are required and identified in the Taxpayers Safeguards and Accountability Policy section.



REDUCE EMISSIONS AND IMPROVE AIR QUALITY

CCTA is a nationwide leader in sustainable, technology-enabled transportation. We integrate innovative technological solutions into Contra Costa County's transportation network to improve traffic flow and safety, reduce greenhouse gas emissions, and offer improved travel options. Technology solutions can help solve the challenges of the lack of connectivity between transportation options, resulting in reduced emissions and improved air quality. Eligible expenditures in this category include:

- Implementing the strategies developed in the 2019 Contra Costa Electric Vehicle Readiness Blueprint and subsequent updates
- Reducing transportation-related greenhouse gases through the utilization of a cleaner vehicle fleet, including alternative fuels and/or locally produced energy
- Preparing for a growing fleet of zero-emission vehicles by facilitating the installation of electric charging stations or alternative fuels
- Increasing utilization of nonautomobile types of transportation by expanding walking and biking paths and transit options
- Using demand management strategies designed to reduce congestion, increase use of nonautomobile transportation, increase occupancy of autos, manage existing infrastructure, and reduce greenhouse gas emissions
- Managing parking supply to improve availability, utilization, and to reduce congestion and greenhouse gas production

Funding is intended to match regional, state, or federal grants and private-sector investment to achieve maximum benefits. CCTA will develop and adopt guidelines for a competitive project-selection process for the use of these funds.


BART

POLICY STATEMENTS

The Growth Management Program (GMP)

Coupled with the Transportation Expenditure Plan (TEP) is Contra Costa's unique and well-tested program for managing growth. The overall goal of the GMP is to preserve and enhance the quality of life and promote a healthy, strong economy to benefit the people and areas of Contra Costa through a cooperative, multijurisdictional process for managing growth, while maintaining local authority over land-use decisions.[1]

The objectives of the GMP are to:

- Assure that new residential, business, and commercial growth pays for the facilities required to meet the demands resulting from that growth
- Require cooperative transportation and land-use planning among Contra Costa County, cities/towns, and transportation agencies
- Support land-use patterns within Contra Costa that make more efficient use of the transportation system, consistent with the General Plans of local jurisdictions
- Support infill and redevelopment in existing urban and brownfield areas

The Measure J GMP, which includes Principles of Agreement for Establishing the Urban Limit Line (ULL), is augmented and superseded by this 2020 TEP.

1. The Authority will, to the extent possible, attempt to harmonize the GMP and the State-mandated Congestion Management Program (CMPs). To the extent they conflict, CMP activities shall take precedence over the GMP activities.

COMPONENTS

To receive its share of funding from the following categories:

- 2020 TEP Modernize Local Roads & Improve Access to Job Centers and Housing
- Measure J Local Streets Maintenance & Improvements
- Measure J Transportation for Livable Communities (TLC)

each jurisdiction must:

1. **Adopt a Growth Management Element (GME)**
   Each jurisdiction must adopt, or maintain in place, a GME as part of its General Plan that outlines the jurisdiction's goals and policies for managing growth and requirements for achieving those goals. The GME must show how the jurisdiction will comply with sections 2–9 below. The Contra Costa Transportation Authority (Authority) will refine its model GME and administrative procedures in consultation with the Regional Transportation Planning Committees (RTPCs) to reflect the revised GMP.

   Each jurisdiction is encouraged to incorporate other standards and procedures into its GME to support the objectives and required components of this GMP.

2. **Adopt a Development Mitigation Program**
   Each jurisdiction must adopt, or maintain in place, a Development Mitigation Program to ensure that new growth is paying its share of the costs associated with that growth. This program shall consist of both a local program to mitigate impacts on local streets and other facilities, and a regional program to fund regional and subregional transportation projects, consistent with the Countywide Transportation Plan (CTP).

   The jurisdiction's local Development Mitigation Program shall ensure that revenue provided from this measure shall not be used to replace private developer funding that has or would have been committed to any project.

   The regional Development Mitigation Program shall establish fees, exactions, assessments, or other mitigation measures to fund regional or subregional transportation improvements needed to mitigate the impacts of planned or forecast development. Regional mitigation programs may adjust such fees, exactions, assessments or other mitigation measures when developments are within walking distance of frequent transit service or are part of a mixed-use development of sufficient density and with necessary facilities to support greater levels of walking and bicycling.

   Each RTPC shall develop the regional Development Mitigation Program for its region, taking account of planned and forecast growth and the Multimodal Transportation Service Objectives (MTSOs) and actions to achieve them established in the Action Plans for Routes of Regional Significance. RTPCs may use existing regional mitigation programs, if consistent with this section, to comply with the GMP.

3. **Address Housing Options**
   Each jurisdiction shall demonstrate reasonable progress in providing housing opportunities for all income levels as part of a report on the implementation of the actions outlined in its adopted Housing Element. The report will demonstrate progress by one of the following:

   a. Comparing the number of housing units approved, constructed, or occupied within the jurisdiction over the preceding five years with the average number of units needed each year to meet the housing objectives established in the jurisdiction's Housing Element

   b. Illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development

   c. Illustrating how a jurisdiction's General Plan and zoning regulations facilitate the improvement and development of sufficient housing to meet those objectives

   Jurisdictions will provide prepared reports regarding the production and preservation of affordable units as provided for in the Annual Housing Elements Progress Report and subsequent reports.

   Each jurisdiction shall demonstrate meaningful progress in preserving existing affordable units for lower-income residents by adopting and implementing locally appropriate antidisplacement and affordable housing policies, for example, preservation of affordable housing, density bonus ordinance and/or inclusionary zoning, to support community stabilization.



Jurisdictions are subject to California's Surplus Land Act, which includes the disposition of surplus land, and each jurisdiction will affirm whether it complies with the surplus Land Act and whether it maintains an inventory of all public land in its jurisdiction that adheres to applicable Surplus Land Act and Government Code 50569 requirements and makes the inventory available to the public.

Each jurisdiction will indicate whether it adheres to applicable local, state, or federal policies or laws regarding tenant protection and whether it has prepared the reports required by such polices or laws and made the reports available to the public.

In addition, each jurisdiction shall consider the impacts that its land use and development policies have on the local, regional, and countywide transportation system, including the level of transportation capacity that can reasonably be provided, and shall incorporate policies and standards into its development approval process that support transit, bicycle, and pedestrian access in new developments.

4. **Participate in an Ongoing Cooperative, Multijurisdictional Planning Process**
Each jurisdiction shall participate in an ongoing process with other jurisdictions and agencies, the RTPCs and the Authority to create a balanced, safe, and efficient transportation system and to manage the impacts of growth. Jurisdictions shall work with the RTPCs to:

   a. Identify Routes of Regional Significance and MTSOs or other tools adopted by the Authority for measuring performance and quality of service along routes of significance—collectively referred to as MTSOs—for those routes and actions for achieving those objectives

   b. Apply the Authority's travel demand model and technical procedures to the analysis of General Plan Amendments and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan objectives

   c. Create the Development Mitigation Programs outlined in section 2 above

   d. Help develop other plans, programs, and studies to address other transportation and growth management issues

In consultation with the RTPCs, each jurisdiction will use the travel demand model to evaluate changes to local General Plans and the impacts of major development projects for their effects on the local and regional transportation system and the ability to achieve the MTSOs established in the Action Plans.

Jurisdictions shall also participate in the Authority's ongoing countywide comprehensive transportation planning process. As part of this process, the Authority shall support countywide and subregional planning efforts, including the Action Plans for Routes of Regional Significance, and shall maintain a travel demand model. Jurisdictions shall help maintain the Authority's travel demand modeling system by providing information on proposed improvements to the transportation system and planned and approved development within the jurisdiction.

5. **Continuously Comply with an Urban Limit Line (ULL)**
To be found in compliance with this element of the Authority's GMP, all jurisdictions must continually comply with an applicable voter approved ULL. Said ULL may either be the Contra Costa County voter approved ULL (County ULL) or a locally initiated, voter approved ULL (LV-ULL).

   Additional information and detailed compliance requirements for the ULL are fully defined in the ULL Compliance Requirements, which are incorporated herein.

   Either of the following actions by a local jurisdiction will constitute noncompliance with the GMP:

   a. The submittal of an annexation request to the Local Agency Formation Commission (LAFCO) for lands outside of a jurisdiction's applicable ULL.

   b. Failure to conform to the Authority's ULL Compliance Requirements.

6. **Develop a Five-Year Capital Improvement Program (CIP)**
Each jurisdiction shall prepare and maintain a CIP that outlines the capital projects needed to implement the goals and policies of the jurisdiction's General Plan for at least the following five-year period. The CIP shall include approved projects and an analysis of the costs of the proposed projects as well as a financial plan for providing the improvements. The jurisdiction shall forward the transportation component of its CIP to the Authority for incorporation into the Authority's database of transportation projects.

7. **Adopt a Transportation Systems Management (TSM) Ordinance or Resolution**
   To promote carpools, vanpools, and park-and-ride lots, each jurisdiction shall adopt a local ordinance or resolution that conforms to the model TSM ordinance that the Authority has drafted and adopted. Upon approval of the Authority, cities/towns with a small employment base may adopt alternative mitigation measures in lieu of a TSM ordinance or resolution.

8. **Adopt Additional Growth Management Policies, as applicable**
   Each jurisdiction shall adopt and thereafter continuously maintain the following policies (where applicable):

   a. Hillside Development Policy
   b. Ridgeline Protection Policy
   c. Wildlife Corridor Policy
   d. Creek Development Policy

   Where a jurisdiction does not have a developable hillside, ridgeline, wildlife corridor, or creek, it need not adopt the corresponding policy. An ordinance that implements the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan Act (NCCP) shall satisfy the requirement to have an adopted Wildlife Corridor Policy and Creek Development Policy. In addition to the above, jurisdictions with Prime Farmland and Farmland of Statewide Importance (Prime/Statewide)—as defined by the California Department of Conservation and mapped by the Farmland Mapping and Monitoring Program—within their planning areas but outside of their city/town shall adopt and thereafter continuously maintain an Agricultural Protection Policy. The policy must ensure that potential impacts of converting Prime/Statewide outside the ULL to other uses are identified and disclosed when considering such a conversion. The applicable policies are required to be in place by no later than July 1, 2022.

9. **Adopt a Complete Streets Policy and Vision Zero Policy**
   Each jurisdiction shall adopt a Complete Streets Policy, consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Authority's Complete Streets Policy, which accommodates all users of travel modes in the public right-of-way. Each jurisdiction shall also adopt a Vision Zero Policy that substantially complies with the Authority's Model Vision Zero Policy and reflects best practices for street design elements and programs to mitigate human error and quantifiably improve the traffic safety of all users in the planning, design, and construction of projects funded with Measure funds. Jurisdictions shall document their level of effort to implement these policies, including during requests for funding, peer review of project design, and as part of the newly added compliance requirement in the biennial GMP Checklist.

ALLOCATION OF FUNDS

Portions of the monies received from the retail transaction and use tax will be returned to the local jurisdictions (the cities/towns and County) for use on local, subregional, and/or regional transportation improvements and maintenance projects. Receipt of all such funds requires compliance with the GMP and the allocation procedures described below. The funds are to be distributed on a formula based on population and road miles.

Each jurisdiction shall demonstrate its compliance with all of the components of the GMP in a completed compliance checklist. The jurisdiction shall submit, and the Authority shall review and make findings regarding the jurisdiction's compliance with the requirements of the GMP, consistent with the Authority's adopted policies and procedures.

If the Authority determines that the jurisdiction complies with the requirements of the GMP, it shall allocate to the jurisdiction its share of 2020 TEP funding from the Modernize Local Roads & Improve Access to Job Centers and Housing category and its share of Measure J Local Streets Maintenance & Improvements funding. Jurisdictions may use funds allocated under this provision to comply with these administrative requirements.

If the Authority determines that the jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold funds and also make a finding that the jurisdiction shall not be eligible to receive Measure J TLC funds until the Authority determines that the jurisdiction has achieved compliance. The Authority's findings of noncompliance may set deadlines and conditions for achieving compliance.

Withholding of funds, reinstatement of compliance, reallocation of funds, and treatment of unallocated funds shall be as established in adopted Authority policies and procedures.

Urban Limit Line (ULL) Compliance Requirements

Definitions—the following definitions apply to the GMP ULL requirement:

1. **Urban Limit Line (ULL):**
   A ULL, urban growth boundary, or other equivalent physical boundary judged by the Authority to clearly identify the physical limits of the local jurisdiction's future urban development.
2. **Local Jurisdictions:**
   Includes Contra Costa County, the 19 cities and towns within Contra Costa, plus any newly incorporated cities or towns established after July 1, 2020.
3. **County ULL:**
   County ULL: A ULL placed on the ballot by the Contra Costa County Board of Supervisors, approved by voters at a countywide election, and in effect through the applicable GMP compliance period. The current County ULL was established by Measure L and approved by voters in 2006.

   The following local jurisdictions have adopted the County ULL as their applicable ULL:

City of Brentwood	Town of Moraga
City of Clayton	City of Oakley
City of Concord	City of Orinda
Town of Danville	City of Pinole
City of El Cerrito	City of Pleasant Hill
City of Hercules	City of Richmond
City of Lafayette	City of San Pablo
City of Martinez	City of Walnut Creek

4. **Local Voter ULL (LV-ULL):**
   Local Voter ULL (LV-ULL): A ULL or equivalent measure placed on the local jurisdiction ballot, approved by the jurisdiction's voters, and recognized by action of the local jurisdiction's legislative body as its applicable, voter-approved ULL. The LV-ULL will be used as of its effective date to meet the Authority's GMP ULL requirement and must be in effect through the applicable GMP compliance period.

   The following local jurisdictions have adopted a LV-ULL:

   City of Antioch
   City of Pittsburg
   City of San Ramon

5. **Minor Adjustment:**
   An adjustment to the ULL of 30 acres or less is intended to address unanticipated circumstances.
6. **Other Adjustments:**
   Other adjustments that address issues of unconstitutional takings and conformance to state and federal law.

REVISIONS TO THE ULL

1. A local jurisdiction that has adopted the County ULL as its applicable ULL may revise its ULL with local voter approval at any time during the term of the Authority's GMP by adopting a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section.
2. A local jurisdiction may revise its LV-ULL with local voter approval at any time during the term of the Authority's GMP if the resultant ULL meets the requirements outlined for a LV-ULL contained in the definitions section.
3. If voters, through a countywide ballot measure, approve a revision to the County ULL, the legislative body of each local jurisdiction relying on the County ULL shall:

   a. Accept and approve its existing ULL to continue as its applicable ULL, or

   b. Accept and approve the revised County ULL as its applicable ULL, or

   c. Adopt a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section

   However, if any Countywide measure to approve a revision to the County ULL fails, then the legislative body of each local jurisdiction relying on the prior County ULL may accept and approve the existing County ULL.
4. Local jurisdictions may, without voter approval, enact Minor Adjustments to their applicable ULL subject to a vote of at least 4/5 of the jurisdiction's legislative body and meeting the following requirements:

   a. Minor adjustment shall not exceed 30 acres.

   b. Adoption of at least one of the findings listed in the County's Measure L (§82-1.018 of County Ordinances 200606 § 3, 91-1 § 2, 90-66 § 4), which include:

- A natural or man-made disaster or public emergency has occurred that warrants the provision of housing and/or other community needs within land located outside the ULL
- An objective study has determined that the ULL is preventing the jurisdiction from providing its fair share of affordable housing or regional housing, as required by state law, and the governing elected legislative body finds that a change to the ULL is necessary and is the only feasible means to enable the County jurisdiction to meet these requirements of state law
- A majority of the cities/towns that are party to a preservation agreement and the County have approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement
- A minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries
- A five-year cyclical review of the ULL has determined, based on the criteria and factors for establishing the ULL set forth in Contra Costa County Code (Section 82-1.010), that new information is available (from city/town, County growth management studies, or otherwise) or circumstances have changed, warranting a change to the ULL
- An objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation-related environmental or community impacts attributable to Buchanan Field, or (ii) further the County's aviation related needs
- A change is required to conform to applicable California or Federal law

c. Adoption of a finding that the proposed Minor Adjustment will have a public benefit. Said public benefit could include, but is not necessarily limited to, enhanced mobility of people or goods, environmental protections or enhancements, improved air quality or land use, enhanced public safety or security, housing or jobs, infrastructure preservation, or other significant positive community effects as defined by the local land use authority. If the proposed Minor Adjustment to the ULL is proposed to accommodate housing or commercial development, said proposal must include permanent environmental protections or enhancements, such as the permanent protection of agricultural lands, the dedication of open space or the establishment of permanent conservation easements.

d. The Minor Adjustment is not contiguous to one or more non-voter approved Minor Adjustments that in total exceeds 30 acres.

e. The Minor Adjustment does not create a pocket of land outside the existing ULL, specifically to avoid the possibility of a jurisdiction wanting to fill in that land subsequently through separate adjustments.

f. Any jurisdiction proposing to process a Minor Adjustment to its applicable ULL that impacts FMMP is required to have an adopted Agricultural Protection Ordinance or must demonstrate how the loss of these agricultural lands will be mitigated by permanently protecting farmland.

5. A local jurisdiction may revise its LV-ULL, and the County may revise the County ULL, to address issues of unconstitutional takings or conformance to State or Federal law.

CONDITIONS OF COMPLIANCE

1. Submittal of an annexation request by a local jurisdiction to LAFCO outside of an approved ULL will constitute non-compliance with the GMP.
2. For each jurisdiction, an applicable ULL shall be in place through each GMP compliance reporting period for the local jurisdiction to be found in compliance with the GMP requirements.
3. Submittal of an annexation request for land outside an approved ULL by a third party to LAFCO will constitute noncompliance with the GMP, if the local jurisdiction: (1) submits a "will serve" letter to LAFCO. A "will serve" letter determines the applicant's ability and willingness to serve the subject area and any further development, (2) utilizes an existing applicable tax sharing agreement, and/or (3) enters into a new tax sharing agreement for the annexation request.

Transit Policy

VISION

This Transportation Expenditure Plan (TEP) envisions a transportation system that provides reliable, safe, comfortable and convenient access for all users of the transportation system, regardless of mode choice and travel characteristics. The TEP further envisions a public transit system that provides convenient, safe, affordable, and reliable service and which offers an attractive alternative to private automobile usage. The Transit Policy Vision includes the infrastructure needed to accommodate a more robust transportation system for Contra Costa County that promotes greater use of transit and other shared mobility alternatives by prioritizing the movement of people rather than single-occupancy vehicles across the network. The TEP aims to improve transit countywide and reduce commute travel times, deliver more frequent and reliable service, expand transit service areas, and provide better connections to and from transit by various modes of mobility options. Improving the coordination among transit operators and integrating the existing transit systems with new technological tools and platforms to enhance customer access and experience should increase the share of residents and employees who choose public transit. Doing so will reduce congestion, improve air quality, and accommodate a growing population.

To achieve this vision, the TEP allocates more than one-half of the expected sales tax revenue to Transit and Alternative Modes and approximately one-quarter for local road improvements. To provide the maximum benefits to Contra Costa residents, the Contra Costa Transportation Authority (Authority) adopts the following policies and principles for use of transit funds authorized in the TEP:

POLICY

1. The Policy shall promote Transit First and guide the development of an Integrated Transit Plan (ITP). In the context of this Policy, Transit First considers the following to provide a seamless and integrated transportation system:

    a. Decisions regarding the use of limited public street and sidewalk space shall prioritize the use of public rights-of-way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.

    b. Transit-priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles and to improve safety for people who bike and walk.

    c. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.

    d. Bicycling shall be promoted by encouraging safe streets for riding, providing convenient access to transit, and increasing the availability of bicycle lanes and secure bicycle parking.

    e. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.

    f. The ability to reduce traffic congestion depends on the adequacy of regional public transportation. The cities/towns and County shall promote the use of transit and the continued development of an integrated and reliable regional public transportation system.

    g. The cities/towns and County shall encourage innovative solutions to meet public transportation needs wherever possible.

2. All transit operators that receive funding from the TEP shall participate in the development of an ITP to identify how to utilize funding to better coordinate and integrate transit services countywide. The ITP should guide how the TEP funding dedicated to Transit and Alternative Modes categories can be used to implement the Transit Policy Vision:

    a. The ITP will be developed and managed under the leadership of the Authority and the County's transit operators. The Authority and the transit operators shall coordinate with transportation service providers in Contra Costa to inform the development of the ITP. Transit operators shall consult with the Regional Transportation Planning Committees (RTPCs) in developing the ITP.

    b. The ITP will focus on delivering a streamlined and unified experience for the customer across all modes

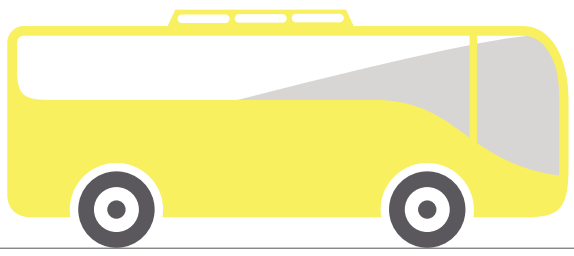
and transit operators should identify transit service investments (i.e., new routes, service hours, frequency), capital projects/assets (i.e., transit centers, bus stops, stop amenities, vehicles), and transit priority measures (i.e., transit signal priority, bus lanes, queue jumps) to be funded from the TEP.

c. The ITP shall demonstrate reduction in vehicle-miles traveled (VMT) per capita and greenhouse gas (GHG) emissions to meet the Authority's countywide goals. Transit service investments, capital projects/assets, and transit priority measures to be funded from the TEP shall reduce VMT and GHG emissions or participate in the VMT Mitigation Program.

d. Prioritization for TEP funding should consider projects that can leverage other state, federal, or local funding.

e. The ITP shall be updated at least every five years to address new technology opportunities, any changes in demand, and other conditions.

3. Transit operators in Contra Costa County shall incorporate the findings and recommendations of the ITP pertinent to each operator's service area into their respective Short-Range Transit Plans (SRTP). The SRTPs shall be reviewed for consistency with the ITP associated with this TEP.
4. Allocations pursuant to this TEP will be made in support of the recommendations in the ITP. Any recommendations in the ITP shall include performance measures to achieve continued funding.
5. The Authority expects transit operating funds from the TEP to be used to support the vision of this policy. In the event that TEP funds must be used to support other transit services as a result of reduction of operating funds from other sources or due to other financial concerns, the transit operator shall update its SRTP and submit to the Authority.
6. The Authority expects that public agencies and transit operators leverage new and emerging technologies to improve service and to address first-mile/last-mile connections between transit stops and other traveler destinations. These technologies may include, but not be limited to, ride hailing partnerships, autonomous shuttles, shared mobility (bikes, scooters, cars), and mobility-on-demand platforms that best fit within each transit operator's service area. The ITP should address how these technology services function within and among service boundaries and provide a seamless experience countywide for customers.
7. The Authority expects that recipients of TEP funding create, analyze, and seize opportunities for fare and schedule integration among transit operators and any technology services adopted. Focus should be placed on reducing inconveniences associated with transferring between services and on having a cost-effective, universally accepted digital payment method. The ITP should address how Contra Costa transit operators can maximize benefits of fare payment and schedule integration while acknowledging current efforts by various agencies to achieve the same goal.
8. The Authority will not fund construction of any transit capital improvement until the project sponsor demonstrates how the project would increase ridership and/or decrease VMT. Funding for planning and design—including demonstration pilots—is not subject to this requirement.
9. All recipients of funding through this TEP shall consider and accommodate, wherever possible, the principles of Transit First in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.
10. All transit operators that receive funding from the TEP shall report how received funding benefits Communities of Concern and low-income residents in their jurisdictions and service areas. The ITP should ensure proportionally greater benefits to Communities of Concern and low-income residents.



Complete Streets Policy

VISION

This Plan envisions a transportation system and infrastructure in which each component provides safe, comfortable, and convenient access for users of all ages and abilities. These users include pedestrians, bicyclists, transit riders, automobile drivers, taxis, Transportation Network Companies (TNCs) and their passengers, and truckers as well as people of varying abilities, including children, seniors, people with disabilities, and able-bodied adults. The goal of every transportation project is to provide safer, more accessible facilities for all users. All projects shall be planned, designed, constructed, and operated to prioritize users' life safety and accommodate the Complete Streets concept.

By making streets more efficient and safer for all users, a Complete Streets approach will expand capacity and improve mobility for all users, giving commuters convenient options for travel and minimizing the need to widen roadways.

POLICY

To achieve this vision, all recipients of funding through this Plan shall consider and accommodate, wherever possible and subject to the exceptions listed in this Policy, the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system. This determination shall be consistent with the exceptions listed below. Achieving this vision will require balancing the needs of different users and may require reallocating existing rights-of-way (ROW) for different uses.

The Authority shall revise its project development guidelines to require the consideration and accommodation of all users in the design and construction of projects funded with measure funds and shall adopt peer review and design standards to implement that approach. The guidelines will allow flexibility in responding to the context of each project and the needs of users specific to the project's context and will build on accepted best practices for complete streets and context-sensitive design.

To ensure that this policy is carried out, the Authority shall prepare a checklist that project sponsors using measure funds must submit. This checklist will document how the needs of all users were considered and how they were accommodated in the design and construction of the project. In the checklist, the sponsor will outline how they provided opportunity for public input, in a public forum, from all users early in the project development and design process. This includes regular public review of agency repaving programs. If the proposed project or program will not provide context-appropriate conditions for all users, the sponsor shall document the reasons why in the checklist, consistent with the following section on "exceptions" below. The completed checklist shall be made part of the approval of programming of funding for the project or the funding allocation resolution.

Recipients of 2020 TEP funding for the Modernize Local Roads and Improve Access to Job Centers and Housing category and Measure J TEP Funding from Local Maintenance and Improvements shall adopt procedures that ensure that all agency departments consider and accommodate the needs of all users for projects or programs affecting public ROW for which the agency is responsible. These procedures shall:

1. Be consistent with the California Complete Streets Act of 2008 (AB 1358)
2. Be consistent with and be designed to implement each agency's General Plan Policies once that plan has been updated to comply with the California Complete Streets Act of 2008 and the Authority's Complete Streets Policy
3. Involve and coordinate the work of all agency departments and staff whose projects will affect the public ROW
4. Meet or exceed the Complete Street design standards adopted by the Authority
5. Be consistent with the adopted Local Jurisdiction Complete Streets Policy and Authority's Complete Street Policy herein
6. Promote proactive data collection and traffic system monitoring using next generation technology, such as advance detection systems
7. Provide opportunity for public review by all potential users early in the project development and design phase so that options can be fully considered. This review could be done through an advisory committee such as a Bicycle and Pedestrian Advisory Committee or as part of the review of the agency's CIP

As part of their biennial GMP checklist, agencies shall list projects funded by the Measure and detail how those projects accommodated users of all modes by applying Transit, Complete Streets, and Vision Zero Policies.

As part of the multijurisdictional planning required by the GMP, agencies shall work with the Authority and the RTPCs to harmonize the planning, design, and construction of transportation facilities for all modes within their jurisdiction with the plans of adjoining and connecting jurisdictions.

EXCEPTIONS

Project sponsors may provide a lesser accommodation or forgo Complete Street accommodation components when the public works director or equivalent agency official finds that:

1. Pedestrians, bicyclists, or other users are prohibited by law from using the transportation facility
2. The cost of new accommodation would be excessively disproportionate to the need or probable use. If meeting adopted design standards is cost prohibitive, the proposed project improvements should be phased, or a more cost-effective solution should be provided
3. The sponsor demonstrates that such accommodation is not needed based on objective factors including:
    a. Current and projected user demand for all modes based on current and future land use
    b. Lack of identified conflicts, both existing and potential, between modes of travel

Project sponsors shall explicitly approve exception findings as part of the approval of any project using measure funds to improve streets classified as a major collector or above.[1] Prior to this project, sponsors must provide an opportunity for public input at an approval body (that regularly considers design issues) and/or the governing board of the project sponsor.

[1] Major Collectors and above, as defined by the California Department of Transportation (Caltrans) California Road System (CRS) map.

Advance Mitigation Program

The Authority is committed to participate in the creation and funding of an Advance Mitigation Program (AMP) as an innovative way to advance needed infrastructure projects more efficiently and provide more effective conservation of our natural resources, watersheds and wetlands, and agricultural lands. As a global biodiversity hot spot, the Bay Area and Contra Costa County host an extraordinarily rich array of valuable natural communities and ecosystems that provides habitat for rare plants and wildlife and supports residents' health and quality of life by providing clean drinking water, clean air, opportunities for outdoor recreation, adaptation to climate change, and protection from disasters like flooding and landslides.

Assembly Bill No. 2087 (AB 2087) outlines a program for informing science-based, nonbinding, and voluntary conservation actions and habitat enhancement actions that would advance the conservation of focal species, natural communities, and other conservation elements at a regional scale. The AMP used AB 2087 and subsequent guidance to integrate conservation into infrastructure agencies' plans and project development well in advance and on a regional scale to reduce potential impacts of transportation projects, as well as to drive mitigation dollars to protect regional conservation priorities and protect important ecological functions, watersheds and wetlands, and agricultural lands that are at threat of loss. The AMP will provide environmental mitigation activities specifically required under the California Environmental Quality Act of 1970 (CEQA), National Environmental Policy Act of 1969 (NEPA), Clean Water Act Section 401 and Section 404, and other applicable regulations in the implementation of the major highway, transit, and regional arterial and local streets and roads projects identified in the Plan. Senate Bill 1 (SB 1) (2017) created the AMP at Caltrans to enhance opportunities for the department to work with stakeholders to identify important project mitigation early in the project development process and improve environmental outcomes by mitigating the effects of transportation projects. The Authority's AMP compliments advance mitigation funding from SB 1.

The Authority's participation in an AMP is subject to the following conditions:

1. Development and approval of a Regional Conservation Investment Strategy (RCIS) that identifies conservation priorities and mitigation opportunities for all of Contra Costa County. The RCIS established conservation goals and includes

countywide opportunities and strategies that are, among other requirements, consistent with and that support the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan Act (NCCP). The RCIS will identify mitigation opportunities for all areas of the County to ensure that mitigation occurs in the vicinity of the project impact to the greatest extent possible. The Authority will review and approve the RCIS, in consultation with the RTPCs, prior to the allocation of funds for the AMP.

2. Development of a Project Impacts Assessment (PIA) that identifies the portfolio of projects to be included in the Advance Mitigation Program and the estimated costs for mitigation of the environmental impacts of the projects. The Authority will review and approve the PIA prior to the allocation of funds for the AMP. The PIA and estimated costs do not in any way limit the amount of mitigation that may be necessary or undertaken for the environmental impacts of the projects.
3. Development of the legislative and regulatory framework necessary to implement an AMP in Contra Costa County.
4. The identification of the Implementing Agency to administer the AMP for Contra Costa County or portions of the Bay Area, including Contra Costa County.

The Authority will determine the amount of funds to be dedicated to this program following the satisfaction of the above conditions. Funds from the Plan will be allocated consistent with the Regional Conservation Assessment/Framework to fund environmental mitigation activities required in the implementation of the major highway, transit and regional arterial and local streets and roads projects identified in the Plan. If this approach cannot be fully implemented, these funds shall be used for environmental mitigation purposes on a project-by-project basis. Mitigation required for future transportation improvements identified in the Plan are not limited by the availability of funding or mitigation credits available in the Program.

All projects funded from the TEP are eligible for inclusion in the AMP. Note that some projects are within the East Contra Costa County HCP/NCCP. The AMP provides an opportunity to meet species mitigation needs on projects that cannot be met by East Contra Costa County HCP/NCCP.

Pursuant to Senate Bill No. 743, which reformed the process for California Environmental Quality Act (CEQA) review of transportation impacts to align with greenhouse gas emissions reduction goals, the Governor's Office of Planning and Research (OPR) identified vehicle-miles traveled (VMT) as the key metric to measure transportation impacts under CEQA. As a result, projects will be expected to demonstrate a reduction in VMT to meet the Authority's goal to reduce VMT per capita and GHG emissions countywide. The Authority will begin development of an innovative countywide program to identify a broad portfolio of mitigation measures that will be funded through aggregation of funds and deployed to support top-priority VMT reducing projects and strategies throughout the County. The VMT Mitigation Program will consider the structure of the program, legal framework to comply with CEQA and Mitigation Fee Act, and program design, such as project selection and prioritization, measurement, evaluation, verification, reporting, equity, and monitoring. The amount of VMT mitigated will be for the planning horizon for each project.



Taxpayer Safeguards and Accountability Policy

GOVERNING STRUCTURE

Governing Body and Administration

The Authority is governed by a Board composed of 11 members, all elected officials, with the following representation:

- Two members from the Central County Regional Transportation Planning Commission (RTPC), also referred to as Transportation Partnership and Cooperation (TRANSPAC)
- Two members from the East County RTPC, also referred to as East County Transportation Planning Committee (TRANSPLAN)
- Two members from the Southwest County RTPC, also referred to as Southwest Area Transportation Committee (SWAT)
- Two members from the West County RTPC, also referred to as West County Contra Costa County Transportation Advisory Committee (WCCTAC)
- One member from the Conference of Mayors
- Two members from the Board of Supervisors

The Authority Board also includes three (3) ex officio, non-voting members that are appointed by the MTC, BART, and the Public Transit Operators in Contra Costa County.

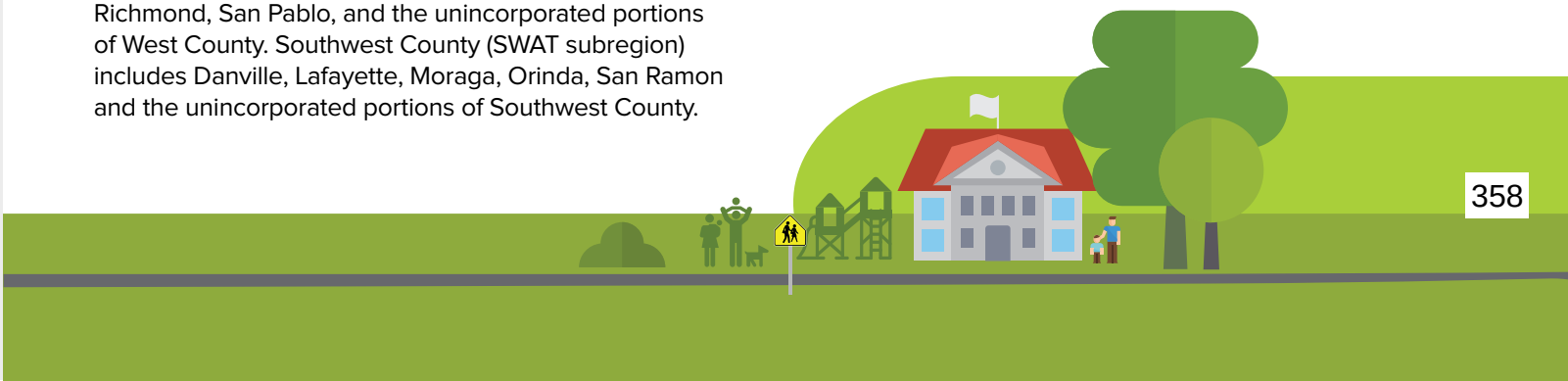
The four subregions within Contra Costa—Central, West, Southwest and East County—are each represented by a Regional Transportation Planning Commission (RTPC). Central County (TRANSPAC subregion) includes Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and the unincorporated portions of Central County. West County (WCCTAC subregion) includes El Cerrito, Hercules, Pinole, Richmond, San Pablo, and the unincorporated portions of West County. Southwest County (SWAT subregion) includes Danville, Lafayette, Moraga, Orinda, San Ramon and the unincorporated portions of Southwest County. East County (TRANSPLAN subregion) includes Antioch, Brentwood, Oakley, Pittsburg, and the unincorporated portions of East County.

Public Oversight Committee

The Public Oversight Committee (POC) shall provide diligent, independent, and public oversight of all expenditures of Measure funds by Authority or recipient agencies (County, cities/towns, transit operators, etc.). The POC will report to the public and focus its oversight on the following:

- Review of allocation and expenditure of Measure funds to ensure that all funds are used consistent with the Measure
- Review of fiscal audits of Measure expenditures
- Review of performance audits of projects and programs relative to performance criteria established by the Authority, and if performance of any project or program does not meet its established performance criteria, identify reasons why and make recommendations for corrective actions that can be taken by the Authority Board for changes to project or program guidelines
- Review of application of the performance-based review policy and provide input and recommendations for the development of associated guidelines
- Review of the maintenance of effort compliance requirements of local jurisdictions for local streets, roads, and bridges funding
- Review of each jurisdiction's GMP Checklist and compliance with the GMP Policies

The POC shall prepare an annual report that includes an account of the POC's activities during the previous year, its review and recommendations relative to fiscal or performance audits, and any recommendations made to the Authority Board for implementing the TEP. The



report will be noticed in local media outlets throughout Contra Costa County, posted to the Authority website, and made continuously available for public inspection at Authority offices. The report shall be composed of easy-to-understand language that is not produced in an overly technical format. The POC shall make an annual presentation to the Authority Board summarizing the annual report subsequent to its release.

POC members shall be selected by the Authority to reflect community, business organizations, and other interests within the County. The goal of the membership makeup of the POC is to provide a balance of viewpoints, including, but not limited to, geography, age, gender, ethnicity, and income status to represent the different perspectives of the residents of Contra Costa County. One member will be nominated by each of the four subregions by the RTPCs representing the subregion nominating the member. The Board of Supervisors will nominate one member residing in and representing the County. Twelve members will be nominated by respective organizations representative of interest groups, such as civic and governance involvement, taxpayer advocate, businesses, construction and trades labor, general labor, building and development, disabled, biking and pedestrian, transit, low income, climate change, seniors, environmental, and/or open space organizations operating in Contra Costa County (specific organizations may vary during the life of the Measure). The Authority will consult with the public and active interest groups to solicit, identify nominees, and nominate POC members that represent those areas listed above. The Authority will accept nominations from any member of the public. The Authority will create a process to review possible POC members, including interviews. An interest area will be represented by no more than one POC member. About one-half of the initial member appointments will be for two years and the remaining appointments will be for three-year terms. Thereafter, members will be appointed to two-year terms. Any individual member can serve on the POC for no more than six consecutive years.

POC members will be Contra Costa County residents who are not elected officials at any level of government, or public employees from agencies that either oversee or benefit from the proceeds of the Measure. Membership is restricted to individuals with no economic interest in any of the Authority's projects or programs. If a member's status changes so that he/she no longer meets these requirements, or if a member resigns his/her position on the POC, the Authority Board will issue a new statement of interest from the same stakeholder category to fill the vacant position.

The POC shall meet up to once per month to carry out its responsibility and shall meet at least once every three months. Meetings shall be held at the same location as the Authority Board meetings are usually held, shall be open to the public, and must be held in compliance with California's open meeting law (the Brown Act). Meetings shall be recorded and the recordings shall be posted for the public.

Members are expected to attend all meetings. If a member, without good reason acceptable to the Chair of the POC, fails to attend either (a) two or more consecutive meetings or (b) more than three meetings a year, the Authority Board will request a replacement from the interest group listed above.

The Authority commits to support the oversight process through cooperation with the POC by providing access to project and program information, audits, and other information available to the Authority, and to logistical support so that the POC may effectively perform its oversight function. The POC will have full access to the Authority's independent auditors and may request Authority staff briefings for any information that is relevant to the Measure. The Authority will provide resources for meeting design and process, facilitation, and skill and knowledge building to foster and support the POC's ability to provide meaningful input and recommendations. The POC Chair shall inform the Authority Board Chair and Executive Director of any concern regarding Authority staff's commitment or performance regarding open communication, the timely sharing of information, and teamwork.

The POC shall not have the authority to set policy or to appropriate or withhold funds, nor shall it participate in or interfere with the selection process of any consultant or contractor hired to implement the TEP.

The POC shall not receive monetary compensation except for the reimbursement of travel or other incidental expenses in a manner consistent with other Authority advisory committees. Exceptions may be made by the Authority to reasonably assist members to participate in POC meetings.

To ensure that the oversight by the POC continues to be as effective as possible, the efficacy of the POC Charter (i.e., this document) will be evaluated on a periodic basis and a formal review will be conducted by the Authority Board, Executive Director, and the POC a minimum of every five years to determine if any amendments to this Charter should be made. The formal review will

include a benchmarking of the Committee's activities and Charter with other best-in-class oversight committees. Amendments to this Charter shall be proposed by the POC and adopted or rejected by the Authority Board.

The POC replaces the Authority's existing Citizens Advisory Committee (CAC).

Advisory Committees

The Authority will continue the committees that were established as part of the Transportation Partnership Commission organization as well as other committees that have been utilized by the Authority to advise and assist in policy development and implementation. The committees include:

The RTPCs that were established to develop transportation plans on a geographic basis for subareas of the County, and

- The Technical Coordinating Committee (TCC) that will serve as the Authority's technical advisory committee
- Paratransit Coordinating Council (PCC)
- The Countywide Bicycle and Pedestrian Advisory Committee (CBPAC)
- Bus Transit Coordinating Committee (BTCC)

IMPLEMENTING GUIDELINES

This TEP is guided by principles that ensure the revenue generated by the sales tax is spent only for the purposes outlined in this TEP in the most efficient and effective manner possible, consistent with serving the transportation needs of Contra Costa County. The following Implementing Guidelines shall govern the administration of sales tax revenues by the Authority. Additional detail for certain Implementing Guidelines is found elsewhere in this TEP.

Duration of the TEP

The duration of the TEP shall be for 35 years from July 1, 2020, through June 30, 2055.

Administration of the Plan

1. **Funds Only Projects and Programs in the TEP**
   Funds collected under this Measure may only be spent for purposes identified in the TEP, as it may be amended by the Authority governing body. Identification of Projects or Programs in the Plan does not ensure their implementation. As authorized, the Authority may amend or delete Projects and Programs identified in the Plan to provide for the use of additional federal, state, and local funds, to account for unexpected revenue, to maintain consistency with the current Contra Costa Countywide Transportation Plan (CTP), to take into consideration unforeseen circumstances, and to account for impacts, alternatives, and potential mitigation determined during review under the California Environmental Quality Act (CEQA) at such time as each project and program is proposed for approval.
2. **All Decisions Made in Public Process**
   The Authority is given the fiduciary duty of administering the transportation sales tax proceeds in accordance with all applicable laws and with the TEP. Activities of the Authority will be conducted in public according to state law, through publicly noticed meetings. The annual budgets of Authority, strategic delivery plans, and annual reports will all be prepared for public review. The interest of the public will be further protected by the POC, described previously in the TEP.
3. **Salary and Administration Cost Caps**
   Revenues may be expended by the Authority for salaries, wages, benefits, overhead, and those services, including contractual services, necessary to administer the Measure. However, in no case shall the expenditures for the salaries and benefits of the staff necessary to perform administrative functions for the Authority exceed one percent (1%) of revenues from the Measure. The allocated costs of Authority staff who directly implement specific projects or programs are not included in the administrative costs.
4. **Expenditure Plan Amendments Require Majority Support**
   The Authority may review and propose amendments to the TEP and the GMP to provide for the use of additional federal, state, and local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances. Affected RTPCs and Public Oversight Committee (POC) will participate in the development of the proposed amendment(s). A supermajority (66%) vote of the Authority Board is required to approve an amendment. Any amendment to the TEP that is administrative or less than $50 million to the Expenditure Plan will require a 45-day period

to comment on the proposed amendment. Any amendments to expenditure categories that total $50 million or greater, whether submitted as one amendment or a series of related amendments, will require the following:

a. The need for such amendment shall be properly demonstrated in a regularly scheduled public meeting of the Authority Board.

b. The Authority shall make a presentation at the earliest possible POC and RTPC meetings outlining the details of the proposed amendment and allow for POC and RTPC input.

c. No fewer than two special public information and comment sessions shall be held and publicized by the Authority within 90 days following the initial Authority Board meeting.

d. The proposed amendment will be given a 90-day public comment period.

e. The proposed amendment shall be voted on during a regularly scheduled Authority Board meeting.

5. **Augment Transportation Funds**
Funds generated pursuant to the Measure are to be used to supplement and not replace existing local revenues used for transportation purposes. Any funds already allocated, committed, or otherwise included in the financial plan for any project in the TEP shall be made available for project development and implementation as required in the project's financial and implementation program.

6. **Jurisdiction**
The Authority retains sole discretion regarding interpretation, construction, and meaning of words and phrases in the TEP.

Taxpayer Safeguards, Audits and Accountability

7. **Public Oversight Committee (POC)**
The POC will provide diligent, independent, and public oversight of all expenditures of Measure funds by Authority or recipient agencies (County, cities/towns, transit operators, etc.). The POC will report to the public and focus its oversight on annual audits, the review and allocation of Measure funds, the performance of projects and programs in the TEP, and compliance by local jurisdictions with the maintenance of effort and GMP described previously in the TEP.

8. **Fiscal Audits**
All funds expended by the Authority directly and all funds allocated by formula or discretionary grants to other entities are subject to fiscal audit. Recipients of Measure funds (including but not limited to County, cities/towns, and transit operators) will be audited at least once every five years, conducted by an independent CPA. Any agency found to be in noncompliance shall have its formula sales tax funds withheld until such time as the agency is found to be in compliance.

9. **Performance Audits**
All funding categories shall be subject to performance audits by the Authority. Each year, the Authority shall select and perform a focused performance audit on two or three of the funding categories so that at the end of the fourth year, all funding categories are audited. This process shall commence two years after passage of the new sales tax measure. Additional Performance Audits shall continue on a similar cycle for the duration of the TEP. The performance audits shall provide an accurate quantitative and qualitative evaluation of the funding categories to determine the effectiveness in meeting the performance criteria established by the Authority. In the event that any performance audit determines that a funding category is not meeting the performance requirements established by the Authority, the audit shall include recommendations for corrective action including but not limited to revisions to Authority policies or program guidelines that govern the expenditure of funds.

10. **Maintenance of Effort (MOE)**
Funds generated by the new sales tax Measure are to be used to supplement and not replace existing local revenues used for streets and highways purposes. The basis of the MOE requirement will be the average of expenditures of annual discretionary funds on streets and highways, as reported to the Controller pursuant to Streets and Highways Code Section 2151 for the three most recent fiscal years before the passage of the Measure, where data is available. The average dollar amount will then be increased once every three years by the construction cost index of that third year. Penalty for noncompliance of meeting the minimum MOE is immediate loss of proportional amount of 2020 TEP funding from Modernize Local Roads and Improve Access to Job Centers and Housing and Measure J TEP funding from Local Streets Maintenance and Improvements funds until MOE compliance is achieved. The audit of the MOE contribution shall be at

least once every five years. Any agency found to be in noncompliance shall be subject to an annual audit for three years after they come back into compliance.

Any local jurisdiction wishing to adjust its MOE requirement shall submit a request for adjustment to the Authority and the necessary documentation to justify the adjustment. The Authority staff shall review the request and shall make a recommendation to the Authority Board. Taking into consideration the recommendation, the Authority Board may adjust the annual average of expenditures reported pursuant to Streets and Highways Code Section 2151. The Authority shall make an adjustment if one or more of the following conditions exists:

a. The local jurisdiction has undertaken one or more major capital projects during those fiscal years that required accumulating unrestricted revenues (i.e., revenues that are not restricted for use on streets and highways, such as general funds) to support the project during one or more fiscal years.

b. A source of unrestricted revenue used to support the major capital project or projects is no longer available to the local jurisdiction and the local jurisdiction lacks authority to continue the unrestricted funding source.

c. One or more sources of unrestricted revenues that were available to the local jurisdiction is producing less than 95 percent of the amount produced in those fiscal years and the reduction is not caused by any discretionary action of the local jurisdiction.

d. The local jurisdiction Pavement Condition Index (PCI) is 70 or greater, as calculated by the jurisdiction Pavement Management System and reported to the MTC, and the jurisdiction has implemented its synchronized signals plan, and its Complete Streets, Vision Zero, and Transit First policies.

11. **Annual Budget and Strategic Delivery Plan**
Each year, the Authority will adopt an annual budget that estimates expected sales tax receipts, other anticipated revenue, and planned expenditures for the year. On a periodic basis, the Authority will also prepare a Strategic Delivery Plan that will identify the priority for projects; the date for project implementation based on project readiness and availability of project funding; the state, federal, and other local funding committed for project implementation; and other relevant criteria. The annual budget and Strategic Delivery Plan will be adopted by the Authority Board at a public meeting.

12. **Requirements for Fund Recipients**
All recipients of funds allocated in this TEP will be required to sign a Master Cooperative Agreement that defines reporting and accountability elements as well as other applicable policy requirements. All funds will be appropriated through an open and transparent public process.

13. **Geographic and Social Equity**
The proposed projects and programs to be funded through the TEP constitute a proportional distribution of funding allocations to each subregion in Contra Costa County. The subregional share of projected revenue is based on each subregion's share of the projected overall population in Contra Costa County at the midpoint of the measure. RTPCs must approve any revisions to the proportional distribution of funding allocations in the TEP and Strategic Delivery Plan.

The Authority commits that the TEP will deliver proportionally greater benefits to Communities of Concern (as defined by the Metropolitan Transportation Commission) and low-income residents.

Restrictions on Funds

14. **Expenditure Shall Benefit Contra Costa County**
Under no circumstance may the proceeds of this transportation sales tax be applied for any purpose other than for transportation improvements benefiting residents of Contra Costa County. Under no circumstance may these funds be appropriated by the State of California or any other local government agency as defined in the implementing guidelines.

15. **Environmental Review**
All projects funded by sales tax proceeds are subject to laws and regulations of federal, state, and local government, including the requirements of the California Environmental Quality Act (CEQA). Prior to approval or commencement of any project or program included in the TEP, all necessary environmental review required by CEQA shall be completed.

16. **Performance-based Project Review**
Before the allocation of any Measure funds for the construction of a project with an estimated cost in excess of $10 million (or elements of a corridor project with an overall estimated cost in excess of $10 million), the Authority will 1) verify that the project is consistent with the approved CTP, as it may be

amended, 2) verify that the project is included in the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and 3) require the project sponsor to complete a performance-based review of project alternatives prior to the selection of a preferred alternative. Said performance-based review will include, but not necessarily be limited to, an analysis of the project impacts on greenhouse gas (GHG) emissions, vehicle-miles traveled (VMT), goods movement effectiveness, travel mode share, delay (by mode), safety, maintenance of the transportation system, impact on displacement, affordable housing, social equity, any other environmental effects, and consistency with adopted Authority plans. The Authority may require the evaluation of other performance criteria depending on the specific need and purpose of the project. The Authority will perform review and independent verification of performance-based review submitted by project sponsors.

The Authority is committed to meet the Governor's Executive Order B-16-2012 to reduce transportation-related GHG emissions to 80% below 1990 levels by 2050 and will establish overall VMT per capita and GHG goals countywide. The Authority will expect project sponsors to identify and select a project alternative that reduces GHG emissions as well as VMT per capita to meet the Authority's adopted countywide VMT and GHG goals. Limited exceptions will be identified and a process created to select a project alternative that does not decrease VMT and GHG sufficiently but has other substantial benefits. The Authority will require the project sponsors that select a project alternative that does not decrease VMT and GHG sufficiently to make findings for an exception and require participation in a VMT mitigation program to be developed by the Authority.

Funding for projects that do not decrease VMT and GHG sufficiently will not be allocated until the Authority develops a VMT mitigation program. The VMT mitigation program will define the limited exceptions, substantial benefits, and process to determine adequate findings for those exceptions. The purpose of the VMT Mitigation Program will be to fund projects and programs that reduce VMT, GHG emissions, and traffic congestion in Contra Costa County. The Authority will also prioritize and reward high performing projects by leveraging additional regional and other funding sources. The Authority shall employ a public process to develop and adopt detailed guidelines for evaluating project performance and applying performance criteria in the review and selection of a preferred project alternative no later than October 1, 2022. The performance criteria will include measurable performance targets and be developed per Section 43.

There will be additional performance-based reviews for actions in five categories of expenditure: Improve Walking and Biking on Streets and Trails, Countywide Major Road Improvement Program, Reduce Emissions and Improve Air Quality, Seamless Connected Transportation Options, and Reduce and Reverse Commutes. The additional review guidelines are outlined in Sections 31-35 of these Implementing Guidelines.

17. **Countywide Transportation Plan**
State law allows each county in the San Francisco Bay Area that is subject to the jurisdiction of the regional transportation planning agency to prepare a CTP for the county and cities/towns within the county. Both Measure C and Measure J also require the Authority to prepare and periodically update a CTP for Contra Costa County. State law also created an interdependent relationship between the CTP and regional planning agency. Each CTP must consider the region's most recently adopted Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) while the adopted CTPs must form the "primary basis" for the next RTP and SCS. The Authority shall follow applicable statutes and the most current guidelines for preparing the CTP, as established and periodically updated by the regional transportation planning agency. The Authority shall also use the CTP to convey the Authority's investment priorities, consistent with the long-range vision of the RTP and SCS.

18. **Complete Streets**
The Authority has adopted a policy requiring all recipients of funding through this TEP to consider and accommodate, wherever possible, the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.

19. **Road Traffic Safety**
The Authority has adopted a policy requiring all recipients of funding through this TEP shall, wherever possible, systemically incorporate street design elements that quantifiably reduce the risk of traffic-related deaths and severe injuries in the public right-of-way and accommodate the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.

20. Compliance with the GMP

If the Authority determines that a jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold funds and also make a finding that the jurisdiction shall not be eligible to receive 2020 TEP funding from Modernize Local Roads and Improve Access to Job Centers and Housing, Measure J TEP funding from Local Streets Maintenance & Improvements, and Measure J TLC funding until the Authority determines the jurisdiction has achieved compliance, as detailed in the GMP section of the TEP.

21. Local Contracting and Good Jobs

The purpose of the current section of the "Implementing Guidelines" portion of the Authority's Transportation Expenditure Plan (TEP) is to promote efficient and quality construction operations on the included projects, ensure an adequate supply of skilled craftspeople, provide a safe work place, ensure high quality construction, ensure uninterrupted construction projects, secure optimum productivity on schedule performance and Authority and citizen satisfaction, and increase access to quality jobs for Contra Costa residents.

The provisions and requirements found herein shall apply to each contractor and any subcontractors on projects approved by the TEP and administered by Authority.

Authority supports training and apprenticeship opportunities in the construction industry. As such, Authority requires apprentice labor enrolled in or graduated from joint labor-management apprenticeship programs on construction projects estimated to cost $1 million or greater. Authority will develop guidelines modeled after the California Department of Transportation's (Caltrans') Standard Specifications applicable to training an apprentice for the benefit of residents of Contra Costa County. Contractors will be required to comply with the guidelines on construction projects estimated to cost $1 million or greater.

All those employed on projects approved by the TEP and administered by Authority shall be classified and paid in accordance with the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions.

It is also the intent of Authority to create a policy that encourages contractors to hire residents of Contra Costa County and the other eight Bay Area counties.[2] Therefore, all Authority contracts in excess of $1 million shall be subject to provisions pursuant to which the contractor is required to make a good faith effort to hire qualified individuals who are residents of Contra Costa County or any of the other eight Bay Area counties in sufficient numbers so that no less than 40% of the contractor's total construction workforce, measured in labor work hours, is composed of residents of Contra Costa County or any of the other eight Bay Area counties. The contractor shall require all subcontractors to also make a good faith effort to hire qualified individuals who are residents of Contra Costa County and the other eight Bay Area counties.

The above provision will be implemented to the extent allowed by law and in compliance with funding agreements so as to not jeopardize any funding for the completion of the project.

[2]San Mateo, San Francisco, Alameda, Solano, Napa, Sonoma, Santa Clara, and Marin

22. New Agencies

New cities/towns or new entities (such as new transit agencies) that come into existence in Contra Costa County during the life of the TEP may be considered as eligible recipients of funds through a TEP amendment.

23. Integrated Transit Plan (ITP)

The Authority has adopted a Transit Policy that envisions a public transit system that provides convenient, safe, affordable, and reliable service that offers an attractive alternative to private automobile usage. All recipients of funding through this TEP shall consider and accommodate, wherever possible, the principles of Transit First in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system. To achieve this vision, the Authority and transit operators will develop an ITP to identify how Contra Costa County transit operators can utilize TEP funding to better coordinate and integrate their services. This ITP will focus on delivering a streamlined and unified experience for the customer across all modes and transit operators. Allocations pursuant to this TEP will be made in support of the findings and recommendations included in the ITP.

All transit operators who receive funding from the TEP shall participate in the development of an ITP. Transit operators shall consult with the RTPCs in developing the ITP in cities, towns, and the County, as applicable, regarding TEP funding for signal synchronization, complete streets, and other investments that could benefit transit. Transit operators shall incorporate the findings and recommendations of the ITP into their respective Short-Range Transit Plans.

The Authority expects that transit operating funds from the Transportation Expenditure Plan be used to support transit service and the ITP. In the event that TEP funds must be used to subsidize existing services as a result of reduction of operating funds from other sources, or due

to other financial concerns, the transit operator shall update its Short-Range Transit Plan and submit it to the Authority.

24. Accessible Transportation for Seniors, Veterans, and People with Disabilities

An Accessible Transportation Strategic (ATS) Plan will be developed and periodically updated during the term of the Measure. No funding under the Accessible Transportation for Seniors, Veterans, and People with Disabilities category will be allocated until the ATS Plan has been developed and adopted. No funds may be distributed to a service provider until it adopts the plan, except as noted below. The development and delivery of the ATS Plan will establish a user-focused system with a seamless coordinated system using mobility management to ensure coordination and efficiencies in accessible service delivery. The ATS Plan will address and direct funding to both traditional and beyond traditional paratransit services. The ATS Plan will deliver a streamlined, affordable, and unified experience for the customer and address how accessible services are delivered by all service providers where appropriate coordination can improve transportation services, eliminate gaps in service, and find efficiencies in the service delivered. The ATS Plan will identify where coordination can improve transportation services, eliminate gaps in service, and find efficiencies in the service delivered. The ATS Plan will also determine the investments and oversight of the program funding and identify timing, projects, service delivery options, administrative structure, and fund leverage opportunities.

The ATS Plan will be developed by the Authority in consultation with direct users of service; stakeholders representing seniors and people with disabilities who face mobility barriers and nonprofit and publicly operated paratransit service providers. Public transit operators in Contra Costa must participate in the ATS planning process to be eligible to receive funding in this category. The ATS Plan must be adopted no later than December 31, 2020. The development of the ATS Plan will not affect the allocation of funds to current operators as prescribed in the existing Measure J Expenditure Plan.

25. Safe Transportation for Youth and Children

Prior to an allocation of funds from the Safe Transportation for Youth and Children category, the Authority will employ a public process to develop and adopt program guidelines and performance assessment procedures to maximize effectiveness. The guidelines and performance assessment may require provisions such as operational efficiencies, performance criteria, parent contributions, and reporting requirements. The guidelines will be developed in coordination with the RTPCs to develop a program that meets the needs within each subregion. Funding will be allocated to subregions and program funding will be subject to the publicized performance assessment conducted by the Authority (see item 16 in this policy section). The development of the program guidelines and performance assessment procedures will not affect the allocation of funds to current programs as described in the existing Measure J expenditure plan.

26. Enhance Ferry Service and Rail Connectivity in Contra Costa County

All projects funded in the Enhance Ferry Service and Commuter Rail in Contra Costa category will be evaluated by the Authority and demonstrate progress toward the Authority's goals of reducing VMT and GHG emissions. Selection of final projects to be based on a performance analysis of project alternatives consistent with Authority requirements. Proposed projects must be included in and conform with the ITP. Project sponsors requesting funding from this category will be required to prepare a feasibility and operations plan and submit it to the Authority to demonstrate that there is sufficient funding available to operate the proposed project and/or service.

27. BART Maintenance of Effort (MOE)

Prior to any appropriation, allocation, or reimbursement of funds to BART, the Authority Board shall make a finding that BART has continued to use a proportional share of its operating allocations for capital projects. BART's preliminary FY 2019 Budget forecasts approximately $150 million of its operating allocations to capital projects. BART shall demonstrate that it continues to use an equivalent proportional share of it operating revenues for capital projects allowing for normal annual fluctuations in capital projects or maintenance expenditures. In years where BART fare revenues or other general fund revenues are reduced by a decrease in ridership or unforeseen economic circumstances, loss of regional, state, or federal funding, or where one-time costs are increased by a natural disaster, then the Authority may release funds only if the Authority Board makes findings that 1) BART has not reduced its capital project funding disproportionately to the total operating revenue and 2) BART made best efforts to fund capital projects that benefit Contra Costa County.

28. Cleaner, Safer BART

Prior to making an allocation of funds to BART for the Cleaner, Safer BART category, BART shall develop and submit a countywide plan to the Authority that proposes how these funds and other funds available to BART (including Measure RR, Regional Measure 3, and other funds) will be used as part of a systemwide effort to improve its stations to meet the goals described in the TEP. The funding from the Cleaner, Safer BART category will be used for improvements to stations in Contra Costa County and requires a minimum dollar-for-dollar match from other BART funds. The Planshould document how a systemwide program to improve BART stations benefits Contra Costa residents who travel outside the county. BART should consult with the Authority (in consultation with RTPCs) in the development of the countywide plan.

In the event BART completes the train control system and if BART has maintained the commitment to provide a minimum dollar-for-dollar match from other BART funds as describe above, the Authority (in consultation with RTPCs) and BART will jointly identify, and the Authority may allocate funds for the acquisition of additional new BART cars to increase frequency during periods of high demand. The allocation will be considered in conjunction with a periodic review of the TEP (see item 39 in this policy section) and available funding capacity in the TEP.

29. Improve Local Access to Highway 4 and Byron Airport

Prior to each allocation of funds from the Improve Local Access to Highway 4 and Byron Airport category, the Authority Board must make a finding that the project includes measures to prevent growth outside of the Urban Limit Lines (ULL). Such measures might include, but are not necessarily limited to, limits on roadway access in areas outside the ULL, purchase of abutters' rights of access, preservation of critical habitat and/or the permanent protection/acquisition of agricultural and open space, or performing conservation measures required to cover this project under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). With the exception of the proposed new connection between Vasco Road and the Byron Highway, funding from this category shall not be used to construct new roadways on new alignments. The Authority will coordinate with Alameda and/or San Joaquin Counties relative to project improvements in those jurisdictions.

30. Modernize Local Roads and Improve Access to Jobs Centers and Housing

Each jurisdiction in Contra Costa County will receive their share of 15.2% of annual sales tax revenues, calculated using a base allocation of $100,000 per year plus additional funds distributed based half on relative population and half on road miles within each jurisdiction. In addition, jurisdictions in Central, East, and Southwest Contra Costa will receive their share of an additional allocation of 2.2% of annual sales tax revenue calculated using the same formula. This is equivalent to 18% of the sales tax revenues for the Central, East, and Southwest parts of the county for improvements under this category. Population figures used shall be the most current available from the State Department of Finance. Road mileage shall be from the most current information included in the Highway Performance Monitoring System (HPMS). Jurisdictions shall comply with the Authority's Maintenance of Effort (MOE) policy as well as Implementation Guidelines of this TEP. In addition to the requirements set forth in the Growth Management Program Urban Limit Line Compliance policies and other applicable policies, local jurisdictions will report on the use of these funds, such as the amount spent on roadway maintenance, bicycle and pedestrian facilities, transit facilities, and other roadway improvements, and benefits to social equity and Communities of Concern (as defined by the Metropolitan Transportation Commission) in their jurisdictions. A minimum of 15% of all local street funding be spent on project elements directly benefiting bicyclists and pedestrians.

31. Countywide Major Roads Improvement Program

Prior to an allocation of funds from the Improve Traffic Flow on Major Roads category, the Authority will develop a new countywide Major Roads Improvement Program to address congestion relief on major roads within each subregion. The program guidelines will include information regarding how to evaluate the range of possible components. Implementation guidelines and standards will be developed in coordination with the RTPCs and will be approved by the Authority Board. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Funding will be allocated to subregions. If projects proposed by an RTPC do not meet performance standards, the project will either be modified or withdrawn in favor of another project from the same region. Funds in this category may be used for arterial refurbishment/redesign for Transit First and Complete Streets. Projects funded from the Improve

Traffic Flow on Major Roads category must conform to the Transit, Complete Streets, Road Traffic Safety, and other related policies.

32. **Improve Walking and Biking on Streets and Trails**
Prior to an allocation of funds from the Improve Walking and Biking on Streets and Trails category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Road Traffic Safety, and Complete Streets Policies and include complete street elements whenever possible.

    Up to $15 million within each subregion for a total of $60 million will be allocated to Complete Street demonstration projects. Each demonstration project will be recommended by the relevant Regional Transportation Planning Committees and approved by the Authority prior to allocation of funds to demonstrate the successful implementation of Complete Streets projects no later than July 1, 2024. Each demonstration project will be required to strongly pursue the use of separated bike lane facilities to be considered for funding. The purpose of these demonstration projects is to create examples of successful complete street projects in multiple situations throughout the County.

    Approximately one fifth of the funding is to be allocated to the East Bay Regional Park District (EBRPD) for the development, rehabilitation, and maintenance of paved regional trails. EBRPD is to spend its allocation proportionally in each subregion, subject to the review and approval of the conceptual planning/design phase by the applicable subregional committee, prior to funding allocation by the Authority. The Authority, in conjunction with EBRPD, will develop a maintenance-of-effort requirement for funds under this component of the funding category.

33. **Reduce Emissions and Improve Air Quality**
Prior to an allocation of funds from the Reduce Emissions and Improve Air Quality category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety, and other related policies.

34. **Seamless Connected Transportation Options**
Prior to an allocation of funds from the Seamless Connected Transportation Options category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process, with the Authority approving the final program of projects, and allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety and other related policies.

35. **Reduce and Reverse Commutes**
Prior to an allocation of funds from the Reduce and Reverse Commutes category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety, and other related policies.

Project Financing Guidelines and Managing Revenue

36. Fiduciary Duty
Funds may be accumulated for larger or longer-term projects. Interest income generated will be used for the purposes outlined in the TEP and will be subject to audits.

37. Project and Program Financing
The Authority has the jurisdiction to bond for the purposes of expediting the delivery of transportation projects and programs. The Authority will develop a policy to identify financing procedures for the entire plan of projects and programs.

38. Strategic Delivery Plan
On a periodic basis, the Authority will develop a Strategic Delivery Plan to distribute revenue from the Measure to TEP projects and programs. The Strategic Delivery Plan will allocate Measure funds as a firm commitment and will consider the amount of Measure funds and additional leveraged funds available to the project or program, expected cost and cash-flow needs, and project or program delivery schedule in allocating Measure funds. Recipients of Measure funds may seek an allocation for projects and programs included in the Strategic Delivery Plan.

39. Periodic Review of the 2020 Transportation Expenditure Plan (TEP)
The Authority may review the TEP to consider updating the financial forecast due to changing economic conditions and adjust funding, if necessary, due to revenue shortfalls. The project and program categories may need to be adjusted based on progress made in meeting the commitments and goals of the TEP. The review may determine that increased revenues be invested in projects and programs deemed by the Authority to address transportation needs that will best serve the residents of Contra Costa County. The review will provide the opportunity to adjust the TEP to adapt to the current state of transportation, leverage new funding opportunities, reflect changed conditions, adhere to state and federal requirements, track performance towards commitments and goals of the TEP, and to capture new opportunities that are becoming better defined. The Authority will review the TEP at a minimum of every ten years.

The Authority may review the performance of the TEP and progress towards meeting state transportation mandates for reduction in vehicle-miles traveled (VMT) per capita and greenhouse gas (GHG) emissions. Depending on progress, the Authority may adjust and approve new goals in the TEP with explicit findings, justification, and approach to meeting goals for State transportation mandates to reduce VMT per capita and GHG emissions.

Any amendments to the TEP must comply with the policy for Expenditure Plan Amendments Require Majority Support and the following related policies.

40. Programming of Excess Funds
Actual revenues may, at times be higher or lower than expected in this TEP due to changes in receipts. Additional funds may become available due to the increased opportunities for leveraging or project costs being less than expected. Revenue may be higher or lower than expected as the economy fluctuates. Determination of when the additional funds become excess will be established by a policy defined by the Authority. Funds considered excess will be prioritized first to the TEP projects and programs that are not fully funded and second to other projects deemed by the Authority to best serve the residents of Contra Costa County. Any new project or program will be required to be amended into the TEP pursuant to the Expenditure Plan Amendments Require Majority Support section above.

41. Reprogramming Funds
Through the course of the Measure, if any TEP project becomes undeliverable, infeasible, or unfundable due to circumstances unforeseen at the time the TEP was created, funding for that project will be reallocated to another project or program. The subregion where the project or program was located may request that the Authority reassign funds to another project category in the same subregion. In the allocation of the released funds, the Authority, in consultation with the subregion's RTPC, will consider:

a. A project or program of the same travel mode (i.e., transit, bicycle/pedestrian, or road) in the same subregion

b. A project or program for other modes of travel in the same subregion

c. Other TEP projects or programs

d. Other projects deemed by the Authority to best serve the residents of Contra Costa County

The new project, program, or funding level may require amending the TEP pursuant to the Expenditure Plan Amendments section above.

Funds may require reallocation to meet state transportation policy for vehicle-miles traveled per capita and greenhouse gas emissions.

42. Leveraging Funds

Project proponents, including the Authority, are expected to apply for all available funds from other sources to maximize the leveraging of TEP funds. To the extent matching funds from the TEP are needed to complete a project or a phase of project, the Authority will approve funding from the applicable funding category in the TEP where the project is eligible for funding. If the project is determined not to be eligible for funding under any of the categories in the TEP, the Authority, in consultation with the respective RTPC, may approve matching funds from the Reduce and Reverse Commutes category. The Authority may utilize funding from the Transportation Planning, Facilities, and Services category, as needed, to attract other fund sources.

43. Development of Guidelines for Performance-Based Projects Review and Programs

The TEP requires development of procedures and guidelines to ensure the goals of the TEP are attained. To ensure high quality of the resulting guidelines and substantial public participation, the following procedures shall be used unless specifically replaced by the Authority.

a. **Scope**. The Authority will adopt the following implementation guidelines and procedures described in the TEP, herein referenced as Guidelines.

1. Performance-Based Project Review
2. Countywide Major Road Improvement Program
3. Safe Transportation for Youth and Children
4. Improve Walking and Biking on Streets and Trails
5. Reduce Emissions and Improve Air Quality
6. Seamless Connected Transportation Options
7. Reduce and Reverse Commutes
8. Integrated Transit Plan
9. Vehicle-Miles Traveled Mitigation Program

The Guidelines shall adhere to the following parameters:

1. Implement the overall guiding principles, goals, and policies of the TEP and the applicable funding category efficiently and effectively
2. Utilize other regulations and reporting requirements for funding recipients as possible to avoid additional work
3. Increase public confidence regarding the Authority and its actions
4. Shall be written concisely in plain language

b. **Schedule**. Before December 31, 2020, the Authority shall publish a public outreach and engagement process and a schedule for developing the Guidelines. Individuals and organizations shall be able to register their interest in development of the Guidelines and shall subsequently receive advance notification from the Authority of the steps described below and encouragement to participate.

c. **Public Review**. Using a structured public-engagement process, the Authority will publish the draft Guidelines for public comment and questions from residents, agencies, and interested parties. Cities/towns and Regional Transportation Planning Committees (RTPCs) may provide input and feedback on draft Guidelines. The public comment period will be at least 45 days. Public Meetings will be held to receive any input and requested modifications from the public.

d. **Public Oversight Committee (POC)**. The POC shall be convened and tasked with reviewing comments received during the public review period. The POC will provide input and recommendations regarding the Guidelines for consideration by the Authority.

e. **Approval**. The Authority shall discuss POC recommendations, public comments, requested modifications, or additional criteria at a public meeting. The Guidelines shall be approved by a supermajority (66%) vote of the Authority Board and published on the Authority's website. The Authority will send notices to all interested parties. The Guidelines shall be reviewed and approved by the Authority every five years if needed to achieve the goals of the Plan, with input and recommendations from the POC and other interested parties.

Road Traffic Safety Policy

VISION

In this Plan, the **Road Traffic Safety policy is intended to eliminate traffic-related deaths and severe injuries** within Contra Costa County by prioritizing a systemwide safety approach to transportation planning and design. Principally, the Road Traffic Safety policy treats personal mobility and accessibility as a fundamental activity of the general public to attend school, conduct business, and visit friends and family, free from the risk of physical harm due to traffic. This policy applies to all transportation system users, including pedestrians, bicyclists, transit riders, micromobility users, automobile drivers, taxis, ride-hailing services and their passengers, truckers, and people of varying abilities, including children, seniors, and people with disabilities. Implementation of the Road Traffic Safety policy is intended to reduce societal costs due to loss of life and injury, lessen congestion stemming from nonrecurring traffic collisions and incidents, and generally enhance the quality of life in Contra Costa.

POLICY

Achieving this vision will require shifting the paradigm of traditional transportation planning and engineering by following the principle of "Vision Zero," which is an internationally recognized approach to proactively preserving life safety in transportation planning and engineering decision making. All recipients of funding through this Plan shall systemically incorporate street design elements that quantifiably reduce the risk of traffic-related deaths and severe injuries in the public right-of-way and accommodate the needs of all users in the planning, design, construction, reconstruction, rehabilitation, operations, and maintenance of the transportation system.

In consultation with local jurisdictions, the RTPCs, and the public, the Authority shall develop and adopt a Model Vision Zero Policy that reflects best practices for street design elements and programs to mitigate human error and quantifiably improve the traffic safety of all users in the planning, design, and construction of projects funded with Measure funds. Key design elements of the Model Vision Zero Policy shall be incorporated into the Authority's project development guidelines as appropriate. To be eligible to receive Measure funds, local jurisdictions must adopt a Vision Zero Policy that substantially complies with the Authority's Model Vision Zero Policy. Jurisdictions that adopt a Vision Zero Policy prior to the Authority's adoption of the model Vision Zero Policy may be considered compliant with the Growth Management Program compliance requirements if the adopted policy substantially complies with the Authority's Model policy.

To ensure consistency with the Road Traffic Safety Policy vision, the Authority shall coordinate periodic traffic system and project monitoring with local jurisdictions and the RTPCs and utilize data collected over time to evaluate the effects of Vision Zero implementation on public health and safety. Emphasis shall be placed on proactive deployment of next-generation technology, such as advanced detection systems at major intersections and corridors identified in regional and local plans as having high collision density. Funding for this level of effort shall be made available to local jurisdictions and RTPCs through the Countywide Major Road Improvement Program and funding from the Improve Traffic Flow on Major Roads.

Developed by the Contra Costa Transportation Authority Board
in partnership with the communities it serves.

Janet Abelson
Council Member, City of El Cerrito

Debora Allen (Ex Officio)
Director, BART Board of Directors

Newell Arnerich
Council Member, Town of Danville

Tom Butt
Mayor, City of Richmond

Teresa Gerringer
Council Member, City of Lafayette

Federal Glover
Board of Supervisors, Contra Costa County D5

Loella Haskew
Mayor Pro Tem, City of Walnut Creek

Dave Hudson
Council Member, City of San Ramon

Karen Mitchoff
Board of Supervisors, Contra Costa County D4

Julie Pierce (Vice Chair)
Vice Mayor, City of Clayton

Kevin Romick
Council Member, City of Oakley

Robert Taylor (Chair)
Mayor, City of Brentwood

Monica Wilson (Ex Officio)
Council Member, City of Antioch

Amy Worth (Ex Officio)
Council Member, City of Orinda



CONTRA COSTA
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RESOLUTION NO. _____

RESOLUTION OF SUPPORT FOR THE COUNTYWIDE IMPOSITION OF ONE-HALF OF ONE PERCENT SALES TAX TO FUND TRANSPORTATION IMPROVEMENTS IN CONTRA COSTA COUNTY AND ADOPTING THE PROPOSED TRANSPORTATION EXPENDITURE PLAN (TEP) CONDITIONALLY AMENDING THE GROWTH MANAGEMENT PROGRAM (GMP), WHICH INCLUDES ATTACHMENT A: PRINCIPLES OF AGREEMENT FOR ESTABLISHING THE URBAN LIMIT LINE (ULL) IN THE MEASURE J TEP TO MATCH THAT FOUND IN THE 2020 TEP.

WHEREAS, the Contra Costa Transportation Authority (hereinafter "Authority") proposes the countywide imposition of a one-half of one percent sales tax for transportation purposes for a period of 35 years effective July 1, 2020 through June 30, 2055; and

WHEREAS, the Authority has administered a one-half of one percent sales tax for transportation purposes since its inception on April 1, 1989; and

WHEREAS, the Authority conducted extensive consultations with local governments and conducted outreach to a wide variety of interest groups and the public in order to develop a TEP proposing a potential mix of projects and programs to be funded by the proposed sales tax; and

WHEREAS, on August 28, 2019, the Authority authorized the release of a proposed TEP reflecting the results of that consultation and outreach, and seeking concurrence on the proposed TEP from Contra Costa County and the cities/towns within Contra Costa County; and

WHEREAS, on August 28, 2019, the Authority adopted Ordinance 19-01 to conditionally amend the GMP, which includes Attachment A: Principles of Agreement for Establishing the ULL in the Measure J Transportation Expenditure Plan ("Measure J TEP") to match that found in the 2020 TEP. This amendment would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 2020 ballot; and

WHEREAS, the proposed TEP includes measures that help reduce future congestion, manage the impacts of growth, and expand alternatives to the single-occupant vehicle; and

WHEREAS, if the proposed TEP is ultimately adopted by the Authority and approved by the voters, the TEP would guide the use of the proposed sales tax revenues; and

WHEREAS, pursuant to Public Utilities Code § 180206(b), a TEP may not be adopted by the Authority until and unless the proposed TEP has received the approval of the County Board of Supervisors and city/town councils representing both a majority of the cities/towns in Contra Costa County and a majority of the population residing in the incorporated areas of Contra Costa County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley finds that the proposed TEP is not subject to the California Environmental Quality Act of 1970 ("CEQA") because the proposed TEP is not a project within the meaning of CEQA, and the Council's adoption of this resolution does not commit the Council to a definite course of action with regard to any specific transportation improvements set forth in the proposed TEP (See 14 California Code of Regulations (CCR), § 15378, 15352). Specifically, the Council's adoption of this resolution does not constitute the approval of a CEQA project for reasons that include, but are not limited to: (1) the proposed TEP does not authorize the construction of any projects that may result in any direct or indirect physical change in the environment; (2) the proposed TEP is a mechanism for funding potential future transportation projects, the timing, approval, and construction of which may be modified or not implemented depending on a number of factors, including future site-specific CEQA environmental review; and (3) the proposed TEP is subject to further discretionary approvals insofar as it may not be adopted until and unless the pre-conditions set forth in the Public Utilities Code are satisfied. (See 14 CCR, § 15378, 15352; Public Utilities Code § 180206(b)).

BE IT FURTHER RESOLVED, that the City Council of the City of Oakley approves, for the limited purpose identified in Public Utilities Code, § 180206(b), the proposed TEP released by the Authority on August 28, 2019.

BE IT FURTHER RESOLVED, that the City Council of the City of Oakley urges the Authority, consistent with the provisions of Public Utilities Code § 180206, to adopt the proposed TEP.

BE IT FURTHER RESOLVED, that the City Council of the City of Oakley urges the County Board of Supervisors, consistent with Public Utilities Code, § 180203, to place the one-half of one percent local transportation sales tax on the March 3, 2020 ballot.

BE IT FURTHER RESOLVED, that the City Council of the City of Oakley approves of the conditional amendment to the GMP, which includes Attachment A: Principles of Agreement for Establishing the ULL in the Measure J TEP to Match that Found in the proposed TEP, acknowledging that this amendment would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 3, 2020 ballot.

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 8th day of October 2019, 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:

_____
Claire Alaura, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date