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, August 10, 2021
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561
Per the Health Officer of the County of Contra Costa, ORDER NO. HO-COVID19-51 dated August 2, 2021, mandates the wearing of face coverings in indoor public setting by all persons.
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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.

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

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Members of the public may address the Council on items of interest that are within the City's jurisdiction. Public comment on items not listed on the agenda will be heard under the Public Comments section of the agenda. In compliance with State law, the Council may not take action on an item that is not specifically listed on the agenda. If you would like to speak on any agenda item, please fill out a blue speaker card available in the lobby and submit it to the City Clerk prior to the agenda item being called. The Mayor will call you by name to the podium to hear your comments and you have up to 3 minutes to speak.

1.OPENING MATTERS

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

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

1.2 Pledge of Allegiance to the Flag (Mayor Higgins)

1.3 Introduction of Police Canine Harkon and Handler Tyler Radcliffe (Dean Capelletti, Chief of Police)

1.4 Introduction of newly promoted Police Sergeants Brian Foreman and Kevin Morris (Dean Capelletti, Chief of Police)

2.PUBLIC COMMENTS

At this time, the public is permitted to address the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority on non-agendized items. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda.

3.CONSENT CALENDAR

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

3.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting held July 13, 2021 (Libby Vreonis, City Clerk)

Minutes 07-13-21

3.2 Authorize the Interim City Manager to execute a Construction Agreement with McNabb Construction, Inc. for the Construction of Capital Improvement Project Number 248 – Holly Creek Park Restroom Construction Project (Kevin Rohani, P.E., Public Works Director/ City Engineer)

Staff Report
1. Resolution
2. Bid Summary

3.3 Authorize the Interim City Manager to execute a Construction Agreement with Martell Water Systems, Inc. for the Construction of Capital Improvement Project Number 265 – Irrigation Well Installation Project at the City's Freedom Basin (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution
2. Martell Water Systems, Inc. Proposal

3.4 City of Oakley Quarterly Investment Report (4th Quarter FY 2020/21) (Tim Przybyla, Finance Director)

Staff Report
1. City of Oakley Investment Report for the quarter ended June 30, 2021.

3.5 City of Oakley as Successor Agency to the Oakley Redevelopment Agency Quarterly Investment Report (4th Quarter FY 2020/21) (Tim Przybyla, Finance Director)

Staff Report
1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended June 30, 2021.

3.6 Authorize the Interim City Manager to execute a Consultant Agreement with Freyer & Laureta, Inc. to provide Design Services for Capital Improvement Project Number 252 – Downtown Strom Drain Line J Drainage Area 29D Improvement Project (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution
2. Freyer & Laureta, Inc. Proposal
3. Drainage Area Map

3.7 Approving the Agreement with KB Homes South Bay, Inc. for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 8975 Shiloh and authorizing the Interim City Manager to execute the agreement (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Location Map
3. Agreement of Property Owner for Provision of Landscaping in the Public Right of Way for Subdivision 8975 Shiloh

3.8 Approving the Agreement with Meritage Homes of California for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9507 The Vines and authorizing the City Manager to execute the agreement (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Location Map
3. Agreement of Property Owner for Provision of Landscaping in the Public Right of Way for Subdivision 9507 The Vines

3.9 Approving the Agreement with Meritage Homes of California for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9503 Alicante and authorizing the City Manager to execute the agreement (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Location Map
3. Agreement of Property Owner for Provision of Landscaping in the Public Right of Way for Subdivision 9503 Alicante

3.10 Approval of Subdivision Improvement Agreement and Final Map for Baldocchi Property Subdivision 8904 (Located at the southeast corner of East Cypress Road and Sellers Avenue) (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Vicinity Map
2. Resolution Approving the Final Map titled Subdivision 8904 Baldocchi Property
3. Resolution Approving the Subdivision Improvement Agreement
4. Subdivision Improvement Agreement
5. Reduction of Subdivision 8904 Baldocchi Final Map

3.11 Appointment of Zain Mehmood to the Contra Costa Transportation Authority Citizens Advisory Committee for a Four-Year Term (August 12, 2021 through August 11, 2025) (Libby Vreonis, City Clerk)

Staff Report
1. Resolution

4.PUBLIC HEARINGS

4.1 Cypress Crossings Design Review (DR 07-21) – Request for Design Review approval of the Cypress Crossings residential project (formerly known as "Tuscany Estates" or "Baldocchi Subdivision") located at the southeast corner of East Cypress Road and Sellers Avenue. (Ken Strelo, Principal Planner)

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

Staff Report
1. Vicinity Map
2. Notice of Public Hearing
3. Applicant's Plans
4. Proposed Resolution

5.REGULAR CALENDAR

5.1 Hearing for Special Assessment Regarding 1775 Hemlock Court, Oakley, California (APN 035-552-119) (Libby Vreonis, City Clerk/Paralegal) (CONTINUED FROM the JUNE 8, 2021 and JULY 13, 2021 OAKLEY CITY COUNCIL MEETINGS)

Staff Report
1. CES invoice
2. Diablo Water District invoice
3. City of Oakley invoice
4. Staff costs

5. Notice of Opportunity to Appeal
6. Property owner appeal dated March 16, 2021
7. Administrative Hearing Officer Decision
8. Notice of Appeal Hearing-posted-Interim City Manager
9. Notice of Appeal Hearing-mailed and published-City Clerk
10. Photos
11. Proposed Resolution

5.2 Appeal of Administrative Citation Hearing Decision Regarding 2140 Megan Drive (Libby Vreonis, City Clerk)

Staff Report
1. Courtesy Notice dated March 22, 2021
2. Administrative Citation, Notice of Violation and photo of vehicle dated April 15, 2021
3. Request for Appeal of Administrative Citation received April 23, 2021
4. Photo of vehicle dated April 23, 2021
5. Administrative Citation Hearing Decision dated May 17, 2021
6. Administrative Citation and Notice of Violation dated June 2, 2021 and photos of vehicles dated April 30, 2021 and June 1, 2021
7. Request for Appeal of Administrative Citation Hearing Decision regarding administrative citation AC-21-00156 dated June 9, 2021
8. Administrative Citation, Notice of Violation and photo of vehicle dated July 7, 2021
9. Notice of Hearing dated June 28, 2021

5.3 Designation of Voting Delegate and Alternate(s) for Cal Cities' Annual Conference Business Meeting to be held September 24, 2021 (Libby Vreonis, City Clerk)

Staff Report
1. Resolution
2. Cal Cities Annual Conference Voting Procedures

6.REPORTS

6.1 INTERIM CITY MANAGER
(a) Interim City Manager

6.2 CITY ATTORNEY
(a) Report Regarding Status of Recruitment for City Manager (Derek Cole, City Attorney)

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

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

(b) Requests for Future Agendas

7.WORK SESSIONS

7.1 Cedarwood Preliminary General Plan Amendment (PA 03-21) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 14.14-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH"). (Ken Strelo, Principal Planner)

Staff Report
1. Vicinity Map
2. Notice of Work Session
3. City of Oakley General Plan Map
4. Existing and Proposed General Plan Land Use Designations Illustration
5. Approved Tentative Map 9088
6. Applicant's Conceptual Plans

7.2 637 Brownstone Road Preliminary General Plan Amendment (PA 04-21) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH"). (Ken Strelo, Principal Planner)

Staff Report
1. Vicinity Map
2. Notice of Work Session
3. City of Oakley General Plan Map
4. Existing and Proposed General Plan Land Use Designations Illustration
5. Applicant's Conceptual Plans

8.CLOSED SESSION

8.1 PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

9.ADJOURN

Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority held July 13, 2021

1) OPENING MATTERS

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

Mayor Sue Higgins called the meeting to order at 6:30 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, CA 94561. Vice Mayor Randy Pope and Councilmembers Aaron Meadows, Anissa Williams and George Fuller were also in attendance.

1.2 Pledge of Allegiance to the Flag (Mayor Higgins)

Ken Dieker, Principal of Del Rio Advisors, LLC, led the Pledge of Allegiance to the Flag.

1.3 Presentation from BART Board President Mark Foley

Mark Foley, BART Board President, provided a presentation to the City Council. He mentioned BART has been operating for 48 years and opened 2 new stations last year. He shared as of March 16, 2020, with Shelter-in-Place orders, ridership declined to just 6% of normal. He mentioned a customer survey was conducted last fall to understand who is riding BART and shared results. He explained COVID-19's impact on ridership has significantly reduced annual ridership revenues from $500 million/year to $60 million/year. He shared BART's response to COVID revenue losses was to significantly reduce non-labor spending, implement a hiring freeze, eliminate 700 vacant positions plus 137 positions through a retirement incentive program, eliminate raises for top management, and accelerate capital reinvestment work by moving operating employees to capital projects. He mentioned in May, ridership improved. He shared as of July 15, more late-night San Francisco trains will operate and as of August 2, there will be longer hours and increased service. He also mentioned BART will offer 50% of all Clipper fares September 1-30. He discussed health and cleanliness for riders including an enhanced cleaning and mask mandate, hospital grade MERV 14 filters, contactless payment and a parking app. He mentioned to welcome back riders, BART is providing progressive policing including an Ambassador Program, BART Watch app and texting capability to connect directly with the BART Police dispatch center, and crisis intervention specialists. He shared that the reduced service hours due to the Shelter-in-Place allowed BART to replace 34.5kV of electric cable, replace aging rail five times faster and to eliminate 35 single-track weekends. He mentioned with funding from Measure RR, as of May, BART acquired 286 new fleet of the future cars and it now has 916 total new and legacy cars. He mentioned the Antioch station will have 850 fee parking stalls, dedicated ADA accessible sidewalk lighting, fresh landscaping surrounding the lot, bike safety improvements, a full-time station agent, a new passenger loading zone, new railing to enhance station access and relocated bike lockers.

Councilmember Fuller mentioned there is an upper parking lot near the Antioch station, a loading area and parking lot below for employees, and a new parking lot between the two. He inquired if that area is for passengers.

Mr. Foley responded that area includes the new 850 spaces for passengers.

Mayor Higgins commented it is a bit of a journey from the parking area to the station. She inquired if golf carts will transport riders.

Mr. Foley agreed it is a lengthy walk and mentioned it is on his radar.

Mayor Higgins thanked the person who talked another person off the rails recently.

Mr. Foley commented that people are put in a different situation daily and he appreciates all they do.

2) PUBLIC COMMENTS

Wilfred Arillo submitted a written comment and requested to speak. When called upon there was no response. Mayor Higgins indicated his written comments will be made part of the meeting record. His written comments expressed concern and sought clarification regarding notices of violations issued to property owners in Delaney Park for their driveway expansions.

Mayor Higgins called upon City Attorney Derek Cole for direction regarding the agenda.

Mr. Cole inquired if the Council would consider moving item 5.3 up on the agenda after the Consent Calendar. He mentioned the Council could take a vote unless there are no objections. He inquired if there are any objections and hearing none, the item was moved up on the agenda.

Mr. Cole also mentioned legal counsel on behalf of the property owner requested by letter that item 5.1 be continued. He indicated staff doesn't agree with the position taken in that letter, but is not opposed to continuing, and would join in the request to continue the item to the August 10 Council meeting, He indicated if there is any objection, the Council can discuss the item and vote on it, but if no objection, item 5.1 will be continued to August 10. Hearing no objection, the item is continued to the August 10, 2021 City Council meeting.

Mr. Cole shared he will have one item to pull from the Consent Calendar.

3) CONSENT CALENDAR

3.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting held June 8, 2021 (Libby Vreonis, City Clerk)

3.2 Waive the Second Reading and Adopt an Ordinance Amending Provisions of Chapters 3 and 4 of Title 2 of the Oakley Municipal Code Concerning the Oakley Planning Commission (Joshua McMurray, Interim City Manager)

3.3 Adopt a Resolution Confirming the Actual Costs incurred for Code Enforcement Staff Time due to Property Owners Failing to Abate Chronic Nuisances, Register in the Mandatory Rental Registration and Inspection Program or for Abatements of Mandatory Subscriptions for Garbage Service (Joshua McMurray, Interim City Manager)

3.4 Fiscal Year 2020/21 Fourth Quarter Report on the Capital Improvement Program (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.5 Approval of 2021 Engineering Standard Details for City of Oakley (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.6 Award of Construction to R&R Pacific Construction Inc., for the construction of the Police Department Parking Lot Expansion Project, Capital Improvement Project No. 253 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Item 3.6 was heard after item 4.5. There was no discussion or comments. It was moved by Councilmember Meadows and seconded by Councilmember Fuller to approve item 3.6. Motion was unanimous and so ordered. (5-0)

3.7 Award of Construction Contract to Cairo Builder, Inc. for the Construction of the Civic Center Roof Replacement Project CIP No. 256 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.8 Award of Construction to Teichert Construction for the construction of the Laurel Resurfacing Project (Empire Avenue to O'Hara Avenue) Capital Improvement Project No. 250 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.9 Award of Construction Contract to Chrisp Company for the Fiscal Year 2021/22 Street Restriping Project – CIP No. 260 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.10 First Amendment to the Take Authorization Agreement Regarding the Extension of Take Authorization for the Cypress Preserve Project ACD-TI Oakley, LLC ("Applicant"), the City of Oakley ("City"), the East Contra Costa County Habitat Conservancy ("Conservancy"), and the Wildlife Heritage Foundation ("WHF"). (Ken Strelo, Principal Planner)

3.11 Adopt a Resolution Continuing the City's Non-Residential Development Fee Incentive Program for an Additional 18 months (Joshua McMurray, Interim City Manager)

3.12 Adopt a Resolution Adopting a List of Projects for Fiscal Year 2021/22 Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Councilmember Fuller pulled items 3.2 and 3.4 for discussion.

Vice Mayor Pope pulled items 3.5 and 3.11 for discussion.

Public Comments

*3258: Dave Larsen shared he requested postponement of Item 5.1 and appreciates the continuance.

City Attorney Derek Cole requested to pull item 3.6 and have it trail after item 4.5 because the Council would not approve item 3.6 unless item 4.5 were approved.

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

Item 3.2

Councilmember Fuller requested a couple of modifications: 1) revise section 2.3.002(e) to include any local or regional "governmental" agency and 2) revise section 3.3.008 to include a commissioner missing 2 consecutive "unexcused" absences. He explained if someone has major health issue and can't come back right away, the Council would not be looking to replace them.

Mr. Cole indicated Councilmember Fuller's proposed revisions are non-substantive in his opinion and the ordinance doesn't need to come back for another first reading as the proposed revisions provide clarity. He mentioned both revisions are within the scope of adoption tonight and he would support them as they add additional layers of certainty.

Councilmember Meadows commented section 2.3.014 mentions election of chair and vice-chair. He requested clarification if a chair is elected for a 2-year period or if a vice-chair is elected whom would move into chair in a 2-year cycle.

Mr. Cole responded that section is part of the current code and proposed a revision to remove "of each calendar year" to remove ambiguity. He mentioned it can be removed and adopted with this revision.

Councilmember Meadows inquired if both chair and vice-chair positions would rotate every 2 years.

Mr. Cole responded that once the Planning Commission is seated, a chair and vice-chair will be appointed for 2 years and then a chair and vice-chair will be appointed every 2 years thereafter.

Mayor Higgins commented it is not like the City Council rotation.

Mr. Cole responded that is correct; this is existing code and it is different than the City Council rotation. He mentioned it could be brought back as a separate ordinance if the Council wishes to address the chair and vice-chair process which would allow other parts of the ordinance to not be held up so the Planning Commission can move forward to be set up. He mentioned if the Council desires a rotation like with the City Council, he recommends amending the language all together.

It was moved by Councilmember Fuller to waive the second reading and adopt the ordinance including the revisions to sections 2.3.002(e) and 3.3.008. It was seconded by Councilmember Meadows. Motion was unanimous and so ordered. (5-0)

Item 3.4

Councilmember Fuller inquired if construction will begin in August.

Interim City Manager Joshua McMurray responded it is going to start in August. He shared it is in the final stages of plan check and once approved, they will start moving dirt.

Councilmember Fuller mentioned SJKPA has $1.3 billion to spend. He mentioned if we can, reach out to them and see if they can help us with parking, such as a multi-story parking structure where the County building is located, and create more of a park area where the concrete is.

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

Item 3.5

Vice Mayor Pope commented on page 6 of the Standard Plans, it shows road designs with bike lanes. He mentioned there was previous discussion to move bike lanes off major arterial streets out of harm's way but the Standard Plans do not provide any options for that. He commented he would like to see it sent back to staff to add options to have bike lanes on the other side of curb.

Mr. McMurray commented that staff the Standard Plan details need to be updated for items in staff report and staff is currently undergoing the targeted General Plan update which includes an exhibit that identifies the street layout. He mentioned once it is adopted in the General Plan, then staff can take it to the Standard Plans, which is the appropriate order.

Vice Mayor Pope inquired if there is a deadline.

Mr. McMurray responded there is no deadline but recommend approval as the details need to be updated.

Vice Mayor Pope inquired if the last approval was in 2016?

Mr. McMurray responded that is correct.

Vice Mayor Pope commented a couple of more months won't hurt.

Billilee Saengchalern, Principal Engineer, commented she is representing Public Works Director/City Engineer Kevin Rohani in his absence. She mentioned it is critical to approve tonight for several development improvement projects pending for plan check, and if not approved tonight, newer elements staff is requesting in the Standard Plans won't be implemented. She explained developers go by what is included in the Standard Plans. She mentioned staff updates certain sections of this from time to time and can take a look at adding a subsection to include bike lane elements.

Vice Mayor Pope inquired if any of the pending projects include major road construction.

Mrs. Saengchalern responded that the Baldocchi project, East Cypress, and several in Discovery Builder neighborhoods include elements, not so much street, but rather landscaping related, as certain materials for improvements are selected.

Vice Mayor Pope commented he is all for trees that don't uproot sidewalks, but he doesn't want to let more roads go in that have what he believes are unsafe bike lanes.

Mayor Higgins inquired if the City can require bike lanes later if roads are constructed without bike lanes now.

Mrs. Saengchalern mentioned two projects on the East Cypress corridor have already been approved with Vesting Tentative Maps set and it has been determined where curb is going to be built. She mentioned the City cannot have a piece only in front of the Baldocchi property. She mentioned with the Standard Plans there is no specific detail about the roads, it generally shows a 4-lane arterial divided collector for residential, but with certain projects approved with a Vesting Tentative Map, they are governed by their approvals, so these details would apply to new projects coming to the Council for approval.

Councilmember Meadows inquired if any projects are coming to the Council in near future that this would affect.

Mrs. Saengchalern responded conditions would not so much be affected if plans have not been approved.

Councilmember Meadows commented staff needs this approved for landscaping, but plans have not been approved for streets.

Mrs. Saengchalern responded that is correct.

Councilmember Meadows commented he is willing to approve with what Vice Mayor Pope wants.

Mrs. Saengchalern commented that the City Engineer has the ability to make minor modifications. She explained there can be an addendum for what Vice Mayor Pope wants and it would not need to come back t the City Council for approval. She mentioned staff can revise it once the targeted General Plan has been updated and approved, and make an addendum to road sections.

It was moved by Vice Mayor Pope and seconded by Councilmember Meadows to approve the 2021 Engineering Standard Details. Motion was unanimous and so ordered. (5-0)

Item 3.11

Vice Mayor Pope commented he wants to make sure the City is not incenting types of projects that would cause controversy as recently experienced.

Mr. McMurray commented that staff can add uses specifically excluded from this program.

Vice Mayor Pope mentioned he recalls controversial projects include fast food with drive-throughs, storage facilities, gas stations and car washes.

Mayor Higgins mentioned massage parlors.

Mr. McMurray commented people are not building new massage parlors.

Vice Mayor Pope moved to adopt the resolution including language that excludes the 4 types of businesses just mentioned.

Mr. McMurray suggested that on the resolution, staff will add #4 and include language that the 4 types of uses that were mentioned are excluded.

Mayor Higgins inquired if it would apply throughout entire city.

Councilmember Williams responded yes, but it is just waiving fees. She mentioned the City has been doing it since 2009, but the City hasn't seen the growth it has wanted so is the program doing what it should.

Vice Mayor Pope added it is not attracting the businesses the City wants.

The motion was seconded by Councilmember Williams.

AYES: Fuller, Higgins, Pope, Williams. NOES: Meadows. (4-1)

Public Comments

Mayor Higgins commented she sees the light on for comments.

Lindsey Bruno, Recreation Manager/Website Coordinator, mentioned someone raised their hand during the discussion via teleconference wishing to make a public comment.

Mayor Higgins asked City Attorney Derek Cole if public comments may still be allowed since the vote has been taken.

Mr. Cole indicated it is at the Council's discretion to allow.

Mayor Higgins mentioned there is some delay with the video and allowed the comment.

*0459: The caller indicated he has been hitting *9 since item 3.2 when Councilmember Fuller discussed the Planning Commission. He recognized the City Council can decide whether or not to hear item again. He mentioned he raised his hand on several items before items were discussed and was not called upon. He thanked the Council for getting to him now.

Mr. Cole mentioned the Council can reopen public comment for item 3.2 but the action and vote were already taken. He suggested if it is the Council's pleasure, they can allow public comment and then they can discuss further depending on the comment.

The caller inquired if the Planning Commission will hear parcel map items only up to 4 lots and if the Planning Commission will be able to hear commercial projects or expansion projects on the DuPont site. He mentioned at the last meeting he commented that powers were taken but it was described as powers were switched into different places. He mentioned the Planning Commission now cannot advise on matters that should be studied and studying has always been a way for the Planning Commission to understand better to better advise the Council so he feels it should be reestablished. He mentioned in section 3.23.024, the City Council can call up matters and the way it is written doesn't make sense because it doesn't address the majority; it

sounds like the Council can pull up anything. He suggested it would be stronger if 2 members could bring items before Council and it would require majority support of the Council for a developer to bypass the Planning Commission. He thanked the Council for bringing the Planning Commission forward.

Item 5.3 was heard next.

5) REGULAR CALENDAR

5.3 Oakley Public Financing Authority and City Council Consideration of a Refunding for Significant Savings of the Outstanding Oakley Public Financing Authority, Refunding Revenue Bonds, Series 2012 (Tim Przybyla, Finance Director)

Finance Director Tim Przybyla presented the staff report.

Ken Dieker, Principal, Del Rio Advisors, LLC, discussed the prior obligation of the "2012 Bonds", the refunding process, estimated refunding results, estimated cash flow savings, estimated costs of issuance and documents for consideration.

Mayor Higgins inquired if the fee is $145,000.

Mr. Przybyla mentioned the cost of issuance is $145,000 and is built into and paid out of financing.

Mayor Higgins commented it would go into payments.

Mr. Przybyla explained the City still has over 15% savings after the cost of issuance.

Councilmember Meadows inquired if 2 motions are required.

Mayor Higgins responded two are needed: one as Council and one as Authority.

Mr. Cole confirmed she is correct; separate actions are required for each agency.

It was moved by Councilmember Meadows and seconded by Councilmember Fuller for the City Council to approve the item. Motion was unanimous and so ordered. (5-0)

It was moved by Councilmember Meadows and seconded by Councilmember Fuller for the Financing Authority to approve the item. Motion was unanimous and so ordered. (5-0)

Public Hearing Items were heard next.

4) PUBLIC HEARINGS

4.1 Brownstone Subdivision 8803 – Modification of Condition of Approval 69 (Council Resolution No. 18-07) Related to Drainage Improvements and the Construction of Line C of Drainage Area 30B. (Ken Strelo, Principal Planner)

Mayor Higgins opened the public hearing.

Principal Planner Ken Strelo presented the staff report.

Councilmember Fuller inquired if the Council approved this, if the permit in place for 2023 expires or can be extended further.

Mr. Strelo mentioned it expires in 2023.

Councilmember Fuller inquired if something has changed with line C since the original approval in 2007.

Mr. Strelo mentioned the applicant is on the line and may wish to respond.

The applicant commented the proposal for line C when the map was approved looked at the possibility to put line C down Brownstone Road and it was not feasible, but this project can build a major portion of line C to help other projects in future for development in this area.

Councilmember Fuller commented if he votes in favor, he would not appreciate see it return for another extension.

Mr. Strelo explained that the number of extensions is maxed out so unless the Subdivision Map Act changes, there will not be another extension.

Vice Mayor Pope inquired if this is a temporary solution until such time the rest of line C can be constructed.

Mr. Strelo responded it could be permanent if in the future the rest of line C can be connected; it would provide that option.

Vice Mayor Pope inquired if staff knows where the rest of line C would be connected and if it would be down the right-of-way on Brownstone.

Mr. Strelo explained it would likely not be on Brownstone due to elevation which may have been information unknown at the time the condition was written. He mentioned it may go through the project site along the northern edge of the property.

Vice Mayor Pope inquired if it is down the middle of C street.

Mr. Strelo confirmed it is, along the northern end of the property.

Vice Mayor Pope commented other projects would connect at infiltration basin.

Mr. Strelo agreed and mentioned there are two other projects to connect, right-of-ways for storm drain lines would be needed and it would go through several other properties. He mentioned the timeline for when it may go in in the east is totally unknown at this time.

Vice Mayor Pope commented that the empty lot to the east will have the same problem on the other side of Main Street.

Mr. Strelo agreed and mentioned they are doing the same type of solution, an infiltration basin on site.

Mayor Higgins inquired if the basin can be used for sports or if it will be unusable.

Mr. Strelo explained this would not be used for park land; this would be fenced similar to Duarte Ranch and at times will have standing water; it is completely for infiltration.

Public comments
*0459: The caller indicated he heard what he needed to hear.

It was moved by Councilmember Meadows and seconded by Councilmember Williams to approve the modification of Condition of Approval #69. Motion was unanimous and so ordered. (5-0)

4.2 Diablo Water District Corporation Yard Office and Shop Building Tentative Parcel Map (TPM 02-21) and Design Review (DR 03-21) - Request for approval of a Tentative Parcel Map and Design Review to subdivide off an approximately 1.42-acre parcel from an approximately 67.22-acre parcel (APN 037-191-034) to be developed with an approximately 0.55-acre portion of APN 037-191-006 with a 14,600 sf. building to house the corporation yard offices, shop space, and covered work bays, and a 5,785 sf. unenclosed covered area for equipment storage and fleet parking. (Ken Strelo, Principal Planner)

Principal Planner Ken Strelo presented the staff report. He mentioned he submitted a memo to the Council regarding a request made by East Contra Costa Fire Protection District on July 8, 2021, and staff recommends that any motion to adopt the project include modification of COA #69(a) as follows (~~strikethrough~~ indicates deleted language; **bold** indicates added language):

> "Annex the property to the ~~City of Oakley Community Facilities District No. 2018-1~~ **East Contra Costa Fire Protection District Community Facilities District No. 2020-01** Fire Protection Services (CFD) for funding certain services within the boundaries of the ~~City of Oakley~~ **Fire Protection District** including fire protection services. The applicant shall apply for annexation and provide all information and documents required by the ~~City~~ **District** to process the annexation. All costs of the annexations shall be paid by the applicant. The assessment shall be the per parcel annual amount set by CFD at the time of the annexation. Annexation shall be completed prior to the issuance of the Building Permit."

Mr. Strelo mentioned Dan Muelrath, General Manager for Diablo Water District (DWD), is on the line and would like to speak and the architect is on the line if there are any questions for him.

Dan Muelrath, General Manager for DWD, commented he is excited to get a modern corp yard and clarified minimal customers (contractors) would go to this location so they do not anticipate additional road trips. He mentioned monthly paying customers will still go to Carol Lane. He shared the last few months, DWD has been environmentally proactive with projects as with this project, including landscaping, solar on roof and the storage bay, and they have set a goal to eliminate GHGs.

Mayor Higgins thanked him and mentioned it all sounds wonderful.

Councilmember Fuller commented DWD is doing outstanding work. He mentioned traffic improvements are needed at Rose Avenue and Main Street need traffic improvements and inquired how traffic from that facility may impact the Rose and Main area.

Mr. Strelo commented that the project has no increased trips; there are employees at this site currently and he is unaware of any City plans for improvements to that area.

Mayor Higgins commented the employees exist already.

Mr. Muelrath confirmed there will be no additional trips to impact Rose and Main.

Councilmember Meadows commented on the color of the exterior of the proposed building and inquired is there is a way to screen it from Main Street, from the south end and west side some.

Mr. Strelo commented he would like to see more trees in that area.

Councilmember Meadows commented there did not appear to be trees in the southern area.

Mr. Muelrath explained if they can push the building back from Rose as far as possible and have trees.

Councilmember Meadows inquired if the trees on the south end of the building are going to stay.

Mr. Muelrath explained if he is speaking of the trees along the property line, the trees are falling down already.

Mr. Strelo commented he believes trees are already in the landscaping plan; the large circles adjacent to buildings represent trees.

Councilmember Meadows commented that the key notes do not reflect the same.

Mr. Strelo indicated trees are the larger circles on the plan.

Doug Davis, architect for the project, commented the circles indicate new trees and there are a significant amount on the south side of the building near Main Street to provide screening.

Councilmember Meadows commented those are trees to be planted.

Mr. Davis indicated that is correct.

It was moved by Vice Mayor Pope and seconded by Councilmember Fuller to approve the item with the amended language as set forth in the memo. Motion was unanimous and so ordered. (5-0)

4.3 Adopt a Resolution Establishing a Master Fee Schedule and Updating Certain City Fees (Tim Przybyla, Finance Director)

Finance Director Tim Przybyla presented the staff report.

Mayor Higgins inquired if an applicant get his or her deposit back for the Planning Commission approval $1500 deposit for time and material and if it is denied.

Mr. Przybyla explained if a deposit not utilized, the deposit can be returned.

Councilmember Fuller commented staff is charging for copies of a Public Records Act request but not charging for research. He mentioned some cities make it hard due to absorbent costs so he wants to keep it this way.

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

4.4 Adopt a Resolution Updating the City Traffic Impact Fee (Kevin Rohani, P.E., Public Works Director/City Engineer)

Billilee Saengchalern presented the staff report.

Chris Kinzel, Co-Founder and Vice President of TJKM, presented the 2021 Traffic Impact Fee Update. He discussed its purpose and methodology, types of projects and a map of the projects.

Councilmember Williams commented the fee dropped about 5%. She inquired if the City is proposing a 5% fee decrease?

Mr. Kinzel indicated that is correct. He mentioned it is based on the CPI so in time it could rise again depending on the CPI.

There were no public comments.

It was moved by Councilmember Meadows and seconded by Vice Mayor Pope to approve the item. Motion was unanimous and so ordered. (5-0)

4.5 Police Department Parking Lot Expansion Conditional Use Permit (CUP 01-21) and Design Review (DR 01-21) – Request to Expand Existing Police Parking Lot. (APN 035-090-081) (Ariana Ruiz, Planning Technician)

Interim City Manager Joshua McMurray introduced Arianna Ruiz.

Arianna Ruiz presented the staff report.

A letter was received by staff from resident Greg Dahl regarding parking, traffic and safety in his neighborhood in relation to the project. It was provided to the Council and is made part of the meeting record.

Ms. Ruiz mentioned staff received correspondence from a neighboring property owner whom overall supports the project but traffic and safety issues were raised and these would be addressed at the time of future development.

Mayor Higgins inquired if cameras will be on site to watch vehicles.

Mr. McMurray commented that cameras are not part of the project presented, but that is not to say they will not be included in the future; he does not yet have details on that.

Mayor Higgins inquired if solar will be included.

Mr. McMurray responded staff has not yet looked at solar because staff needs to know the details of the shade structure first before they can analyze.

Vice Mayor Pope inquired if West Ruby will continue to the west to connect or if it will turn.

Mr. McMurray responded he understands future plans will extend and connect West Ruby to Fuschia but nothing has been submitted yet.

Vice Mayor Pope commented that this would turn Ruby into a through road, but that is not part of the project tonight.

Mr. McMurray responded that is correct.

There were no public comments.

Mayor Higgins closed the public hearing.

It was moved by Vice Mayor Pope and seconded by Councilmember Williams to approve the item. Motion was unanimous and so ordered. (5-0)

Item 3.6 was heard after item 4.5 (see vote, supra).

5.1 Hearing for Special Assessment Regarding 1775 Hemlock Court, Oakley, California (APN 035-552-119) (Libby Vreonis, City Clerk/Paralegal) (CONTINUED FROM JUNE 8, 2021 OAKLEY CITY COUNCIL MEETING)

As announced earlier in the meeting (supra), this item is continued to August 10, 2021.

5.2 Adopt a Resolution Authorizing the City Attorney to Execute an Agreement with an Executive Search Firm to Assist the City Council in the Selection of a New City Manager (Derek Cole, City Attorney)

City Attorney Derek Cole mentioned he invited all 3 firms to join and call in to have 10 minutes each to present and for Q&A. He presented the staff report. He mentioned the ICMA has a list of search firms which he provided outreach to by mail and email, and he received 4 responses: 1 advised it could not engage due to other obligations and the other 3 proposals are included in the agenda packet. He mentioned they are all well written, informative, concise, and any of the 3 would provide excellent service. He mentioned his law office is in the same city as 2 of the firms and 1 is relatively close to his office, but he has no affinity to a firm because it is located in the same city. He mentioned the other is located in the Santa Clara County area. He shared he carefully reviewed each proposal to determine if they presented a proposal that will work and his role is to participate in a closed session interview and assist in contract negotiations. He mentioned he has been involved in those practices and all 3 have presented those practices reasonably. He mentioned things can be adjusted here and there as needed; firms have emphasized how much input the City wants and when, its stakeholders, advertisement and interview level. He mentioned in his opinion, it could be narrow for staff to have the opportunity

to provide input. He commented that all firms are within $2-3k fees of each other; all roughly are $25k which is reasonable in his opinion. He mentioned ultimately, the Council will make the decision. He shared he wants to provide expertise, but doesn't want to usurp Council authority. He mentioned the resolution will authorize him to execute an agreement on a standard contract form and he will be the point person with the firm selected. He recommended the Council ask any questions of him if regarding the process and if there are no other questions, they can ask firms.

Councilmember Fuller commented he has experience with search firms; they submit finalists who don't know other applicants, but may commit with 3. He mentioned he does not believe there is a need for anyone else to know who applied, but Peckham will disclose; if the Council doesn't like the top 8 that are recommended, they can go down the list which negates the search and recommendation if they make the names list public. He mentioned Avery doesn't do that and he doesn't like that they go from 8 to 4.

Mr. Cole commented he is not sure he reads the proposals the same way. He mentioned firms have different approaches and he has seen various numbers with regard to finalists. He shared his sense is that the City has ability to work with the firms as they consider themselves advisors. He mentioned while they may have an approach they have used, if the City tells them they want it a certain way, they would work with the City. He mentioned he can ask the firms about it, tell them what we want, and they will work with us.

Councilmember Fuller shared his biggest concern is the flyer will say any applicant will remain confidential, but if there are 8 candidates and the Council does not like any of them, then they can look at the applicant list which negates the process. He commented if they already know who they are going with, and disclose the list, people may not want to apply if names will be disclosed. He mentioned he likes Bob Murray because they emphasize inclusion. He mentioned Avery goes to a behavioral interview conditioned on experience and someone may have less chance of experience if they are in a demographic minority and haven't had access to that experience so he would like to know if they find a way to balance it for an equitable decision.

Mr. Cole commented it is a good question for that firm.

Councilmember Fuller commented that $25k is a bargain. He expressed concern whether the City would be underfunding it as he doesn't want to run the process to fall short in the process.

Councilmember Williams commented that she reviewed the RFP's and doesn't see a line where it is said that Councilmembers can pull names from the bottom. She mentioned community and staff input forums are at additional cost and that part is non-negotiable for her; the City must have those.

Mr. Cole commented that staff has contract authority under $50k so it does not have to come to Council, but obviously staff is doing so because it is the City Manager position, but staff would have ability to add on if needed; there is some flexibility. He mentioned he too was expecting a little higher than $25k but $5k to $10k more is not going to break the bank for a decision.

Vice Mayor Pope commented if they are getting added service, he has no problem to pay more. He added community forums are essential. He mentioned the applicant list should be confidential until they get to finalists then finalists can be given to the Council and the rest of the list in closed session, in confidentiality. He mentioned it could be rare that all finalists are rejected, but could reserve it in case. He agreed if a firm is selected, they can get down to

details because prior to recruitment they will need to establish salary and benefits which one application said they would assist with. He commented it is important to do before advertising.

Councilmember Fuller commented at the bottom of Page 4 of the Bob Murray proposal, is where it refers to additional applicants. He expressed no problem if the Council does not agree on a candidate to come through; it could reject all 8 and then re-open. He mentioned he wants public input. He mentioned if the search team has done work, he expects the firm would have an answer for the public.

Mayor Higgins commented she likes Peckman; it spelled out the costs, exact time line and process very clear and can accomplish it in 14-weeks. She inquired if Mr. Cole called any of the references they offered.

Mr. Cole responded he has not, partially because these are known names and his sense is they all have been doing this for years so it is a matter of feel and approach. He recommended the Mayor go to public comment and give the firms time to speak, first applicants, then the public. He suggested to then allow a brief rebuttal from firms, if necessary. He mentioned Peckham requested to speak.

No hands were raised other than Maria Hurtado from Peckham.

Maria Hurtado from Peckham & McKenney presented its proposal. She discussed her background and credentials and shared she chose to work for Peckham for its reputation, because the firm purposefully does not take on a lot of recruitments to ensure adequate attention is provided, it is not a recruitment mill, they actively search, call and check in beyond a 1-year guarantee to ensure employees are still happy in their positions. She explained they have helped with other local City Manager recruitments and have experience with surveys and community forums, and can discuss preferred methods. She expressed confidentiality is very important and they are very careful to maintain confidentiality of candidates. She mentioned they seek a diverse candidate pool and if the City needs assistance with salary and benefits, they can help. She mentioned they will work to secure dates upfront for application deadlines and interviews so candidates know and can calendar.

Mayor Higgins inquired if there are any other firms waiting to speak. Being none, she indicated that speaks volumes to her.

Mr. Cole commented he wants to make it clear that if the public wishes to speak, press *9.

There were no raised hands. One person joined the meeting, but no other hands were raised.

Mr. Cole indicated the Council can deliberate

Vice Mayor Pope commented he is leaning toward Peckham. He mentioned they did a recruitment for Brentwood twice, 14 weeks is the shortest time, and they provide a flat rate.

Mayor Higgins mentioned there are costs for add-ons.

Vice Mayor Pope commented 89% of their recruited placements are still on the job after 5 years so he is leaning toward Peckham.

Mayor Higgins mentioned on page 12, Peckham addresses additional service costs and add-on expenses.

Councilmember Meadows commented he is okay with any of 3; all seem like they would do a good job. He expressed interest in Peckham, Avery, and Bob Murray, in that order.

Councilmember Fuller commented it speaks volumes that Peckham is here. He shared he likes a second round of interviews if necessary and that they have placed 53% women and would fit well within our community which is made up of 35% Latinas. He commented speaking the same language to connect with the community would be an asset. He mentioned he favors Peckham.

Councilmember Williams shared she prefers Peckham and Bob Murray more than Avery because Avery does not use social media like the others. She expressed she likes Peckham because they took time to be on the call and they have diversity. She expressed interest in Peckham, Bob Murray and Avery, in that order.

Mr. Cole mentioned that Peckham contacted him and the founder reached out to him.

It was moved by Councilmember Fuller and seconded by Vice Mayor Pope to select Pechkam & McKenney for the City Manager recruitment firm. Motion was unanimous and so ordered. (5-0)

Mayor Higgins announced a 5 minute break at 9:01 p.m.

The City Council reconvened at 9:08 p.m.

5.4 Receive Presentation from Demographer Providing Overview of the Process for Creating Districts for City Council Elections (Karin Mac Donald, Q2 Data & Research, LLC)

City Attorney Derek Cole introduced Karin Mac Donald, principal and Owner of Q2 Data & Research, LLC. He mentioned tonight is her presentation and basic education then staff will come back to the Council with a work plan how to proceed. He mentioned she is the Director of the Statewide Redistricting data base at UC Berkeley and he worked with her through Antioch's move to district-based elections.

Karin Mac Donald presented a CVRA overview and discussed the process, criteria and laws, criteria for mapping, components of districting, hearings and meetings, and public input, education and transparency.

Councilmember Meadows inquired if 2020 Census data has been released yet.

Ms. Mac Donald responded it is scheduled to be released by August 16 in an unusual format.

Councilmember Meadows inquired if that is the data we will use.

Ms. Mac Donald responded that is correct.

Councilmember Fuller inquired about maps and districts.

Ms. Mac Donald responded the Council can draw whatever maps and districts it requires.

Councilmember Fuller commented there should be a break down by population size and demographic size to provide equity in the voting process.

Ms. Mac Donald commented that the total voting population is considered and there are quite a few demographic variables, and a big data point will be gathered from our community of interest.

Councilmember Williams inquired when hearings will commence.

Mr. Cole responded he will discuss it with the consultant and report back to the Council at its next meeting with a summary. He mentioned there is not a lot they can do until they get Census data, but he will get staff together with Karin and her team and coordinate how to develop the City's website.

There were no public comments.

5.5 Adopt A Resolution of the City Council of the City of Oakley Outlining its Intention to Transition from At-Large Elections for the City Council to District-Based Elections for the City Council Pursuant to Elections Code Section 10010 (Derek Cole, City Attorney)

City Attorney Derek Cole presented the staff report. He mentioned the formal kick off is adoption of the resolution. He explained if the Council does not adopt the resolution, when the 45-day period runs out, the plaintiff can take the City to court. He mentioned the City received a demand letter in March 2020, days before the Shelter-in-Place for COVID-19 hit and things starting shutting down. He explained the Governor issued orders to suspend the CVRA process because the process is interactive and cities want public participation. He mentioned in Antioch, they had a large public turn out. He shared he had to do this tonight or call a special meeting.

Councilmember Fuller inquired if the resolution will cover Mayoral at-large districting and a 5-member Council.

Mr. Cole explained when cities convert to districts, they have 2 options: 1) 5 districts, or 2) 4 districts and 1 at-large mayor. He mentioned ward politics is of concern to some, the idea that I'm going to look out for my district rather than the entire city; whereas with an elected mayor, at least one person represents and is responsible for all. He mentioned with a smaller city, there would be 9,000 members in each district if Oakley has 5 districts, and if 4 districts, 11,000, if they have a mayor at-large, so it can introduce a dynamic the City may not want to have, but there will be plenty of time to address it.

Councilmember Fuller commented the fee seems low compared to what he has researched. He inquired if it includes all fees, including the lawsuit.

Mr. Cole responded that the fees are covered, but he can come back to the Council if there are contingencies. He mentioned the City has $100k in its budget to cover plaintiff, consultant and attorney fees so for now, it is sufficient based on his experience.

Vice Mayor Pope commented it was all started by a letter of racially polarized voting in the City. He inquired what evidence does the attorney have to make this claim.

Mr. Cole commented he doesn't want to go into it too much as to make admission but Latino is the protected class at issue here and the caveat is how it is determined, He mentioned they look at surnames, i.e., Carol Rios where names resemble and identify with Spanish that are not Latino. He mentioned the legislature has set the bar incredibly low, almost to the point to where a city must have incredibly good and favorable facts to fight. He mentioned Santa Clara did not prevail and the Santa Monica case is up in the air; the Supreme Court has taken the case. He mentioned the costs are draconian and Oakley is too small. He mentioned hiring folks to analyze statistics is not done.

Vice Mayor Pope commented he works in a city with districts and politics are real and destructive. He inquired if districts are divided by population count or if any consideration is given to registered voters.

Mr. Cole responded it is population based.

Vice Mayor Pope commented that in the last election, Oakley had about 8,000 voters, but if districting based on 45,000 people, he sees a mass opportunity for underrepresentation with that because if that number is divided into 4 district with 1 at-large mayor, there would be 2,000 voters to an elect Councilmember. He commented he doesn't see evidence of polarized voting and thinks districting could actually create polarized voting.

Mayor Higgins commented that the 2016 Council election was cited and 2018 Dezi Pina was mentioned.

Vice Mayor Pope inquired how the attorney finds out the race of each candidate.

Mr. Cole responded there is a survey analysis and the analysis doesn't have to include just City elections; they can look at a County supervisor election, school board elections, etc. he mentioned it could be that Oakley voters are referring non-protected class candidates; there are only a handful of Council elections where Latino candidates have run, so those other elections could be looked at. He added that Oakley is included in some of the same assembly and senate districts so there are some possible strength in numbers issues with other cities that have looked at it.

Vice Mayor Pope commented by law, it is prohibited to consider race when establishing districts and from packing districts or cracking districts; to protect is racially polarized, but the law prevents considering race. He shared his experience with the city is that neighborhoods don't exist with just one race and by creating districts, he believes they will be breaking up potential voting blocks; therefore, he is against it.

Mr. Cole responded that the law doesn't prohibit looking at race, but the practice of cracking or packing is prohibited. He shared he wrote an amicus brief for Cal Cities for the Santa Monica case. He mentioned there are specific requirements and race can be looked at, but in a positive manner.

Councilmember Fuller commented discretion is a better part of valor and Santa Monica is a fairly substantial jurisdiction with money. He mentioned the Palmdale Council fought it into bankruptcy and still lost. He mentioned there are reinforcements to fight this battle and it is costly.

Mr. Cole mentioned the litigation cost is not necessarily smaller for Oakley than in other cities. He mentioned it would involve a team of experts to dive into our past elections and outside elections and if the City loses, it must pay the plaintiff for every single hour of fees sometimes at $800-900 hour which is why some cities are paying $10 million or more when fighting it unsuccessfully.

Councilmember Fuller commented that the City should consider how much it wants to put into it when services can be offered rather than fighting a battle likely to be lost.

Councilmember Williams commented that people get more invested when people who are elected are in their community and you get further community engagement. She explained if you are in area and haven't felt a connection previously, a person who looks like you or went to school with you who is elected, helps pave the way for community engagement.

Councilmember Meadows commented having an attorney threatening us is concerning and it is not needed in Oakley to warrant it, but he agrees with Councilmember Fuller that our chances of winning are slim so it is like we have a gun to our head.

It was moved by Councilmember Meadows and seconded by Councilmember Fuller to adopt the resolution. AYES: Fuller, Higgins, Meadows, Williams. NOES: Pope (4-1)

6) REPORTS

6.1 INTERIM CITY MANAGER

(a) Interim City Manager

Interim City Manager Joshua McMurray reported City Hall is now open, Monday-Thursday, 7:30 a.m. until 12 p.m. and Fridays by appointment only. He announced staff plans to have the next City Council meeting on August 10 to be in-person. He also announced Friday Night Bites will be held again August 6.

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

Councilmember Fuller announced ECCFPD will vote tomorrow regarding consolidation. He reported he attended the DWD virtual meeting and the biggest point made was how to operate with the 5-year drought and there is enough water to take care of community, but revenue will drop. He also reported he attended the General Executive Meeting of ABAG and RHNA was discussed. He mentioned it will be explored if a city does not tear down a building, if it gets credit. He also reported attending an ILG situation with housing where 50,000 and below have not paying rent and the landlords get 100% reimbursement if sign off on it. He mentioned if anyone is suffering from that, call 2-1-1 as there are many resources to help. He requested a future agenda item for the City to talk to SJJPA regarding parking funding for a multi-level structure where the County building stands. He mentioned he believes it is time for an advisory

vote to expand Laurel. He announced a $3000 stipend is coming out for a child tax credit and he hopes Oakley can expand childcare to allow people to return to work.

Councilmember Williams reported she attended the Tri-Delta Transit meeting and masks are required until at least 9/13, they are starting a "be kind" campaign to encourage customers and passengers to be kind to each other and workers. She mentioned BART is back to mid-level service so Tri-Delta transit will return to pre-pandemic transit levels by August 31 which will include late night/early mornings. She mentioned the Tri-Delta parking lot in Oakley should be finished in September and Tri-Delta reached an agreement to a 10-year extension for a paratransit cost-sharing agreement. She mentioned Tri-Delta provides paratransit service and customers will be reimbursed. She also mentioned Tri-Delta is doing a trial with Antioch where 100 Clipper cards are loaded with a 31-day pass for Antioch youth and there is a cost share program between the City of Antioch and Tri-Delta Transit; they hope to roll it out to other cities. She mentioned BART is offering ½ price fares in September so Tri-Delta will be offering free fares since they cannot do ½ price fares. She mentioned there is still a surplus so there will not be a negative budgetary consequence. She shared Tri-Delta is returning to in-person Board meetings by September 30, and Ken Gray was elected Chair and she was elected Vice Chair. She reported she attended many Livable California meetings dealing with SB 9 and SB 10 and there is a lot of representation for keeping local control. She made a request for a future agenda item for a work session for the Council to discuss their social media platform and work with each other to ensure they are not getting people unduly upset about things not actually happening.

Councilmember Meadows commented that Councilmember Fuller mentioned COVID grant relief and he thinks it may be run by EDD because it is not run very well; it is terrible. He reported he attended TRANSPLAN/ECCRFA/HWY4 Bypass Authority meetings last month and the meetings have been canceled meeting for July so next meetings will be held in August. He also reported he will attend the MCE Board meeting this week.

Vice Mayor Pope seconded the request for a future agenda item for an integrity or ethics discussion or cooperative spirit of working together work session.

Mayor Higgins commented she also supports that. She mentioned there was a lot of social media attention and misunderstanding. She reported she attended the Tri-Delta Transit meeting and nominated Councilmember Williams for Vice Chair. She mentioned she had meetings with Supervisor Diane Burgis regarding Oakley's low vaccination rate and if anyone has 5 or more people wanting a vaccine, a mobile unit can be arranged with the County and you can have a vaccine party. She mentioned she attended a meeting with police and Fire at Summer Lake regarding fire and escape routes. She announced food distribution will occur again at St. Anthony on Saturday, 9 a.m.-11 a.m.

7) WORK SESSIONS

7.1 Discussion regarding a proposed commercial project on portions of City-owned parcels at 3540 and 3570 Main Street (Joshua McMurray, Interim City Manager and Kevin Rohani, P.E., Public Works Director/City Engineer)

Interim City Manager Joshua McMurray presented the staff report. He mentioned the property owner wants to purchase a train caboose and has multiple options for what it can be. He mentioned after the staff report was submitted, Ms. Del Barba discussed the value of the property.

Juli Del Barba spoke and mentioned when remodeling the Bistro building, she and her contractor spoke about a project next to the Bistro to bring character to the Downtown. She explained it wasn't feasible in 2019, then in 2020 COVID hit, so she is bringing it forth now. She mentioned a caboose to the area is different, she located a red Santa Fe caboose and reached out to the Bistro owners to potentially allow them to run the caboose as an extension of their business or seasonal wine pouring under their business. She mentioned there is no formal agreement yet. She shared the caboose compliments the plaza area and can be used for seasonal wine pours in a quaint unique setting to that area being that the train platform will be in that vicinity.

Councilmember Meadows inquired if there will there be seating inside or outdoor seating.

Ms. Del Barba responded that the interior can only be operated by business owners; the inside structure doesn't allow for ADA. She said potentially they could get ADA compliance since it is small. She mentioned an ADA ramp and exterior hardscape would be compliant. She mentioned if the interior allows for ADA, customers possibly could be served inside and it is something she can research.

Councilmember Fuller commented he likes the design, appreciates ADA consideration, and the square footage inside appears to be small.

Ms. Del Barba commented that is why she thinks ADA compliance is better for the exterior and she is leaning toward the interior not being ADA compliant because of size.

Councilmember Williams commented she loves the idea of bringing a unique idea to Oakley and brings its history. She expressed she prefers the second scheme because it is a better use of space and look. She mentioned Oakley has not yet been able to have a wine room open; this falls back to the history of Oakley and would add to its character.

Councilmember Meadows commented he also prefers concept 2.

Vice Mayor Pope commented he is favor of it and the City should offload as many properties as it can. He mentioned he supports either design and loves the concept; it is an attraction to the City.

Mayor Higgins commented it sounds good and she has the Council's support.

Ms. Del Barba shared the project work has to be meaningful to her; it is not originally what she wanted to do, but the caboose will be a draw and if she can get multiple aspects of it, it will be a great added feature for Oakley. She mentioned she looks forward to moving forward.

7.2 Zoning Ordinance Work Session to Discuss Potential Development Regulations, Performance Standards, and/or Operational Standards for Drive-Through Restaurants, Carwashes, Gas Stations, and Self-Storage (Ken Strelo, Principal Planner)

Mayor Higgins commented she lives in the red zone and it is apparently a privileged area. She asked principal Planner Ken Strelo if the red zone is privileged.

Mr. Strelo responded the staff report does not talk about the red zone being a privileged area. He presented the staff report.

Mayor Higgins commented that the air district offers money toward EV charging stations which is a great way to incentivize the 2035 goal.

Councilmember Meadows inquired if staff is looking at placing EV charging station at the new parking lot behind La Costa and Skipolinis.

Interim City Manager Joshua McMurray commented staff has been talking with MCE as they offer the same and they are ready to incorporate into the design.

Councilmember Meadows suggested staff also talk to Tesla. He commented he doesn't see waiting for a spot to charge a car, but it makes sense if drivers could go to eat while letting their car charge.

Councilmember Fuller commented San Francisco City Hall is a good example of the EV set up, but we need to make sure people don't use them as parking spaces. He inquired if there is a city-wide basis for the uses.

Mr. Strelo responded the uses can be looked at City-wide or special zoning districts.

Councilmember Fuller inquired if this is a special zoning district.

Mr. Strelo responded it is specific, but uses allowed in specific zoning districts could be looked at.

Councilmember Fuller commented that the minutes from the previous meeting reference a diagram and red zone. He inquired if a diagram was given that had a red zone.

Mr. Strelo responded that a diagram was provided to staff with a red zone but it wasn't included in the staff report. He mentioned staff didn't come upon any examples that would have something in place like the red zone; examples he found measured distances.

Councilmember Fuller suggested citywide measuring of distances and impacts.

Councilmember Williams mentioned drive-through restaurants and asked about saturation thresholds. She mentioned she doesn't want certain areas of the City to lack what is needed, but still universally apply saturation threshold standards. She inquired if a CUP would be possible for overlays or is it all or nothing.

Mr. Strelo responded that with saturation, staff looks at how many uses can be within proximity of each other and it could be a conflict to regulate a certain use in specific zone as it can be setting precedent in other parts of the City of similar zoning.

Councilmember Williams commented it is not conventional, but other cities encourage developers to encourage local small business owners to become part of a complex. She inquired if there is anything Oakley can include in zoning to encourage the same. She mentioned sometimes there is a barrier to entry and some developers are throwing amazing deals such as in Pleasant Hill. She mentioned tenant improvements are being done in conjunction with development.

Mr. Strelo thanked her for the Pleasant Hill example and staff can research.

Mr. McMurray commented that they probably don't want to differentiate between uses in terms of users in the zoning code, but economic development is a way to approach it, and making the Downtown Façade Improvement Program a City-wide program would help small businesses.

Vice Mayor Pope suggested being careful about picking and choosing businesses. He shared he likes the concept of saturation so uses are distributed throughout the City and spread out so there are no clusters. He mentioned gas stations are naturally near commuting corridors, but the City could limit them to 2 on 4 corners, for example. He mentioned he likes a minimum distance to sensitive areas such as schools and child care, measuring the distance from the confine of that business. He also mentioned he likes limiting hours for noise reduction, he has been asking for litter control and would like to see it worked in, he likes the idea of self-storage in light industrial as it is more fitted to that area, unless the project has frontage of businesses like on Main. He mentioned he would like to see more store frontage as it helps with the barrier of entrance of small businesses and they want to move into existing space. He shared he does not want to require gas stations to have EV stations, but he would like to require gas stations to offer diverse fuel such as natural gas or propane fuel, or EV. He agreed with Councilmember Meadows to pair EV charging stations with a use like a restaurant or coffee shop; it makes more sense there than at a gas station. He mentioned he likes demand analysis to know the occupancy of existing businesses and to know the demand of certain types of businesses. He mentioned if they can demonstrate demand and use by Oakley residents, it may justify that type of business.

Councilmember Fuller referred back to EV charging stations at San Francisco City Hall and mentioned he also has no problem to require gas stations to have them. He mentioned he likes social equity and justice throughout the community based upon distance from other businesses. He shared he is interested in getting economic development going and an economic base in the City to attract businesses. He expressed he is very happy about Ms. Delgado coming on board and hopes she talks with people about the lot near Main Street. He mentioned he is very sorry to hear tenants have difficulty finding space. He mentioned Oakley is a unified city and he wants to keep it that way.

Councilmember Meadows commented there is a lack of space for businesses and he would like to encourage economic development throughout the whole City and encourage business, not limit it. He mentioned Oakley has approximately 11.3 sq. ft. of space per resident and if additional self-storage space want to come here because they believe there is demand, he doesn't want to limit them to light-industrial because the world of retail is changing and Oakley has a lot of commercial land which he doesn't believe Oakley will see all that commercial land developed. He mentioned restriction to light-industrial will take away from job creating ground for future logistics center and jobs will not be created. He mentioned he believes in saturation because gas stations on 4 corners and at arterials are put there because that is where commuters are. He mentioned there are 6 QSR's for almost 45,000 people in Oakley. He expressed he knows there is opposition to McDonald's and he does not eat it, but the population does. He mentioned the Council can regulate where it goes, but doesn't want to see picking winners and losers in the QSR industry. He commented he would like to know what the City's litter pick-up plan is because the backyard of his office accumulates the City's litter. He mentioned it was suggested to have part of commercial developments set aside for local business and he is not into telling commercial developers they must have a percentage of local

businesses because there is a good chance a building won't be built if financing is pending on a lender looking at a local mom and pop shop rather than a national retailer.

Public Comments

A written comment was submitted by Chad Marquardt whom opposes another gas station, fast food restaurant, car wash and storage use as they do improve the city's appeal or quality of life of residents and an overabundance exists within the city already.

Written comment was submitted by Michael Stewart whom indicated a red zone is not needed to create privileged neighborhoods. He suggested approval of gas stations, fast food and mini marts be considered on an individual basis according to the needs of the neighborhood.

*8899 Lindsey Waters wanted to comment on item 7.1 as there was no opportunity for it during the item. She expressed appreciation to the Del Barba family for their talent and energy for keeping Oakley's charm. She wanted Ms. Del Barba to know she has encouragement from the community for her project; the Bistro is beautiful and future projects will likely continue that trend. Regarding item 7.2, she agreed with many comments including limiting distances from schools, limiting hours to keep quality of life for residents and protecting investment in their homes, having light industrial zoned for self-storage, property rights of owners, limiting saturation of business sites. She suggested there be discussion on what Pleasant Hill is doing.

*0459: The caller mentioned the Council is required by law that public comment be allowed for every item on the agenda, these are hearings, and the public have meaningful participation during time where can be part of discussion or influence decision. He mentioned the City Attorney should ensure this is happening. He agreed with Lindsay Waters regarding her comments on the Del Barba's and how much they have given to the City. He mentioned Councilmember Meadows should consider the multiplier effect in that every dollar spent in Oakley can be multiplied by 3. He inquired where is this going and why the Council is talking about 4 different zoning concepts. He asked why staff is not asking the public what they want to discuss and what is important for its growth. He expressed appreciation to them listening and hopes change made and the public is not ignored.

Mr. Strelo mentioned there was mixed feedback on light industrial. He asked if there is consensus which direction staff should take.

Councilmember Meadows inquired if there was a study 2 years ago looking at commercial areas and it was found there was excess commercial land than what was needed. He inquired if light-industrial was specifically looked at.

Mr. McMurray responded it was mainly commercial.

Councilmember Meadows commented Oakley had too much land allocated for commercial. He mentioned he would protect light-industrial for those jobs and keep money local. He mentioned it is important to create jobs in Oakley. He mentioned what is decided with these 4 categories can impact other business generating categories and it should be looked at as a whole.

Mr. Strelo asked if he would prefer staff look at an approach that would avoid those areas and look at mixed-use and square footage.

Vice Mayor Pope indicated it would be good to revisit that study because there have been some changes since then. He mentioned commercial is never going to the same again because of online sales but maybe convert some of the commercial into residential business for corner store opportunity near residential.

Councilmember Fuller mentioned the state legislators may say to take commercial and turn it into residential without the City having much say. He went back to the distance, how many are near each other, if they are spread out, and find more equitable basis. He mentioned economic development means a lot.

Councilmember Meadows mentioned Councilmember Fuller makes a good point; if the City loses all commercial space due to state regulations, the City still needs space to have business that cannot be done online so the state can create issues for all communities.

Mr. McMurray indicated staff will come back with ordinances drafted to discuss specific regulations.

Councilmember Meadows requested staff look at what Pleasant Hill is doing.

8) CLOSED SESSION

None.

9) ADJOURN

There being no further business, the meeting was adjourned at 11:13 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

OAKLEY
CALIFORNIA

STAFF REPORT

Date: August 10, 2021

To: Josh McMurray, Interim City Manager *Approved and Forwarded to the City Council*

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

Subject: Authorize the Interim City Manager to execute a Construction Agreement with McNabb Construction, Inc. for the Construction of Capital Improvement Project Number 248 – Holly Creek Park Restroom Construction Project

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Background and Analysis

The City's adopted FY 2021/22 Capital Improvement Program (CIP) Budget designates funding for various infrastructure 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 for our residents.

The demand for City of Oakley recreational fields continues to grow, particularly for organized sports such as the Baseball and Soccer leagues. The field at Holly Creek Park is one of the favorite and highly sought after fields in Oakley for leagues to play their sporting activities. This park does not currently have any restroom facilities, which necessitates the placement of portable toilets at this park. This approach has created many operational and sanitary issues and is not a sustainable solution to address the need for a public restroom facility.

This project will construct a permanent restroom facility at Holly Creek Park similar to the restroom facility that was constructed at the Koda Dog Park. In addition, a water fountain will be constructed to complement the new restroom facility.

On July 13, 2021, four (4) bids were received for this project. Staff reviewed the bids and determined that McNabb Construction, Inc. was the lowest responsible entity and most responsive to the City's bid process. The construction of this project is anticipated to start in September 2021 and completed by December 2021.

Fiscal Impact

The funding for this project is allocated from the Park Impact Fee and Developer Contribution.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the construction agreement with McNabb Construction, Inc. for the construction of CIP Project Number 248 – Holly Creek Park Restroom Construction Project and to authorize the Interim City Manager to enter into an agreement for a not to exceed amount of $235,298.

Additionally, due to variables associated with construction projects, and to address unforeseen circumstances during the course of construction; staff further recommends that the City Council authorize staff to execute future change orders to the construction contract as necessary in an amount not to exceed $30,000 for work beyond what is defined in the project bid.

Attachments

1) Resolution
2) Bid Summary

RESOLUTION NO.___-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONSTRUCTION AGREEMENT WITH MCNABB CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE HOLLY CREEK PARK RESTROOM CONSTRUCTION PROJECT – CAPITAL IMPROVEMENT PROJECT NUMBER 248

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

WHEREAS, Project Number 248 is to install a restroom building at Holly Creek park; and

WHEREAS, the plans, specifications and special provisions were publicly advertised for bidding, with the bid period closing at 2:00 P.M. on Tuesday, July 13, 2021; and

WHEREAS, four (4) bids were received prior to the close of the bidding process; and

WHEREAS, McNabb Construction, Inc. submitted the lowest responsible bid for a total amount of $235,298 for the work; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Agreement with McNabb Construction, Inc. for the construction of the Holly Creek Park Restroom Construction Project - CIP 248, for an amount not to exceed $235,298 is approved, and the Interim City Manager is hereby authorized to execute said Agreement and change orders in an amount not to exceed $30,000 as necessary.

PASSED, APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

City of Oakley Public Works Department
Holly Creek Park Restroom Construction Project CIP #248
Certified Bid Tabulation Bid opening: July 13, 2021 at 2:00 P.M. at the Civic Center

				Engineers Estimate		McNabb Construction		Kerex Engineering		E.E. Gilbert Construction Inc		GradeTech Inc.	
						3527 MT. Diablo Blvd No. 30		4941 Pacheco Blvd.		155 Howe Road		P.O. Box 1728	
						Lafayette, Ca. 95695		Martinez, Ca. 94553		Martinez, Ca. 94553		San Ramon, Ca 94583	
Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*
1	Holly Creek Park Restroom Construction Project	1	LS	160,000.00	$160,000.00	235,298.00	235,298.00	275,000.00	275,000.00	297,500.00	297,500.00	388,800.00	388,800.00
					$160,000.00		**235,298.00**		275,000.00		297,500.00		388,800.00

This certifies that all bids were received and opened on July 13, 2021, and that this is a copy of the bid tabulation with bids corrected for errors in addition and multiplication. By:

OAKLEY
CALIFORNIA

STAFF REPORT

Date: August 10, 2021

To: Josh McMurray, Interim City Manager *Approved and Forwarded to the City Council*

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

Subject: Authorize the Interim City Manager to execute a Construction Agreement with Martell Water Systems, Inc. for the Construction of Capital Improvement Project Number 265 – Irrigation Well Installation Project at the City's Freedom Basin

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Background and Analysis

The City's adopted FY 2021/22 Capital Improvement Program (CIP) Budget designates funding for various infrastructure 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 for our residents.

In the past the City has used the water from an irrigation well located at Freedom High School, which is property that is owned by the Liberty Union High School District (LUHSD). The City has used this well to irrigate the City's Freedom Basin. There has been numerous breakdowns on this well and its pump system each year, resulting in damaged turf and landscaping that cannot be irrigated in the hot summer months to provide the massive amount of irrigation water needed for this field.

City staff has tried to work with the LUHSD to keep this well and pump system operational; however, we have not been able to reach a resolution. It is not sustainable for the City to operate with this irrigation well and its instability.

This project will install a new irrigation well on City property adjacent to O'Hara Avenue next to the City owned storm drain basin, more commonly known as Freedom Basin. This new well will provide the City with an independent, stable, and continuous source of water to irrigate the large field that is used by an assortment of leagues for sporting activities. In addition, the new well will provide irrigation water for the large areas of landscaping on City property.

Staff has worked over the past few weeks with Martell Water Systems, Inc., to develop a proposal for the design and construction of an irrigation well and pump system that can accommodate this project's needs. Martell Water Systems, Inc. specializes in installing irrigation wells and pump systems in the East Contra Costa County region. Martell Water Systems, Inc. has successfully worked on other City irrigation well projects; such as the Recreation Center and the Dog Park sites, as well as numerous other wells throughout this

region. It is anticipated that the construction of this project will start in August, so the new well will be ready for the start of the irrigation season in 2022.

Fiscal Impact
The funding for this project is allocated from the Facilities Fund.

Staff Recommendation
Staff recommends that the City Council adopt the resolution approving the proposal with Martell Water Systems, Inc. for the construction of CIP Project Number 265 – Irrigation Well Installation Project at the City's Freedom Basin and to authorize the Interim City Manager to enter into an agreement for a not to exceed amount of $143,298.01.

Attachments
1) Resolution
2) Martell Water Systems, Inc. Proposal

RESOLUTION NO.XX-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONSTRUCTION AGREEMENT WITH MARTELL WATER SYSTEMS, INC. FOR THE CONSTRUCTION OF AN IRRIGATION WELL INSTALLATION PROJECT AT THE CITY'S FREEDOM BASIN – CAPITAL IMPROVEMENT PROJECT NUMBER 265

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

WHEREAS, Project Number 265 is to install an irrigation well at the City's Freedom Basin; and

WHEREAS, staff solicited a proposal from Martell Water Systems, Inc. who specialize in the construction of irrigation wells in the east Contra Costa County region for the construction of this project; and

WHEREAS, Martell Water Systems, Inc. has submitted a comprehensive proposal for the construction of CIP Project Number 265 for an amount not to exceed $143,298.01; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby approves the proposal from Martell Water Systems, Inc. for the construction of CIP Project Number 265 for an amount not to exceed $143,298.01, in the form attached hereto as Exhibit A, and authorizes the Interim City Manager to execute said agreement.

PASSED, APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

Martell Water Systems, Inc.
1818 Loveridge Road
Pittsburg, CA 94565
925-432-4282

Estimate

Date	Estimate #
6/3/2021	49129

Name / Address	Job Location
City of Oakley 3231 Main Street Oakley, CA. 94561	Freedom Basin Park O'Hara Ave & Neroly Rd Oakley, CA 94561

Phone Number	925-685-7003 Kevin Rohoni
Terms	Net 30 days

Proposal By:	

Description	Qty	Rate	Total
To drill a new 8" diameter water well 260' and pump system. Based on 300 GPM at 80 PSI.			
Bond Fees	1	3,750.00	3,750.00
Mobilize & De-Mobilize Equipment	1	15,000.00	15,000.00
8" Diameter Test hole	260	30.00	7,800.00
E-Log of Test Hole	1	4,800.00	4,800.00
Reaming and Installation of 20" .250 wall conductor casing. Grout in place.	60	65.00	3,900.00
Ream bore to 18" diameter	200	45.00	9,000.00
Install 8" diameter PVC casing and .032 screen.	260	7.25	1,885.00
Install Sand Pack	200	22.50	4,500.00
Air Lift Development (Hourly) 8 Hour Min Charge	8	350.00	2,800.00
Install annular seal (Sand Cement Grout) based on 60'	1	3,750.00	3,750.00
Containment - hauling of drill cuttings and mud. (To City site)	1	6,800.00	6,800.00
Materials for well drilling / construction: Prices and availability are subject to change.			
20" .250 Wall Conductor Casing	60	105.553	6,333.18
8" Well Casing SDR 17	220	40.635	8,939.70T
8" Well Casing SDR 17	40	43.8725	1,754.90T
#8 Sand (50# sacks)	560	9.625	5,390.00T
380 HT - E kwik - ZIP Centralizes 09858	18	38.88889	700.00T
8" PVC Cap	1	57.42	57.42T
Quick Gel Bentonite 50# Bag	48	15.29	733.92T
10.3 Sack Sand Slurry	10	315.00	3,150.00T
Misc. Materials and Supply's	1	650.00	650.00T

	Subtotal
	Sales Tax (8.25%)
Signature	**Total**

M.W.S. Lic. No. 510952

Martell Water Systems, Inc.
1818 Loveridge Road
Pittsburg, CA 94565
925-432-4282

Estimate

Date	Estimate #
6/3/2021	49129

Name / Address	Job Location
City of Oakley 3231 Main Street Oakley, CA. 94561	Freedom Basin Park O'Hara Ave & Neroly Rd Oakley, CA 94561

Phone Number	925-685-7003 Kevin Rohoni
Terms	Net 30 days

Proposal By:	

Description	Qty	Rate	Total
Rental Temp Fence	1	750.00	750.00T
Pump System: 25 HP 300 GPM complete with a variable speed drive, pressure tank, concrete pad and discharge plumbing.	1	38,000.00	38,000.00
Sub Contractor (Dillon Electric) to install electrical panel. INCLUDED: To supply and Install a 480V 3ph metered service pedestal, underground fed panel with circuit breakers, conduit and wire to feed a 480V 3ph knife switch disconnect. Conduit and wire to feed Water Well Control Panel. The pedestal to be mounted on a concrete pad with all Grounding requirements. Excludes: Cost for PG&E to supply electrical service to well location and any fencing. Prices subject to change without notice. Currently We are 2 -3 Months out on starting drilling projects.	1	11,028.50	11,028.50

Subtotal	$141,472.62
Sales Tax (8.25%)	$1,825.39
Total	$143,298.01

Signature _____

M.W.S. Lic. No. 510952

STAFF REPORT

DATE: August 10, 2021

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

FROM: Tim Przybyla, Finance Director

SUBJECT: **City of Oakley Quarterly Investment Report (4th Quarter FY 2020/21)**

Background and Analysis

California law and the City's Investment Policy require the City's fiscal officer to submit a quarterly investment report to the City Council at the end of each quarter. The report should contain information on all securities held, and include a statement denoting the ability of the local agency to meet its expenditure requirements for the next six months.

Fiscal Impact

City resources are organized and accounted for on a fund basis with some of those funds being restricted for specified uses and others that are unrestricted. For investment purposes, however, the funds are invested as a pool. The Investment Report for the Period Ending June 30, 2021 attached shows a combined pool balance of $78,555,886.03. In addition, the pool had combined 4th Quarter accrued interest earnings of $52,827.10. Interest for the period continues to reflect the lower rates currently being offered on safe, short-term investments.

The City is in compliance with the adopted investment policy and able to meet its expenditure requirements for the next six months.

Staff Recommendation

Staff recommends the City Council accept the investment report for the 4th Quarter of Fiscal Year 2020/21.

Attachments

1. City of Oakley Investment Report for the quarter ended June 30, 2021.

OAKLEY
CALIFORNIA

Quarterly Investment Report

For the Quarter Ended June 30, 2021

Type*	Name of Institution	Rate	Maturity****	Cost Amount	Market Value**
Investments in Wells Fargo Bank Account					
12	Overnight Sweep Investment	0.000%	6/30/2021	$ 4,480,418.17	$ 4,480,418.17
Investments with Wells Fargo Investment Advisors:					
9	Institutional Money Market	0.010%	N/A	1,814,302.40	1,814,302.40
Investments with State of California:					
3	Local Agency Investment Fund (LAIF)-City	0.330%	N/A	70,704,041.44	70,709,907.75
Investments with CalTRUST					
11	Short-Term Investment Account-City	0.018%	N/A	274,013.89	274,013.89
Total Investments Other than Bond Proceeds				**77,272,775.90**	**77,278,642.21**
Investments with Wells Fargo Trust (bond proceeds): * **					
	2012 Refunding Revenue Bonds				
9	***Government Money Market***				
	Wells Fargo Advantage Gov MM Svc	0.003%	N/A	931,930.65	931,930.65
4	***Certificates of Deposit (3)***				
	2014 Refunding Revenue Bonds				
9	***Government Money Market***				
	Wells Fargo Advantage Gov MM Svc	0.003%	N/A	350,858.21	350,858.21
Investments with USBank Trust (bond proceeds): * **					
	2016 Lease Revenue Bonds				
9	***Government Money Market***				
	USBank - First American Government Obligation	0.000%	N/A	321.27	321.27
Total Investments of Bond Proceeds				**1,283,110.13**	**1,283,110.13**
	Total All City Investments			**$ 78,555,886.03**	**$ 78,561,752.34**

Accrued Interest of Investments other than Bond Proceeds:

Wells Fargo Investment Advisors	14.91
Local Agency Investment Fund	52,812.19
Accrued Interest as of 03/31/21	$ 52,827.10

* **Type of investment** as described in Authorized Investments section of the City's adopted Investment Policy

1. U.S Government Securities	5. Bankers Acceptance	9. Money market funds
2. U.S. Government Agency Securities	6. Commercial Paper	10. Repurchase agreements
3. Local Agency Investment Fund	7. Medium term notes	11. CalTRUST Short Term Account
4. Certificates of Deposit	8. Mutual funds	12. Overnight Sweep

** **Market Valuation** for LAIF was obtained at https://www.treasurer.ca.gov/pmia-laif/mktvalue/2021/202106.pdf
Market value for all other investments was obtained from FT Interactive Data. As the City holds its investments to maturity, market value fluctuations are not significant.

*** **Investment of bond proceeds** is governed by each bond's Trust Agreement. All of the amounts with Wells Fargo Trust are debt service reserve funds. Investment income remains with the individual bond accounts.

**** With the exception of CD's, all accounts have same day or next day liquidity

The City of Oakley is in compliance with the City's annually adopted investment policy and is able to meet its operating expenditure requirements for the next six months.

Tim L Przybyla

Approved by: Tim Przybyla
Finance Director

7/28/2021
Date

STAFF REPORT

DATE: August 10, 2021

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

FROM: Tim Przybyla, Finance Director

SUBJECT: **City of Oakley as Successor Agency to the Oakley Redevelopment Agency – Quarterly Investment Report (4th Quarter FY 2020/21)**

Background and Analysis

California law and the City's Investment Policy require the Agency's fiscal officer to submit a quarterly investment report to the Agency's governing board. The report should contain information on all securities held, and include a statement denoting the ability of the local agency to meet its expenditure requirements for the next six months.

Fiscal Impact

The Investment Report for the Period Ending June 30, 2021 attached shows a balance of $1,271,632.92 in cash for operations. To increase annual cash flow savings of refunding bonds, cash reserves were applied to bond insurance with Build America Mutual (BAM). The Reserve Requirements are satisfied in face amounts of $571,000 for 2015 Bonds and $1,827,318.76 for 2018 Bonds.

The Agency is in compliance with the City's annually adopted investment policy. The tax revenues distributed to the Agency is sufficient to make the Agency's enforceable obligation payments as approved by the Department of Finance.

Staff Recommendation

Staff recommends the City Council, as the Board of the Successor Agency, accept the investment report for the 4th Quarter of Fiscal Year 2020/21.

Attachments

1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended June 30, 2021.

City of Oakley as Successor Agency to the Oakley Redevelopment Agency

Quarterly Investment Report

For the Quarter Ended June 30, 2021

Type*	Name of Institution	Rate	Maturity***	Cost Amount	Market Value
Investments in Wells Fargo Bank Account					
	Successor Agency Checking	0.160%	N/A	$ 1,271,632.92	$ 1,271,632.92
Total Investments Other than Bond Proceeds				**1,271,632.92**	**1,271,632.92**
Investments with US Bank Trust (bond proceeds): **					
	20015 A&B Tax Allocation Refunding Bonds			-	-
	2018 Tax Allocation Refunding Bonds			-	-
Total Investments of Bond Proceeds				**-**	**-**
	Total Agency Investments			**$ 1,271,632.92**	**$ 1,271,632.92**

* **Type of investment** as described in Authorized Investments section of the City's adopted Investment Policy

1. U.S Government Securities	5. Bankers Acceptance	9. Money market funds
2. U.S. Government Agency Securities	6. Commercial Paper	10. Repurchase agreements
3. Local Agency Investment Fund	7. Medium term notes	11. CalTRUST Short Term Account
4. Certificates of Deposit	8. Mutual funds	12. Overnight Sweep

** **Investment of bond proceeds** is governed by each bond's Trust Agreement. Reserve Requirements are satisfied by BAM surety policy in face amounts equal to $571,000 for 2015 Bonds and $1,827,318.76 for 2018 Bonds.

*** All Successor Agency accounts have same day or next day liquidity

The City of Oakley, as Successor Agency to the Oakley Redevelopment Agency, is in compliance with the City's annually adopted investment policy.

Tim L Przybyla

Approved by Tim Przybyla
Finance Director

7/28/2021
Date

OAKLEY
CALIFORNIA

STAFF REPORT

Date: August 10, 2021

To: Josh McMurray, Interim City Manager *Approved and Forwarded to the City Council*

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

Subject: Authorize the Interim City Manager to execute a Consultant Agreement with Freyer & Laureta, Inc. to provide Design Services for Capital Improvement Project Number 252 – Downtown Strom Drain Line J Drainage Area 29D Improvement Project

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Background and Analysis

The City's adopted FY 2021/22 Capital Improvement Program (CIP) Budget designates funding for various infrastructure 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 for our residents.

The Contra Costa County Flood District was formed in 1951 with the mission of protecting the communities throughout the county from flooding by constructing and maintaining regional flood control basins, channels, and creeks. In the past, all the flood control basins and channels that currently exist in the City of Oakley were constructed by the Contra Costa County Flood Control District. The City of Oakley was divided into various drainage areas for the purpose of flood control. Each area has its own basin, channel, and pipes for the conveyance of storm water.

Drainage Area 29D covers a large section of Oakley close to Downtown, from south of Main Street to northward, towards and under the railroad tracks and into the Vintage Parkway neighborhood. All parts of the storm drain network in this area have been constructed with the exception of a section of a storm drain pipe from Main Street in a northerly direction towards the railroad tracks between Miguel Drive and Vintage Parkway; and the storm drain along the east side of Fuschia Way. CIP Number 252 will design this section of the storm drain pipe, acquiring a 15 foot easement for placement of the storm drain pipe, and to prepare the bid documents for the construction of this project.

Staff solicited proposals from engineering consultants for this design work and received two (2) proposals in response to our request as follows:

- Freyer & Laureta, Inc. $85,400
- Bellecci & Associates, Inc. $119,054

After a review of the proposals, the design proposal submitted by Freyer & Laureta, Inc. was selected as the best suited for the design of this project.

The construction of this project will be included in the CIP budget for FY 2022/23.

Fiscal Impact

The funding for this design is allocated from the Stormwater Fund. There is also reimbursement that will be paid from the adjacent private development project for the construction of this project that will take place in FY 2022/23.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the proposal with Freyer & Laureta, Inc. for providing design services associated with CIP Number 252 – Downtown Storm Drain Line J Area 29D Improvement Project and to authorize the Interim City Manager to enter into an agreement for a not to exceed amount of $85,400.

Attachments

1) Resolution
2) Freyer & Laureta, Inc. Proposal
3) Drainage Area Map

RESOLUTION NO. XX-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONSULTING SERVICES AGREEMENT WITH FREYER & LAURETA, INC. FOR THE DESIGN SERVICES FOR THE DOWNTOWN STORM DRAIN LINE J DRAINAGE AREA 29D IMPROVEMENT PROJECT – CAPITAL IMPROVEMENT PROJECT NUMBER 252

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

WHEREAS, Project Number 252 is to install the line J storm drain line in drainage area 29D; and

WHEREAS, staff solicited proposals from engineering consultants for the design of this project; and

WHEREAS, Freyer & Laureta, Inc. has submitted a comprehensive proposal at the lowest cost for engineering final design services for CIP Project Number 252 for an amount not to exceed $85,400; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby approves the proposal from Freyer & Laureta, Inc. for the engineering design services for CIP Project Number 252 for an amount not to exceed $85,400, in the form attached hereto as Exhibit A, and authorizes the Interim City Manager to execute said agreement.

PASSED APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

FREYER & LAURETA, INC. CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS

April 24, 2021

Ms. Billilee Saengchalern, P.E.
Associate Civil Engineer
City of Oakley
Public Works Department
3231 Main Street
Oakley, CA 94561

Re: **ENGINEERING SERVICES PROPOSAL, CITY OF OAKLEY**
DOWNTOWN STORM DRAIN IMPROVEMENT PROJECT - CIP 252

Dear Ms. Saengchalern:

Thank you for the opportunity to present this proposal to you for the preparation of Plans, Specifications, and Estimates (PS&Es) for the subject project which includes the design of approximately 3,200 linear feet of 48-inch storm drain main. We understand the pipe route will start at a junction structure south of the BNSF Railway near the northwest corner of parcel 037-150-027, traverse along the west side of parcel 037-150-027, easterly on Main Street to a point of connection to an existing 48-inch storm drain that crosses Main Street. Thence from Main Street through an easement to Fuchsia Way, down Fuchsia Way, to a point of connection near the intersection of Fuchsia Way and Ashwood Drive. We propose the following Scope of Services:

Scope of Services

Task 1: Project Management and Coordination

- Project coordination, monitoring and administration.
- Attendance of project kickoff meeting, progress meetings, project coordination meetings.
- Monitor task budgets and project schedule.
- Perform quality assurance/quality control (QA/QC) activities.
- Prepare monthly progress and cost summaries report, and invoices.

Task 2: Site Investigation, Data Collection, Record Research

- Review existing records, review existing data including but not limited to ge-

ographic information system information, records, drawings, reports, maps, and other documents relevant to the limits and scope of this project.

- Coordinate with various utilities and agencies.
- Perform topographic survey along the alignment of the proposed new 48-inch storm drain. See attached figure for limits of survey scope.
- Develop design Base Map which includes utilities, estimated right-of-way, estimated easement, and estimated lot lines.

Task 3: Design Submittal (60% Design Submittal)

- Develop plan and profile sheets for the storm drain pipelines and any necessary relocation or replacement of other utility lines. Show existing utilities and proposed pipeline alignments at 1-inch equals 20 feet scale. Developed plan sheets will include civil improvements needed to accommodate the storm system improvements and landscape design.
- Prepare list of technical specifications and opinion of probable cost (engineering cost estimate).

Deliverables:
Electronic copy of the 60% design submittal shall be presented to the City for review. One meeting shall be scheduled with City staff to review the comments for the 60% design submittal.

Task 4: Final Design Submittal (100% Design Submittal)

- Incorporate the 60% Design Submittal Comments.
- Submit one set of full-size stamped and signed final drawings along with technical specifications.
- Submit one copy of final quantity calculations and engineer's construction cost estimate.
- Submit all digital files (AutoCAD, MS Word, MS Excel, etc.) for the project.

Deliverables:
One (1) hard copy and one (1) electronic copy sets of the 100% final design submittal shall be presented to the City for bid. The submittal shall include full-size

stamped and signed final drawings, contract documents and opinion of probable cost (engineering cost estimate) with line item detail.

Task 5: Construction Consultation

Construction consultation services will be provided to assist the City in obtaining construction work that is in substantial conformance to the contract documents. Our construction services will consist of the following:

- Prepare AutoCAD files for Contractor's use in staking. Control points will be highlighted on the drawing for Contractor reference.
- Review of shop drawings and other contractor submittals.
- Respond to Contractor RFI's during construction.

Proposed Fee Schedule

All work will be on a time and materials (t&m) basis, not exceed the following limits without City authorization (please review the Fee Breakdown matrix for breakdown of costs):

Task 1: Project Management and Coordination	$7,200
Task 2: Site Investigation, Data Collection, Record Research	$28,100
Task 3: Design Submittal (60% Design Submittal)	$20,400
Task 4: Final Design Submittal (100% Design Submittal)	$19,200
Task 5: Construction Consultation	$10,500
	$85,400

Items specifically excluded from this scope of work:

- Geotechnical work.
- Special studies and reports in support of any applications, permitting, etc.
- Payment of any fees for review(s), permitting, application processing, etc.
- Construction surveys.
- Shoring/Structural design.
- Traffic control plans.
- We assume that any easements needed for this project will be secured by the City of Oakley. Our proposal does not include preparation of plat and legal descriptions for easements.

Thank you again for the opportunity of submitting this proposal to you. We look forward to working with you on this project. If you have any questions, please feel free to call us.

Sincerely,
FREYER & LAURETA, INC.



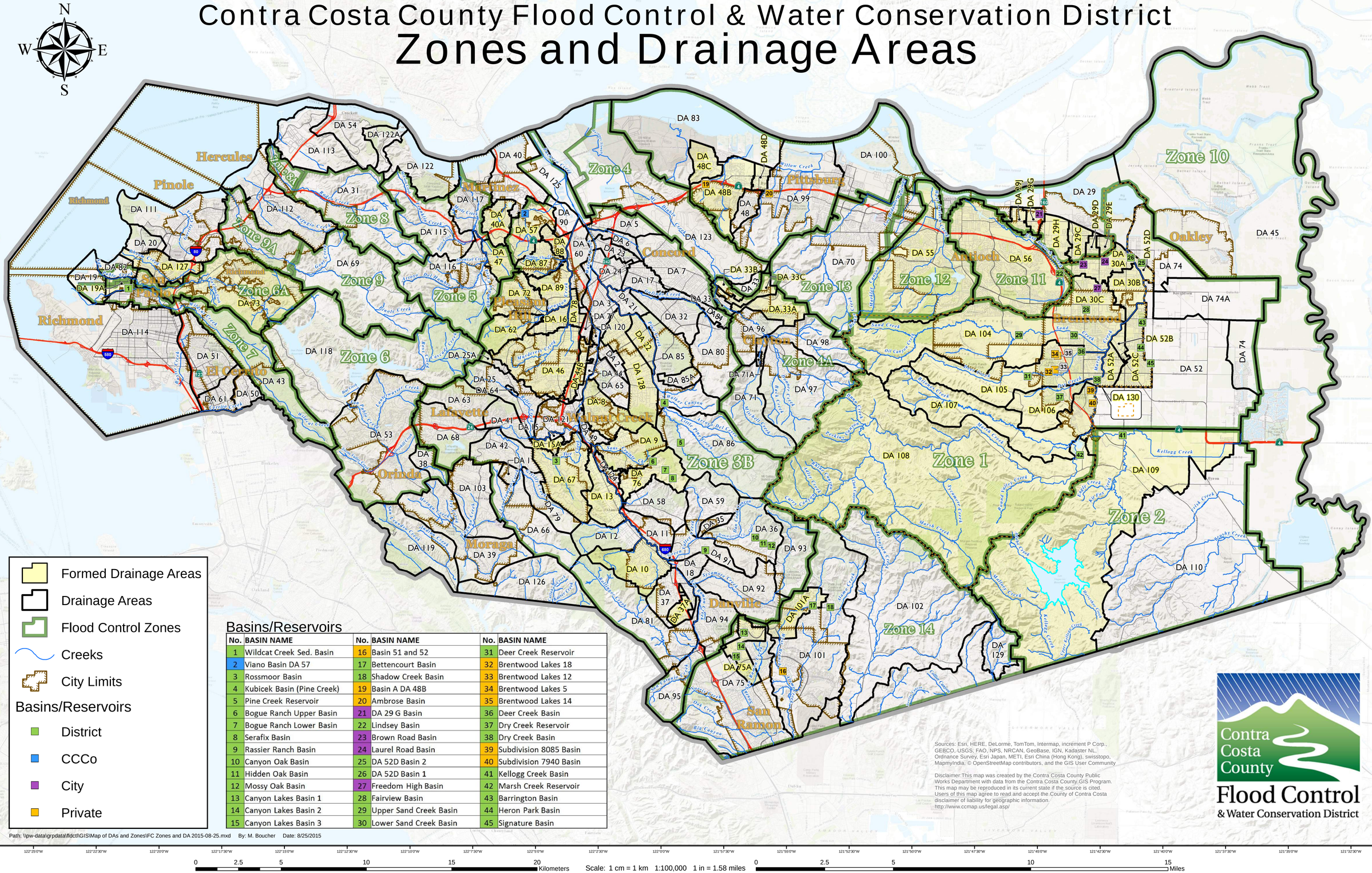
Richard J. Laureta, P.E.
President

ESTIMATED BUDGET FOR ENGINEERING DESIGN SERVICES
Downtown Storm Drain Improvement Project - CIP 252
City of Oakley, California

TASKS	ESTIMATED LABOR (Hours) Personnel & Rates ($/hr)					TOTAL LABOR COST ($)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer II	F&L Project Manager	F&L Principal		UNIT	QNTY	UNIT COST ($)	5% MARKUP ($)	TOTAL COST PER ITEM ($)	SUB TOTALS ($)
	85	350	130	205	235							
Task I: Project Management and Coordination												
Meetings				8	8	$3,520					$3,520	
Monitor budget and project schedule					2	$470					$470	
QA/QC				8	4	$2,580					$2,580	
Monthly progress and cost summary report, invoices	2				2	$640					$640	
Subtotal Labor Hours - Task I	2			16	16	**$7,210**	Estimated Cost - Task I					**$7,200**
Task II: Site Investigation, Data Collection, Record Research												
Review existing records, drawings, limits of project, field reconnaissance			8	8	2	$3,150					$3,150	
Utility Coordination			16	2		$2,490					$2,490	
Perform field investigation and survey of project area		48	8	4	2	$19,130					$19,130	
Develop design Base Map including utiliites, right of way, easements			16	4	2	$3,370					$3,370	
Subtotal Labor Hours - Task II		48	48	18	6	**$28,140**	Estimated Cost - Task II					**$28,100**
Task III: Design Submittal (60% Design Submittal)												
Prepare 60% Design			100	16	4	$17,220					$17,220	
Prepare List of Techical Specifications and Opinion of Probable Cost			8	8	2	$3,150					$3,150	
Subtotal Labor Hours - Task III			108	24	6	**$20,370**	Estimated Cost - Task III					**$20,400**
Task IV: Final Design Submittal (100% Design Submittal)												
Prepare 100% Submittal Drawings			80	12	4	$13,800					$13,800	
Prepare Updated Opinion of Probable Cost			4	2	1	$1,165					$1,165	
Prepare Technical Specifications			16	8	2	$4,190					$4,190	
Subtotal Labor Hours - Task IV			100	22	7	**$19,155**	Estimated Cost - Task IV					**$19,200**
Task V: Construction Consultation												
Review Submittals/Prepare CAD file for Contractor Staking			24	8	2	$5,230					$5,230	
Review Contractor RFIs			24	8	2	$5,230					$5,230	
Subtotal Labor Hours - Task V			48	16	4	**$10,460**	Estimated Cost - Task V					**$10,500**
Total Labor Hours	**2**	**48**	**256**	**80**	**35**	**$85,335**	**Total Estimated Cost**					**$85,400**

Contra Costa County Flood Control & Water Conservation District

Zones and Drainage Areas



Formed Drainage Areas

Drainage Areas

Flood Control Zones

Creeks

City Limits

Basins/Reservoirs

District

CCCo

City

Private

Basins/Reservoirs

No.	BASIN NAME	No.	BASIN NAME	No.	BASIN NAME
1	Wildcat Creek Sed. Basin	16	Basin 51 and 52	31	Deer Creek Reservoir
2	Viano Basin DA 57	17	Bettencourt Basin	32	Brentwood Lakes 18
3	Rossmoor Basin	18	Shadow Creek Basin	33	Brentwood Lakes 12
4	Kubicek Basin (Pine Creek)	19	Basin A DA 48B	34	Brentwood Lakes 5
5	Pine Creek Reservoir	20	Ambrose Basin	35	Brentwood Lakes 14
6	Bogue Ranch Upper Basin	21	DA 29 G Basin	36	Deer Creek Basin
7	Bogue Ranch Lower Basin	22	Lindsey Basin	37	Dry Creek Reservoir
8	Serafix Basin	23	Brown Road Basin	38	Dry Creek Basin
9	Rassier Ranch Basin	24	Laurel Road Basin	39	Subdivision 8085 Basin
10	Canyon Oak Basin	25	DA 52D Basin 2	40	Subdivision 7940 Basin
11	Hidden Oak Basin	26	DA 52D Basin 1	41	Kellogg Creek Basin
12	Mossy Oak Basin	27	Freedom High Basin	42	Marsh Creek Reservoir
13	Canyon Lakes Basin 1	28	Fairview Basin	43	Barrington Basin
14	Canyon Lakes Basin 2	29	Upper Sand Creek Basin	44	Heron Park Basin
15	Canyon Lakes Basin 3	30	Lower Sand Creek Basin	45	Signature Basin

Path: \\pw-data\grpdata\fldctl\GIS\Map of DAs and Zones\FC Zones and DA 2015-08-25.mxd By: M. Boucher Date: 8/25/2015

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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Contra Costa County Flood Control & Water Conservation District

0 2.5 5 10 15 20 Kilometers

Scale: 1 cm = 1 km 1:100,000 1 in = 1.58 miles

0 2.5 5 10 15 Miles

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: August 10, 2021

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

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

SUBJECT: Approving the Agreement with KB Homes South Bay, Inc. for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 8975 Shiloh and authorizing the Interim City Manager to execute the agreement

Background and Analysis

On March 26, 2007 the City Council adopted Resolution 38-07 conditionally approving the tentative map for Subdivision 8975, a 75-unit residential subdivision. On June 13, 2017, the City Council adopted Resolution 72-17, which extended the life of the project Tentative Map to March 26, 2020. On August 14, 2018, the City Council approved the amended Final Development Plan for 69 residential units and adopted Resolution 104-18. The developer, KB Homes South Bay, Inc. has substantially completed the conditions of approval for this development and wishes to execute the Subdivision Improvement Agreement, record the Final Map, and Grant the Sanitary Sewer Easement necessary to install the improvements of this subdivision. The Shiloh subdivision is located on the Southwest corner of Main Street and Simoni Ranch Road.

Condition 23 of the Conditions of Approval of resolution 104-18 requires the project to submit and install landscaping, including planting and irrigation within the project right-of-way.

The developer has formed an HOA for this development and wishes to have the HOA maintain the frontage landscaping.

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 8975 Shiloh and authorizing the Interim City Manager to sign the agreement on behalf of the City.

Attachments

1) Resolution
2) Location Map

3) “Agreement of Property Owner for Provision of Landscaping in the Public Right of Way” for Subdivision 8975 Shiloh

RESOLUTION NO. XX-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH KB HOMES SOUTH BAY, INC., (APN 034-650-080) FOR "AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL" FOR SUBDIVISION 8975 SHILOH LOCATED ON MAIN STREET 500 FT SOUTH OF SIMONI RANCH ROAD AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, On March 26, 2007 the City Council adopted Resolution 38-07 conditionally approving the tentative map for Subdivision 8975, a 75-unit residential subdivision. On June 13, 2017, the City Council adopted Resolution 72-17, which extended the life of the project Tentative Map to March 26, 2020. On August 14, 2018, the City Council approved the amended Final Development Plan for 69 residential units and adopted Resolution 104-18. The developer, KB Homes South Bay, Inc. has substantially completed the conditions of approval for this development and wishes to execute the Subdivision Improvement Agreement, record the Final Map, and Grant the Sanitary Sewer Easement necessary to install the improvements of this subdivision. The Shiloh subdivision is located on the Southwest corner of Main Street and Simoni Ranch Road.

WHEREAS, Condition of Approval No. 23 of resolution 104-18 requires the project to submit and install landscaping, including planting and irrigation within the project right-of-way; and

WHEREAS, the developer has formed an HOA for this development and wishes to have the HOA maintain the frontage landscaping.

WHEREAS, execution of this agreement will satisfy the requirements of the maintenance of the frontage landscaping for this development.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way Pursuant to Conditions of Approval" for the Subdivision 8975 Shiloh project in the form attached hereto as Exhibit A and authorizes the Interim City Manager to execute the agreement.

PASSED APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

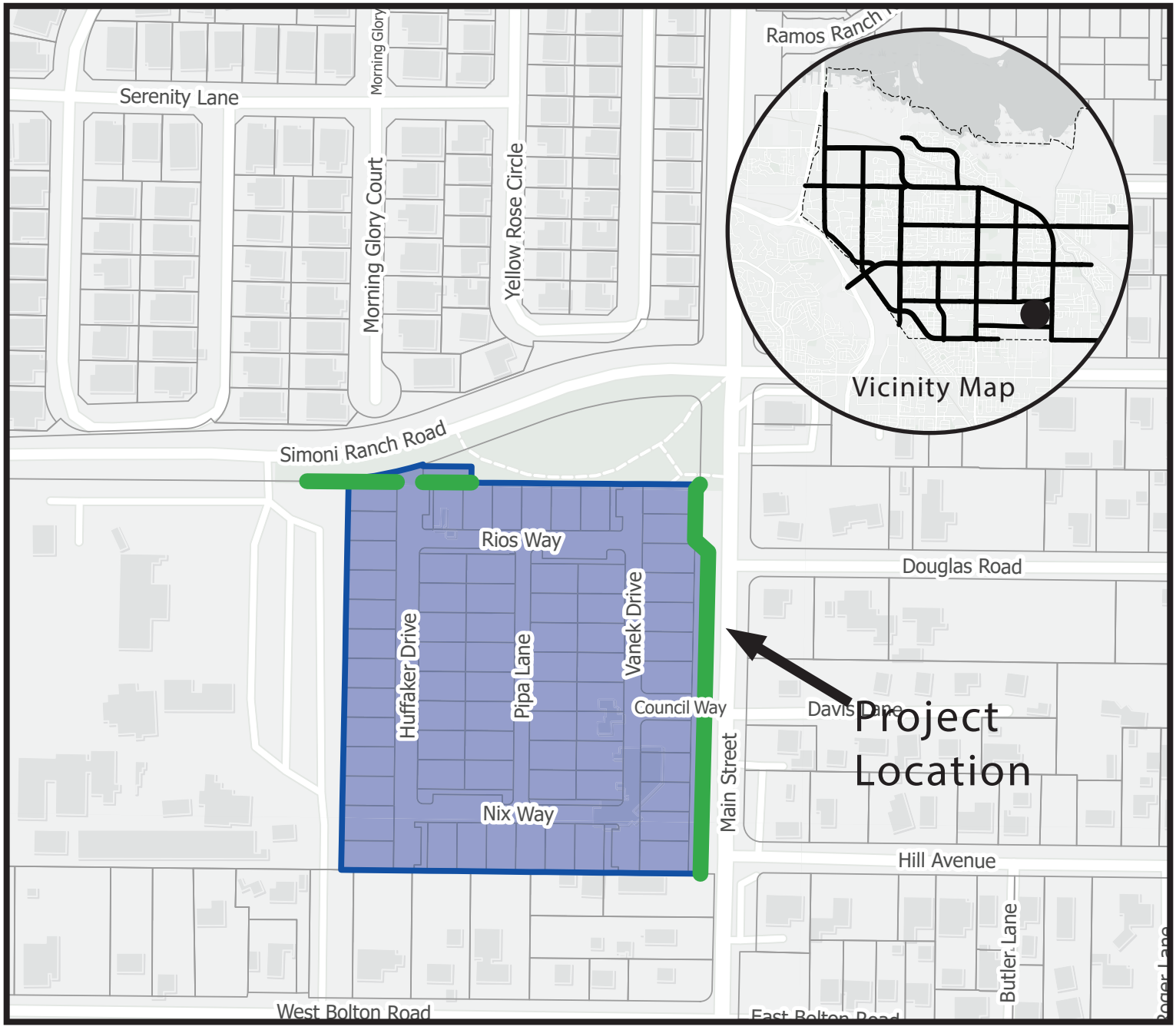
APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date



OAKLEY
CALIFORNIA

Landscape Maintenance

Main Street Frontage

Shiloh (Subdivision 8975)

Attachment 2

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

APN 034-650-080 Space above this line for Recorder's Use

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

THIS AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL (this "Landscaping Agreement") is dated as of August 10, 2021 and evidences the agreement by and between (i) KB Homes South Bay, Inc. (the "Property Owner"), as the owner of certain property located on Main Street approximately 500 feet south of Simoni Ranch Road, Oakley, California and Assessor's Parcel Number 034-650-080 within the City of Oakley, County of Contra Costa, which property that is the subject of this Landscaping Agreement (the "Property") and (ii) the CITY OF OAKLEY, a municipal corporation and general law city of the State of California (the "City").

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

Section 1. Obligations of Property Owner:

(a) This Landscaping Agreement is entered into between the parties pursuant to maintenance of the required landscaping per Condition of Approval No. 23 of Resolution 104-18 of those certain land use entitlements as described in Resolution No. 38-07, 72-17, and 104-18 of the Oakley City Council, and other applicable law, for the purpose of providing for the private maintenance and operation of certain landscaping within agreed upon areas of the public right of way. Exhibit "A" as attached hereto and incorporated herein illustrates the Property and the areas of the public right of way that are the subject of this Landscaping Agreement which are intended to be maintained by the Property Owner (the "Property Owner Landscaping Areas").

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

Section 2. Landscape Maintenance.

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

Section 3. Default by Owner; Termination by City.

The City shall have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or the furnishing of services described in Section 2 above within the Property Owner Maintenance Areas or any portion thereof following at least thirty (30) days' prior written notice from the City Engineer to the Property Owner ordering the Property Owner to perform the maintenance or furnishing of the services described in such notice as required by this Landscaping Agreement. Upon the expiration of such 30-day notice and cure period, in the event the Property Owner has not cured the default, the City Engineer shall have the right at any time thereafter to terminate this Landscaping Agreement effective upon the receipt of notice of termination by the Property Owner (as provided in Section 5(b) herein). The City Engineer shall also have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or furnishing of the services described in Section 2 within the Property Owner Maintenance Areas or any portion thereof which results in a hazardous safety situation in the professional opinion of the City Engineer, following at least 48 hours prior written notice to the Property Owner to completely cure said hazardous safety situation, and the Property Owner has failed to so completely cure (or to have commenced such cure with diligent efforts to cure) upon the expiration of such 48-hour notice and cure period. Any termination of this Landscaping Agreement may be appealed by the Property Owner to the City Manager, who shall be presented with the facts and circumstances of any alleged default together with any recommendations for the termination of this Landscaping Agreement. Upon the termination of this Landscaping Agreement by the City Engineer, the City shall thereupon undertake the regular periodic landscape maintenance and seek collection of the annual landscape maintenance amount against the Property in the same manner described above in Section 1(b).

Section 4. Reserved.

Section 5. Notices and Communications Between the Parties.

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

To City:

Public Works Director
3231 Main Street
Oakley, CA 94561

To Property Owner:

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

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

Section 6. Acceptance of Assessment Lien.

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

Section 7. Term of Agreement.

This Landscaping Agreement shall remain in full force and effect unless terminated as permitted in this Landscaping Agreement.

Section 8. City Confirmation.

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

Section 9. Non-discrimination.

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

Section 10. Entire Agreement Amendment and Termination.

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

Section 11. Attorneys' Fees.

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

Section 12. Governing Law.

This Landscaping Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Landscaping Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California.

Section 13. Indemnification and Hold Harmless.

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

Section 14. No Third Party Beneficiary Rights.

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

Section 15. Headings.

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

Section 16. Construction.

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

Section 17. Waiver.

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

Section 18. Severability.

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

Section 19. Counterparts.

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

Section 20. Corporate Authority.

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

Section 21. Covenant running with the Land.

The provisions of this Landscaping Agreement shall run with the Property and any portion thereof or interest therein, and shall be binding upon and inure to the benefit of all persons having or acquiring any interest in the Property or any portion thereof, and their respective successive owners and assigns.

Section 22. Recording.

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

Section 23. Consent.

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

[Signatures Follow On Next Page]

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

CITY OF OAKLEY

_____
Josh McMurray, Interim City Manager

ATTEST:

_____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

_____
Derek P. Cole, City Attorney

OWNER

_____
VP of Fwd Planning & Land Development
KB Homes South Bay, Inc.
Kevin Fredrickson

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

State of California
County of Contra Costa

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

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

Witness my hand and official seal.

Signature_____

Signature of Notary Public

[Acknowledgement]

[Exhibit A]

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: August 10, 2021

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

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

SUBJECT: Approving the Agreement with Meritage Homes of California for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9507 The Vines and authorizing the City Manager to execute the agreement

Background and Analysis

On September 10, 2019 the City Council adopted Resolution 106-19 approving The Vines (Subdivision 9507) project's Vesting Tentative Map (TM 06-18) and Design Review (DR 13-18) conditionally approving the tentative map for Subdivision 9507, to subdivide the 9.87 acres site into a 63-single family unit residential lot subdivision, a storm water treatment bio-retention area, and right of way dedication and frontage improvements along Oakley Road.

Condition 71 A of the Conditions of Approval requires the project to submit and install landscaping, including planting and irrigation within the project right-of-way.

Condition 71 B of the Conditions of Approval for 9507 The Vines project require the developer to enter into an agreement with the City for the maintenance of landscaping within the public right-of-way at the owner's expense.

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9507 The Vines and authorizing the Interim City Manager to sign the agreement on behalf of the City.

Attachments

1) Resolution
2) Location Map
3) "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9507 The Vines

RESOLUTION NO. XX-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH MERITAGE HOMES OF CALIFORNIA, (APN 041-340-084) FOR "AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL" FOR SUBDIVISION 9507 THE VINES LOCATED ON OAKLEY ROAD 400 FT EAST OF LIVE OAK AVENUE AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, On September 10, 2019 the City Council adopted Resolution 106-19 approving The Vines (Subdivision 9507) project's Vesting Tentative Map (TM 06-18) and Design Review (DR 13-18) conditionally approving the tentative map for Subdivision 9507, to subdivide the 9.87 acres site into a 63-single family unit residential lot subdivision, a storm water treatment bio-retention area, and right of way dedication and frontage improvements along Oakley Road.

WHEREAS, Condition of Approval No. 71 A requires the project to submit and install landscaping, including planting and irrigation within the project right-of-way; and

WHEREAS, Condition of Approval No. 71 B sets the requirement for the property owners to execute this agreement to maintain right-of-way landscaping adjacent to the site at the owner's expense; and

WHEREAS, execution of this agreement will satisfy the requirements of Condition of Approval No. 71 B; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way Pursuant to Conditions of Approval" for Subdivision 9507 The Vines project in the form attached hereto as Exhibit A and authorizes the Interim City Manager to execute the agreement.

PASSED APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

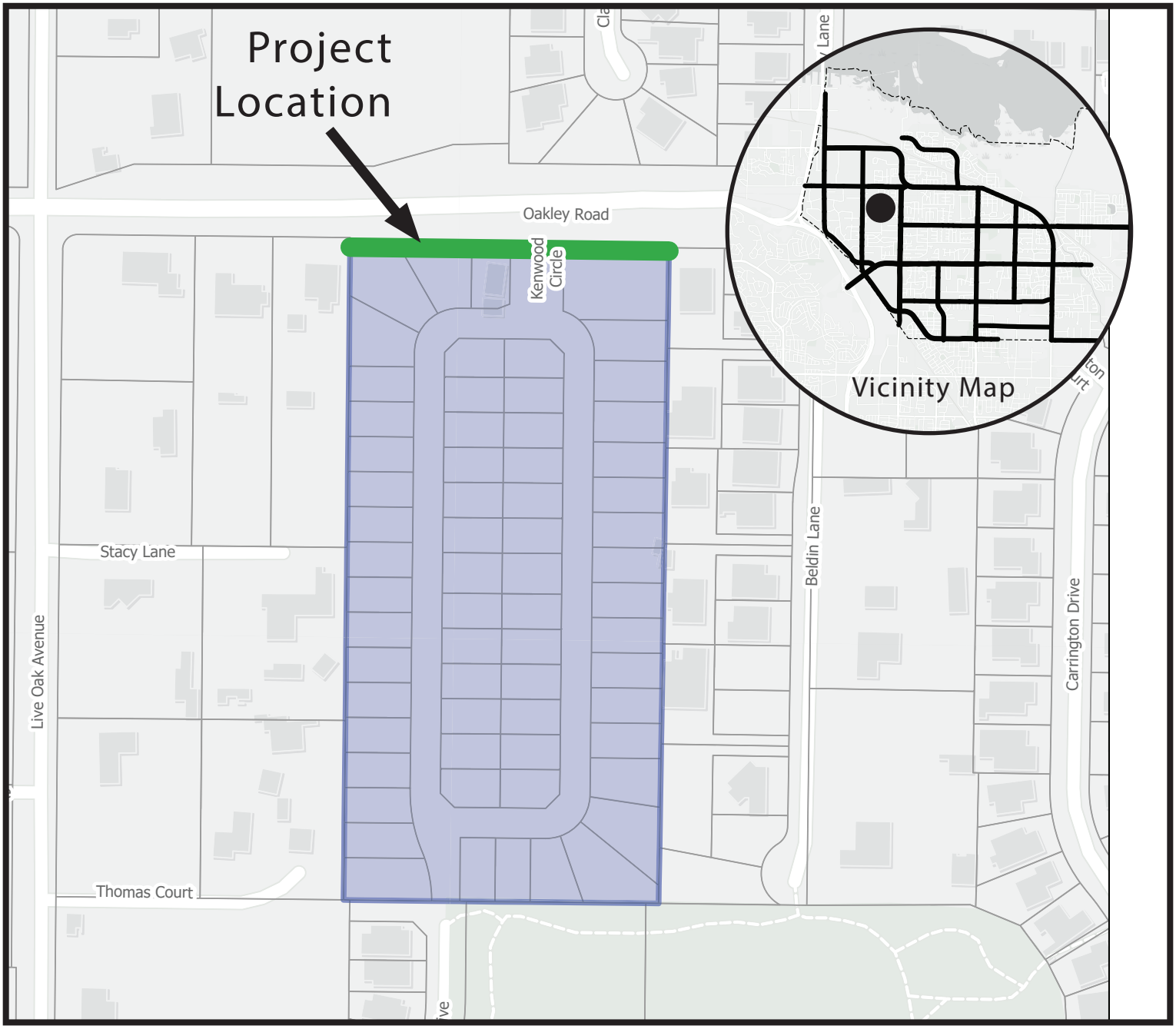
APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date



OAKLEY
CALIFORNIA

Landscape Maintenance

Oakley Road Frontage

The Vines (Subdivision 9507)

Attachment 2

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

APN 041-340-084 Space above this line for Recorder's Use

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

Subdivision 9507 The Vines

THIS AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL (this "Landscaping Agreement") is dated as of August 10, 2021 and evidences the agreement by and between (i) Meritage Homes of California (the "Property Owner"), as the owner of certain property located on Oakley Road and 400 ft east of Live Oak Avenue, Oakley, California and Assessor's Parcel Number 041-340-084 within the City of Oakley, County of Contra Costa, which property that is the subject of this Landscaping Agreement (the "Property") and (ii) the CITY OF OAKLEY, a municipal corporation and general law city of the State of California (the "City").

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

Section 1. Obligations of Property Owner:

(a) This Landscaping Agreement is entered into between the parties pursuant to Condition of Approval No. 71 of those certain land use entitlements as described in Resolution No. 106-19 of the Oakley City Council, and other applicable law, for the purpose of providing for the private maintenance and operation of certain landscaping within agreed upon areas of the public right of way. Exhibit "A" as attached hereto and incorporated herein illustrates the Property and the areas of the public right of way that are the subject of this Landscaping Agreement which are intended to be maintained by the Property Owner (the "Property Owner Landscaping Areas").

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

Section 2. Landscape Maintenance.

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

Section 3. Default by Owner; Termination by City.

The City shall have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or the furnishing of services described in Section 2 above within the Property Owner Maintenance Areas or any portion thereof following at least thirty (30) days' prior written notice from the City Engineer to the Property Owner ordering the Property Owner to perform the maintenance or furnishing of the services described in such notice as required by this Landscaping Agreement. Upon the expiration of such 30-day notice and cure period, in the event the Property Owner has not cured the default, the City Engineer shall have the right at any time thereafter to terminate this Landscaping Agreement effective upon the receipt of notice of termination by the Property Owner (as provided in Section 5(b) herein). The City Engineer shall also have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or furnishing of the services described in Section 2 within the Property Owner Maintenance Areas or any portion thereof which results in a hazardous safety situation in the professional opinion of the City Engineer, following at least 48 hours prior written notice to the Property Owner to completely cure said hazardous safety situation, and the Property Owner has failed to so completely cure (or to have commenced such cure with diligent efforts to cure) upon the expiration of such 48-hour notice and cure period. Any termination of this Landscaping Agreement may be appealed by the Property Owner to the City Manager, who shall be presented with the facts and circumstances of any alleged default together with any recommendations for the termination of this Landscaping Agreement. Upon the termination of this Landscaping Agreement by the City Engineer, the City shall thereupon undertake the regular periodic landscape maintenance and seek collection of the annual landscape maintenance amount against the Property in the same manner described above in Section 1(b).

Section 4. Reserved.

Section 5. Notices and Communications Between the Parties.

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

To City:

Public Works Director
3231 Main Street
Oakley, CA 94561

To Property Owner:

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

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

Section 6. Acceptance of Assessment Lien.

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

Section 7. Term of Agreement.

This Landscaping Agreement shall remain in full force and effect unless terminated as permitted in this Landscaping Agreement.

Section 8. City Confirmation.

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

Section 9. Non-discrimination.

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

Section 10. Entire Agreement Amendment and Termination.

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

Section 11. Attorneys' Fees.

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

Section 12. Governing Law.

This Landscaping Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Landscaping Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California.

Section 13. Indemnification and Hold Harmless.

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

Section 14. No Third Party Beneficiary Rights.

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

Section 15. Headings.

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

Section 16. Construction.

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

Section 17. Waiver.

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

Section 18. Severability.

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

Section 19. Counterparts.

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

Section 20. Corporate Authority.

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

Section 21. Covenant running with the Land.

The provisions of this Landscaping Agreement shall run with the Property and any portion thereof or interest therein, and shall be binding upon and inure to the benefit of all persons having or acquiring any interest in the Property or any portion thereof, and their respective successive owners and assigns.

Section 22. Recording.

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

Section 23. Consent.

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

[Signatures Follow On Next Page]

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

CITY OF OAKLEY

_____
Josh McMurray, Interim City Manager

OWNER

_____
Jeremy Goulart
VP Land Acq and Development
Meritage Homes of California

ATTEST:

_____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

_____
Derek P. Cole, City Attorney

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

State of California
County of Contra Costa

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

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

Witness my hand and official seal.

Signature_____

Signature of Notary Public

[Acknowledgement]

[Exhibit A]

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: August 10, 2021

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

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

SUBJECT: Approving the Agreement with Meritage Homes of California for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9503 Alicante and authorizing the Interim City Manager to execute the agreement

Background and Analysis

On March 26, 2019, the City Council adopted Resolution 49-19 approving The Village at Main (Subdivision 9503) project's Vesting Tentative Map (TM 03-18) and Design Review (DR 06-18) conditionally approving the tentative map for Subdivision 9503, to subdivide the 21.3 acres site consisting of 5 parcels (APN's 037-100-013, 037-100-019, 037-100-023, 03-100-049 and 037-100-048) into 154-single family unit residential subdivision. The subdivision is located on Main Street approximately 1,000 feet east of Live Oak Avenue.

Condition 84 of the Conditions of Approval requires the project to submit and install landscaping, including planting and irrigation within the project right-of-way.

Condition 85 of the Conditions of Approval for 9503 Alicante project require the developer to; maintain the landscape improvements fronting the subdivision. The developer has formed an HOA for this development and wishes to have the HOA maintain the frontage landscaping.

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9503 Alicante and authorizing the Interim City Manager to sign the agreement on behalf of the City.

Attachments

1) Resolution
2) Location Map
3) "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for Subdivision 9503 Alicante

RESOLUTION NO. __-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH MERITAGE HOMES OF CALIFORNIA, (APN 037-610-161 AND 037-610-162) FOR "AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL" FOR SUBDIVISION 9503 ALICANTE LOCATED ON MAIN STREET, 740' EAST OF LIVE OAK AVENUE AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, On March 26, 2019, the City Council adopted Resolution 49-19 approving The Village at Main (Subdivision 9503) project's Vesting Tentative Map (TM 03-18) and Design Review (DR 06-18) conditionally approving the tentative map for Subdivision 9503, to subdivide the 21.3 acres site consisting of 5 parcels (APN's 037-100-013, 037-100-019, 037-100-023, 03-100-049 and 037-100-048) into 154-single family unit residential subdivision. The subdivision is located on Main Street approximately 1,000 feet east of Live Oak Avenue.

WHEREAS, Condition of Approval No. 84 requires the project to submit and install landscaping, including planting and irrigation within the project right-of-way; and

WHEREAS, Condition of Approval No. 85 sets the requirement for the property owners to execute this agreement to maintain right-of-way landscaping adjacent to the site at the owner's expense; and

WHEREAS, execution of this agreement will satisfy the requirements of Condition of Approval No. 85; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way Pursuant to Conditions of Approval" for Subdivision 9503 Alicante project in the form attached hereto as Exhibit A and authorizes the Interim City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th of August, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

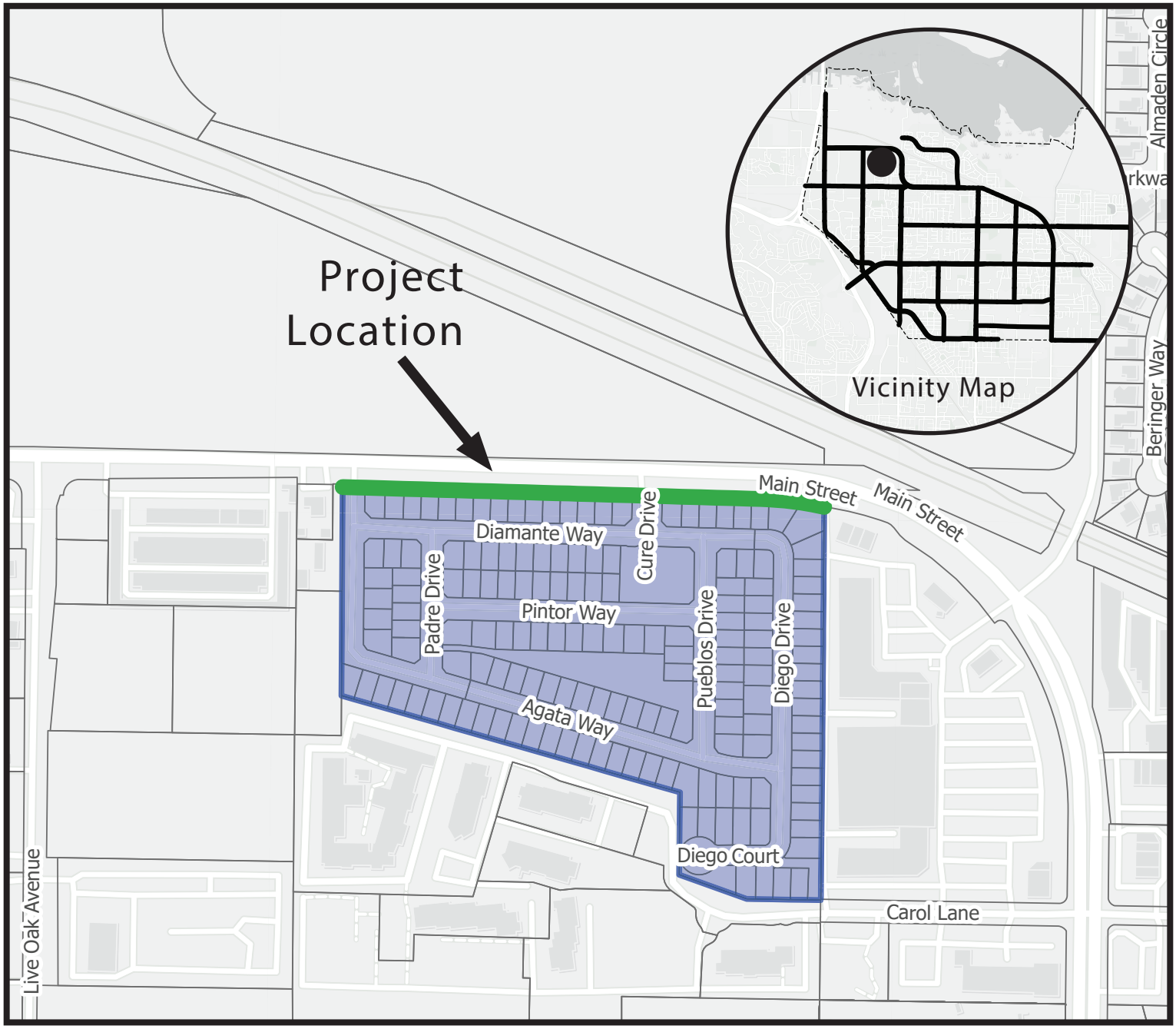
APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date



OAKLEY
CALIFORNIA

Landscape Maintenance

Main Street Frontage

Alicante (Subdivision 9503)

Attachment 2

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

APN 037-610-161, 037-610-162 Space above this line for Recorder's Use

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

Subdivision 9503 Alicante

THIS AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL (this "Landscaping Agreement") is dated as of August 10, 2021 and evidences the agreement by and between (i) Meritage Homes of California (the "Property Owner"), as the owner of certain property on Main Street 740' east of Live Oak Avenue, Oakley, California and Assessor's Parcel Number 037-610-161 and 037-610-162 within the City of Oakley, County of Contra Costa, which property that is the subject of this Landscaping Agreement (the "Property") and (ii) the CITY OF OAKLEY, a municipal corporation and general law city of the State of California (the "City").

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

Section 1. Obligations of Property Owner:

(a) This Landscaping Agreement is entered into between the parties pursuant to Condition of Approval No. 85 of those certain land use entitlements as described in Resolution No. 49-19 of the Oakley City Council, and other applicable law, for the purpose of providing for the private maintenance and operation of certain landscaping within agreed upon areas of the public right of way. Exhibit "A" as attached hereto and incorporated herein illustrates the Property and the areas of the public right of way that are the subject of this Landscaping Agreement which are intended to be maintained by the Property Owner (the "Property Owner Landscaping Areas").

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

Section 2. Landscape Maintenance.

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

Section 3. Default by Owner; Termination by City.

The City shall have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or the furnishing of services described in Section 2 above within the Property Owner Maintenance Areas or any portion thereof following at least thirty (30) days' prior written notice from the City Engineer to the Property Owner ordering the Property Owner to perform the maintenance or furnishing of the services described in such notice as required by this Landscaping Agreement. Upon the expiration of such 30-day notice and cure period, in the event the Property Owner has not cured the default, the City Engineer shall have the right at any time thereafter to terminate this Landscaping Agreement effective upon the receipt of notice of termination by the Property Owner (as provided in Section 5(b) herein). The City Engineer shall also have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or furnishing of the services described in Section 2 within the Property Owner Maintenance Areas or any portion thereof which results in a hazardous safety situation in the professional opinion of the City Engineer, following at least 48 hours prior written notice to the Property Owner to completely cure said hazardous safety situation, and the Property Owner has failed to so completely cure (or to have commenced such cure with diligent efforts to cure) upon the expiration of such 48-hour notice and cure period. Any termination of this Landscaping Agreement may be appealed by the Property Owner to the City Manager, who shall be presented with the facts and circumstances of any alleged default together with any recommendations for the termination of this Landscaping Agreement. Upon the termination of this Landscaping Agreement by the City Engineer, the City shall thereupon undertake the regular periodic landscape maintenance and seek collection of the annual landscape maintenance amount against the Property in the same manner described above in Section 1(b).

Section 4. Reserved.

Section 5. Notices and Communications Between the Parties.

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

To City:

Public Works Director
3231 Main Street
Oakley, CA 94561

To Property Owner:

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

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

Section 6. Acceptance of Assessment Lien.

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

Section 7. Term of Agreement.

This Landscaping Agreement shall remain in full force and effect unless terminated as permitted in this Landscaping Agreement.

Section 8. City Confirmation.

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

Section 9. Non-discrimination.

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

Section 10. Entire Agreement Amendment and Termination.

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

Section 11. Attorneys' Fees.

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

Section 12. Governing Law.

This Landscaping Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Landscaping Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California.

Section 13. Indemnification and Hold Harmless.

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

Section 14. No Third Party Beneficiary Rights.

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

Section 15. Headings.

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

Section 16. Construction.

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

Section 17. Waiver.

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

Section 18. Severability.

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

Section 19. Counterparts.

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

Section 20. Corporate Authority.

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

Section 21. Covenant running with the Land.

The provisions of this Landscaping Agreement shall run with the Property and any portion thereof or interest therein, and shall be binding upon and inure to the benefit of all persons having or acquiring any interest in the Property or any portion thereof, and their respective successive owners and assigns.

Section 22. Recording.

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

Section 23. Consent.

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

[Signatures Follow On Next Page]

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

CITY OF OAKLEY

_____
Josh McMurray, Interim City Manager

OWNER

_____
Jeremy Goulart
VP Land Acq and Development
Meritage Homes of California

ATTEST:

_____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

_____
Derek P. Cole, City Attorney

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

State of California
County of Contra Costa

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

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

Witness my hand and official seal.

Signature_____

Signature of Notary Public

[Acknowledgement]

[Exhibit A]

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: August 10, 2021

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

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

SUBJECT: Approval of Subdivision Improvement Agreement and Final Map for Baldocchi Property Subdivision 8904 (Located at the southeast corner of East Cypress Road and Sellers Avenue)

Background and Analysis

On April 24, 2006 the City Council affirmed the Planning Commission's approval of the project from April 3, 2006. As part of the Baldocchi Property development application, the City council approved the Vesting Tentative Map (Subdivision No. 8904) for the subdivision of 23.71 acres into 97 lots with a remainder parcel.

On December 11, 2006, the City Council approved the Development Agreement between the City of Oakley and Dutch Slough Inc. for the Baldocchi Property development pursuant to Ordinance No. 25-06 ("Dutch Slough Inc. Development Agreement"). The Dutch Slough Inc. Development Agreement was recorded in the Official Records of the County on October 2, 2007 as Document No. 2007-0275829-00.

On June 25, 2013 the City Council adopted Ordinance No. 09-13 which approved a development agreement to supersede the existing development agreement by and between the City of Oakley and Dutch Slough, Inc. for an agreement by and between the City of Oakley and East Cypress Partners, LLC for the Baldocchi Property development; Development Agreement (DA 01-13). This agreement included a preliminary plan for a 98 single-family detached residential units, a relocated access point on Sellers Avenue, and other project details found to be in substantial consistency with the original approvals.

On March 10, 2021 the Assignment and Assumption of Development Agreement was executed between East Cypress Partners, LLC, a California Limited Liability Company, KB Home North Bay, LLC, a Delaware Limited Liability Company, and the City of Oakley, to assign to KB Home North Bay, LLC all interests, rights, obligations, conditions, and requirements under the Developer Agreement.

KB Home North Bay, LLC has now requested approval by the City Council for the final map for Subdivision 8904 Baldocchi Property.

In order to satisfy all remaining conditions of approval, the applicant has requested that the City enter into a Subdivision Improvement Agreement.

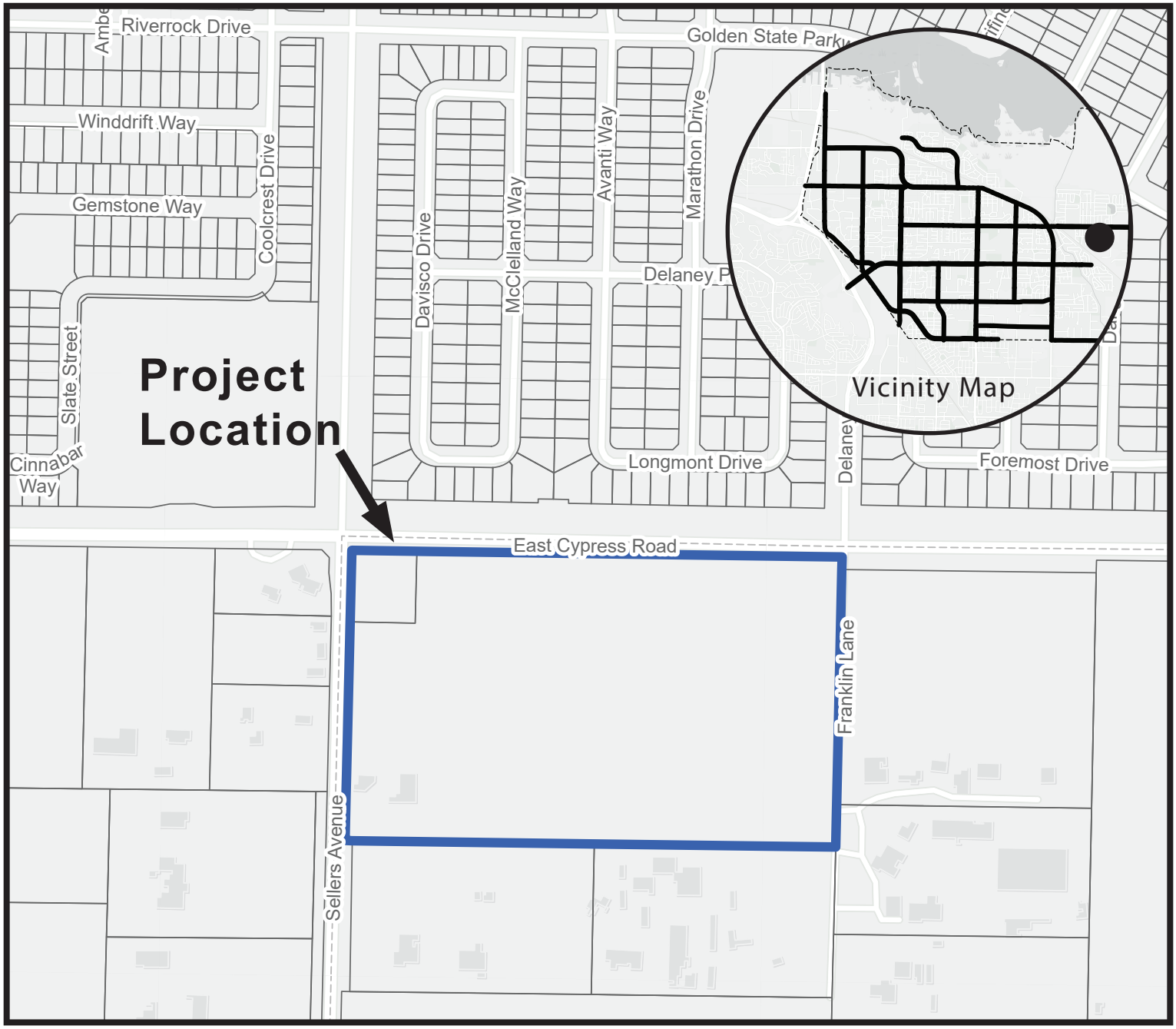
The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, development agreement, and all final map conditions of approval have been met (or are being secured by way of this agreement).

Fiscal Impact
There is no fiscal impact associated with this action.

Staff Recommendation
Staff recommends that the City Council adopt the Resolutions authorizing the Interim City Manager to execute the Subdivision Improvement Agreement and approving the Final Map for Subdivision 8904 Baldocchi Property Subdivision.

Attachments

1) Vicinity Map
2) Resolution Approving the Final Map titled Subdivision 8904 Baldocchi Property
3) Resolution Approving the Subdivision Improvement Agreement
4) Subdivision Improvement Agreement (SIA)
   Exhibit A – Planning Commission Resolution 08-06
   Exhibit B - Insurance Requirements
   Exhibit C - Verification of Required Insurance
   Exhibit D - Prevailing Wage
5) Reduction of Subdivision 8904 Baldocchi Final Map



OAKLEY
CALIFORNIA

8904 Baldocchi Subdivision

Attachment 1

RESOLUTION NO. XX-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE FINAL MAP OF SUBDIVISION 8904 BALDOCCHI SUBDIVISION

WHEREAS, On April 24, 2006 by way of City Council affirming the Planning Commission's approval of the project from April 3, 2006. As part of the Baldocchi Property development application, the City council approved the Vesting Tentative Map (Subdivision No. 8904) for the subdivision of 23.71 acres into 97 lots with a remainder parcel; and,

WHEREAS, On December 11, 2006, the City Council approved the Development Agreement between the City of Oakley and Dutch Slough Inc. for the Baldocchi Property pursuant to Ordinance No. 25-06 ("Dutch Slough Inc. Development Agreement"). The Dutch Slough Inc. Development Agreement was recorded in the Official Records of the County on October 2, 2007 as Document No. 2007-0275829-00; and,

WHEREAS, On June 25, 2013 the City Council adopted Ordinance No. 09-13 which approved a development agreement to supersede the existing development agreement by and between the City of Oakley and Dutch Slough, Inc. for an agreement by and between the City of Oakley and East Cypress Partners, LLC for the Baldocchi Property, Development Agreement (DA 01-13). This agreement included a preliminary plan for a 98 single-family detached residential units, a relocated access point on Sellers Avenue, and other project details found to be in substantial consistency with the original approvals; and,

WHEREAS, On March 10, 2021 the Assignment and Assumption of Development Agreement was executed between East Cypress Partners, LLC a California Limited Liability Company, KB Home North Bay, LLC, a Delaware Limited Liability Company, and the City of Oakley, to assign to KB Home North Bay, LLC all interests, rights, obligations, conditions, and requirements under the Developer Agreement; and,

WHEREAS, KB Home North Bay, LLC has satisfied the necessary conditions of approval for Subdivision 8904 Baldocchi Subdivision, as approved by the Planning Commission on April 3, 2006 Resolution Number 08-06 and the Development Agreement DA 01-13; and

WHEREAS, the City Engineer has determined that the conditions of approval for the project have been satisfied; and

WHEREAS, the City Surveyor has determined that the final map attached hereon as Exhibit A is technically correct.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled “Subdivision 8904 Baldocchi”, as prepared by Carlson, Barbee, & Gibson, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 10th day of August 2021 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

RESOLUTION NO. __-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH KB HOME NORTH BAY, LLC FOR SUBDIVISION 8904 BALDOCCHI AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with KB Home North Bay, LLC for the development of a residential subdivision known as Subdivision 8904 Baldocchi; and

WHEREAS, this agreement will require the developer to complete $479,000 for Grading, $2,195,093 for on-site Public Improvements, $588,760 for East Cypress Road Improvements and $203,897 for Sellers Avenue Improvements, in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with KB Home North Bay, LLC is hereby approved and the Interim City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 8904 Baldocchi in the form attached hereto as Exhibit A is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 10th day of August 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 8904

This agreement is made and entered into this 10th day of August, 2021 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and KB HOME North Bay LLC, a Delaware Limited Liability Company, hereinafter referred to as "DEVELOPER".

R E C I T A L S

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 8904, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley Planning Commission via Resolution Number 08-06 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled (i) Baldocchi Property Grading Plan Subdivision 8904, (ii) Baldocchi Property Improvement Plan Subdivision 8904, (iii) Subdivision 8904 Cypress Road Improvement Plans, (iv) Subdivision 8904 Sellers Avenue Improvement Plans prepared by CBG and (v) Cypress Road Streetscape Subdivision 8904, (vi) Sellers Avenue Streetscape Subdivision 8904, and (vii) Cypress Crossings Park at Subdivision 8904 landscape plans prepared by VanderToolen and Associates (collectively, the "Improvement Plans"), now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 08-06 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA, including the following specific COA are the subject of this Agreement. DEVELOPER's agreement to satisfy all COA including the aforementioned COA and construct the Improvements identified in the aforementioned COA is a material part of the consideration for this Agreement; and

WHEREAS, DEVELOPER intends to satisfactorily complete The Improvements within the time hereinafter specified, and CITY intends to accept DEVELOPER's offer(s) of dedication of The Improvements in consideration for DEVELOPER's satisfactory performance of the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties agree as follows:

1. Improvements.

DEVELOPER agrees to install the road improvements, sewer and drainage improvements, signs, street lights, traffic signal modification, fire hydrants, neighborhood park, public landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Vesting Tentative Map 8904 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

DEVELOPER has started the construction of The Improvements prior to executing this Agreement. DEVELOPER shall complete said work not later than 12 months following said date of execution in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City of Oakley Municipal Code and Contra Costa County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the City Municipal Code or County Ordinance Code, the stricter requirements shall govern. It is understood that the City of Oakley was incorporated effective July 1, 1999, and as such continues to rely on certain laws, ordinances and design standards of the County of Contra Costa. References herein to the County Code or County Ordinance Code are understood to refer to such ordinances and codes as if adopted by the City of Oakley. If DEVELOPER is delayed at anytime in the progress of the critical elements of the work by any act or neglect of City or by fire, unusual delay in transportation, adverse weather conditions beyond the historical annual means or not reasonably anticipatable, or unavoidable casualties, the date for completion set forth in this section shall be automatically extended the time for completion of the Improvements. Before the City will grant an extension, DEVELOPER must show good cause satisfactory to the City for the extension and provide evidence satisfactory to the City that sufficient security will remain in place during the term of the extension to ensure the faithful performance of this Agreement. These determinations shall be made by the City in its sole discretion.

Time is of the essence in this Agreement. Upon completion, DEVELOPER shall furnish CITY with a complete and reproducible set of final as-built plans of The Improvements, including any authorized modifications.

2. Estimated Cost of Improvements and Possible Future Cash Deposit.

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be $479,000 for Grading, $2,195,073 for On-site Public Improvements, $588,760 for Cypress Road Improvement Plans, and

$203,897 for Sellers Avenue Improvement Plans. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

Concurrently with the execution of this Agreement, DEVELOPER shall furnish CITY with the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the CITY Attorney if different from said Government Code forms:

a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that the Improvements will be satisfactorily completed.

b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform with the provisions of Chapter 5 of the Subdivision Map Act. DEVELOPER may request that portions or all of the bonds may be substituted by other parties in the event that portions or all of the Subdivision is sold to other parties, and such substitution shall not be unreasonably withheld by CITY.

4. Prevailing Wage.

CITY has determined that construction of The Improvements falls within the definition of “public works” set forth in California Labor Code Section 1720. Subject to any amendments to Labor Code Section 1720 et seq., DEVELOPER shall comply with Labor Code Section 1720 et seq., shall comply with the provisions set forth in Exhibit B and shall ensure that any contractors and subcontractors comply with the provisions of Exhibit B. DEVELOPER shall waive, indemnify, hold harmless and defend CITY concerning any liability arising out of Labor Code Section 1720 et seq.

5. Insurance Required.

Concurrently with the execution hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of CITY, as to form, amount and carrier. DEVELOPER shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for DEVELOPER and DEVELOPER's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

6. Work Performance and Guarantee.

Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, DEVELOPER guarantees all work executed by DEVELOPER and/or DEVELOPER's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to CITY as a part of the work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after initial acceptance of the entire work by CITY. DEVELOPER shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one-year guarantee period without expense or charge of any nature whatsoever to CITY. DEVELOPER further covenants and agrees that when defects in design, workmanship and materials actually appear during the one-year guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year to insure that such defects have actually been corrected.

In the event the DEVELOPER shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days time, after being notified of the defect in writing, CITY shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately repair, or cause to be repaired, such defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. The foregoing

statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of CITY.

If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

7. Inspection of the Work.

DEVELOPER shall guarantee free access to CITY through its City Engineer and his designated representative for the safe and convenient inspection of the work throughout its construction. Said CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the plans and specifications, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the satisfaction of CITY without any expense to CITY in strict accordance with the improvement plans and specifications.

8. Agreement Assignment.

This Agreement shall not be assigned by DEVELOPER without the written consent of CITY.

9. Abandonment of Work.

Neither DEVELOPER nor any of DEVELOPER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER's obligations under this Agreement.

If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if DEVELOPER should be adjudged as bankrupt, or should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed, or if DEVELOPER, or any of DEVELOPER's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the CITY through its Public Works Director may serve written notice on DEVELOPER and DEVELOPER's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of DEVELOPER.

In the event of any such notice of breach of this Agreement, DEVELOPER's surety shall have the duty to take over and complete The Improvements herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give CITY written notice of its intention to take over the

performance of the contract, and does not commence performance thereof within thirty (30) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and DEVELOPER's surety shall be liable to CITY for any damages and/or reasonable and documented excess costs occasioned by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor.

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

City Manager and City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

Notices required to be given to DEVELOPER shall be addressed as follows:

KB HOME North Bay LLC ,
A Delaware Limited Liability Company
Attention: Kevin Fredrickson
Telephone: (707) 389-7500
Email: Kfredrickson@KBHOME.com

Notices required to be given surety of DEVELOPER shall be addressed as follows:

Los Angeles- Alliant Insurance Services, Inc.
333 S Hope Street, Ste 3750
Los Angeles, CA, 90071
Nanette Valle
nvalle@alliant.com

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Concurrently with the execution of this Agreement, DEVELOPER has executed and has caused to be acknowledged an abstract of this Agreement. DEVELOPER agrees CITY may record said abstract in the Official Records of Contra Costa County.

10. Use of Streets or Improvements.

At all times prior to the final acceptance of the work by CITY, the use of any or all streets and improvements within the work to be performed under this Agreement shall be at the sole and exclusive risk of DEVELOPER. The issuance of any building or occupancy permit by CITY for dwellings located within the tract shall not be construed in any manner to constitute a partial or final acceptance or approval of any or all such improvements by CITY. DEVELOPER agrees that CITY's Building Official may withhold the issuance of building or occupancy permits when the work or its progress may substantially and/or detrimentally affect public health and safety.

11. Safety Devices.

DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the tract site as may be necessary to prevent accidents to the public and damage to the property. DEVELOPER shall furnish, place, and maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the plans and included in the items of work) shall be removed from site of the work by the DEVELOPER, and the entire site left clean and orderly.

12. Acceptance of Work.

Upon notice of the completion of the work covered by this agreement and the delivery of a set of final as-built plans to CITY by DEVELOPER, CITY, through its City Engineer or his designated representative, shall examine the work without delay, and, if found to be in accordance with said plans and specifications and this Agreement, shall recommend acceptance of the work to the City Council and, upon such acceptance, shall notify DEVELOPER or his designated agents of such acceptance. CITY reserves the right to not accept the work until all construction activities, including those related to building construction, within the project boundaries has been completed.

13. Patent and Copyright Costs.

In the event that said plans and specifications require the use of any material, process or publication which is subject to a duly registered patent or copyright, DEVELOPER shall be liable for, and shall indemnify CITY from any fees, costs or litigation expenses, including attorneys' fees and court costs, which may result from the use of said patented or copyrighted material, process or publication.

14. Alterations in Plans and Specifications.

Any alteration or alterations made in the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any

surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

15. Liability.

a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:

1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.

2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and

Labor and Materials Bonds shall be liable to the CITY for the corrective work required.

c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 3.

16. Recitals.

The foregoing Recitals are true and correct and are made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at Oakley, California, the day and year first above written.

CITY OF OAKLEY

By:

_____
Joshua McMurray
Interim City Manager

APPROVED AS TO FORM:

_____
Derek P. Cole
City Attorney

ATTEST:

_____
Libby Vreonis, City Clerk

DEVELOPER

KB HOME North Bay LLC,
a Delaware Limited Liability Company

BY:_____

Name:_____

Title:_____

Exhibits: Exhibit A – City of Oakley, Planning Commission Reso. 08-06

Exhibit B – Prevailing Wage

Exhibit C - Insurance Requirements

Exhibit D - Verification of Required Insurance

EXHIBIT A

(PLANNING COMMISSION RESOLUTION 08-06)

CITY OF OAKLEY

PLANNING COMMISSION

RESOLUTION NO. 08-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING SUBDIVISION 8904 BY D. R. HORTON, LOCATED ON THE SOUTHEAST CORNER OF SELLERS AVENUE AND CYPRESS ROAD, INCLUDING A VESTING TENTATIVE MAP, P-1 DEVELOPMENT STANDARDS, TREE PERMIT, AND DESIGN REVIEW

FINDINGS

A. D. R. Horton, on behalf of the property owner, (together, "Applicants"), has submitted applications to develop approximately 23.71-acres, located on the southeast corner of Cypress Road and Sellers Avenue, with 97 single-family lots (the "Project"). The Project application includes requests for approval of the following:

- Planned Development (P-1) Standards for Single Family Residential District;
- Vesting Tentative Map 8904, which would subdivide the two parcels into 97 single-family lots;
- A Tree Permit to remove existing trees on site;
- Design Review to approve six models on the 97 lots within the subdivision.

B. The Project site is designated Single-Family High (SH) in the Oakley 2020 General Plan. The proposed unit densities of the Project are consistent with those General Plan designations.

C. The City prepared a Negative Declaration dated July 28, 2004, which reflected the independent judgment of the City as to the potential environmental effects of the Westerly Annexation area. This project was anticipated in that environmental review. The City certified the Negative Declaration on October 11, 2004.

D. On April 3, 2006, the Planning Commission held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the Commission took a vote and expressed its opinion that the applications should be approved, subject to the conditions recommended by staff and as revised by the Commission during its deliberations.

E. These Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the Residential Design Guidelines, and the information submitted to the Planning Commission at its April 3, 2006 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 Subdivision (hereafter the "Record").

NOW, THEREFORE, on the basis of the above findings of fact and the entire Record, the Planning Commission makes the following additional findings in support of the recommended approvals:

1. Regarding the approval of Vesting Tentative Map 8904, the Commission finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the General Plan. The number of units, layout of lots and streets, identified improvements and dedications, and other technical requirements comply with the density prescribed by the General Plan and its applicable policies.

a. The Project complies with Measure C Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the Planning Commission, subject to the conditions listed below, takes the following actions:

- Approves the Vesting Tentative Map;
- Approves the Development of P-1 standards
- Approves the Tree Permit; and
- Approves the Design Review.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the Planning Commission approves the Applicant's request for the Vesting Tentative Map, P-1 Development Standards, Tree Permit, and Design Review with the following conditions:

CONDITIONS OF APPROVAL

Approval

1. This Tentative Map, Design Review and Tree Permit are approved, as shown on the exhibits (dated September 9, 2005) and attachments, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.

2. This Subdivision, Design Review and Tree Permit approval shall be effectuated within a period of three (3) years from this date and if not effectuated shall expire on **April 3, 2009**. Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of three years from **April 3, 2009.**

3. 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.

Development Standards

4. The P-1 district shall have the following standards:

Single Story Homes

- Minimum lot area: 5,000 square feet;
- Minimum lot frontage: 30' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to any living space and 15' to porches;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback (secondary frontage) of 10';
- Minimum rear yard: 15';

Two Story Homes

- Minimum lot area: 5,000 square feet;
- Minimum lot frontage: 30' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to a side loaded garage, 15' to any living space and 15' to porches;
- Minimum side yard setback: 5' minimum, sum of both sides 15', corner lots shall maintain a street side yard setback (secondary frontage) of 10';
- Minimum rear yard: 15';

Duet Homes

- Minimum lot area: 3,800 square feet;
- Minimum lot frontage: 30' at the front property line;
- Minimum front yard setback: 20' to garage: For Interior Units 15' to any living space and 15' to porches; For Corner Units 10' to any living space and 10' to porches;
- Minimum side yard setback: 5' minimum, corner lots shall maintain a street side yard setback (secondary frontage) of 10';
- Minimum rear yard: 15';

Tentative Map

5. All plans including the Tentative Map, Grading, Landscaping and Development Plan shall be modified to show the Franklin Lane alignment as the access point off of Cypress Road.

6. The 1.89 acres of parkland developed as part of this subdivision shall be used towards the park requirement for the subdivision. The park shall be developed turnkey and shall be completed prior to the 50th building permit for the subdivision.

7. The applicant shall work with the Parks and Recreation Manager to have the park design approved. If a basketball is provided in the park, the location of the court shall be at a reasonable distance to the neighboring properties per the review and approval of the Community Development Director and the Parks & Recreation manager.

8. The landscaping along Sellers Avenue and Cypress Road includes a mix of 15 gallon and 24-inch box deciduous and evergreen trees. The landscaping shall include a mix of low growing shrubs and groundcover within the parkway and between the sidewalk and the sound wall, shrubs and groundcover as well as vines shall be planted along the base of the sound wall.

9. The neighborhood entries shall be identified by accent paving, project monument signage and accent planting per the review and approval of the Community Development Director.

10. Each lot shall have a minimum of two different types of trees along the street frontage, with the exception of corner lots, which shall have four.

11. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street.

12. Six feet high wood good neighbor fences shall be located along internal property lines and shall have steel posts or a comparable alternative per the review and approval of the Community Development Director.

13. Lots that have secondary frontages shall have enhanced wood fences with two feet of lattice or acceptable alternative along the top of the fence per the review and approval of the Community Development Director.

14. For lots that side or back onto Sellers Avenue, Cypress Road, Baldocchi Drive or Franklin Lane a precast concrete wall shall be constructed with a stucco finish, with a decorative cap and stone veneer columns as shown on Fencing Plan. The wall shall be 6' in height per the acoustical study.

15. A fence shall be located along the southern boundary of this project to separate this development form the rural uses to the south. The fence shall also be located along the southern and eastern boundaries of the park site The design and height of the fence shall be reviewed and approved by the Community Development

Director. The applicant shall work with staff and the neighbors to design a fence that is satisfactory to all parties.

16. The fencing along the southern boundary of the subdivision and the southern and eastern boundary of the park site shall be installed prior to the first occupancy within t he subdivision.

Tree Permit

17. The applicant is required to submit an addendum to the existing Tree Survey and arborist report to determine if any trees can be saved with grading activity. For any trees to be protected, the arborist shall provide recommendations for construction activities to ensure the preservation of the trees during construction and the methods of treatment.

18. For any tree that cannot be saved per the addendum to the Tree Survey as well as Tree #13, the applicant shall pay a mitigation fee of $125.00 per inch of trunk diameter, or propose replacement trees at a ratio of 5:1 of either size or quantity as reviewed and approved by the Community Development Director. Any tree replacement shall be above and beyond the street trees and park trees required for the development.

Design Review

19. The use of stone and brick veneer shall be carried to the fence line or with a change of building plan on the façade per the review of the Community Development Director.

20. Trim shall be provided around all doors and windows.

21. Additional articulation shall be provided on the side and rear elevations of Plan 2, 3 and 4 when adjacent to a road, per the review of the Community Development Director.

22. No more than two of the same plan may be located on adjacent lots and the elevations and colors must be different per the review and approval of the Community Development Director.

23. A minimum of 20% of the units within the subdivision shall be single story.

24. No more that 25% of the units within the subdivision shall have the same two story plan.

25. All of the corner lots that do not have duet units shall have single story units.

26. A revised development plan shall be submitted to the Planning Division prior to the release of Building Permits.

27. The Plan 2 duet model shall provide additional articulation on the secondary frontage elevation per the review and approval of the Community Development Director.

28. The elevations and colors of the duet units shall be different from units on the other side of the street per the review of the Community Development Director.

29. Media niches are not allowed within the five foot side yard setback.

30. For each group of three adjacent homes, at least one shall contain a home whose front yard setback varies from those of its neighbors by at least 5 feet. Minimum setbacks may not be reduced to accommodate the variation in setbacks.

General

31. 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 may be modified on prior written approval by the Community Development Director.

32. 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.

33. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. Landscaping shall conform to the Oakley Landscape Guidelines and the City's Water Conservation Landscape Ordinance 82-26 and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.

34. California native drought tolerant plants shall be used as much as possible. All trees shall be a minimum fifteen-gallon size and all shrubs shall be a minimum five-gallon size, except as otherwise noted.

35. The applicant shall maintain all landscaping until occupancy and shall annex the site into a landscaping and lighting district. The applicant is required to annex to a lighting and landscaping district and notify future homeowners by deed, notice of the fact that the land is within a landscaping and lighting district.

36. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.

37. Where a lot/parcel is located within 300' of a high voltage electric transmission line, the applicant shall record the following notice:

> "The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high

voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the basis for such a hypothesis is established. At this time no risk assessment has been made."

When a Final Subdivision Public Report issued by the California Department of Real Estate is required, the applicant shall also request that the Department of Real Estate insert the above note in the report.

38. The following statements shall be recorded at the County Recorder's Office for each parcel to notify future owners of the parcels that they own property in an agricultural area:

"This document shall serve as notification that you have purchased land in an agricultural area where you may regularly find farm equipment using local roads; farm equipment causing dust or blowing sand; crop dusting and spraying occurring regularly; burning associated with agricultural activities; noise associated with farm equipment such as zon guns and aerial crop dusting and certain animals, including equestrian trails as well as flies may exist on surrounding properties. This statement is again, notification that this is part of the agricultural way of life in the open space areas of the City of Oakley and you should be fully aware of this at the time of purchase.

39. 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).

40. Department of Fish and Game surveys shall be performed by a qualified biologist prior to the start of any work on-site.

Public Works and Engineering Conditions

Applicant shall comply with the requirements of City Municipal Code. Any Code exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan received by the Community Development Department and dated February 2, 2006.

The following conditions of approval shall be satisfied prior to filing any final map unless otherwise noted:

General:

41. 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 including treatment areas to be incorporated in the front yards if necessary, or other alternatives as approved by the City Engineer. The plans shall 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.

42. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer for review and approval and pay processing costs in accordance with the Municipal Code and these conditions of approval.

43. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and approval and pay appropriate processing costs in accordance with the Municipal Code and these conditions of approval.

44. 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 approval and pay appropriate processing costs in accordance with the Municipal Code and these conditions of approval.

45. 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 house within the subdivision.

46. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

47. Submit a traffic calming study for the project streets to the City Engineer for approval and incorporate the recommendations of the study into the improvement plans. The study shall be prepared by a licensed traffic engineer and specifically propose measures to minimize cut-through traffic from Sellers Avenue to Cypress Road.

Roadway Improvements:

48. Construct Sellers Avenue as an eighty-foot curb to curb roadway within a one hundred and fourteen foot right of way along the project frontage as shown on the cross section on the tentative map. The faces of curb shall be located forty feet from the existing centerline and the cross section shall include curb, gutter, six-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, landscaped median, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The right of way landscaping behind the sidewalk on the west side of the road will not be required with this project. Any conforms to existing improvements must take place outside of the limits of the project. These improvements are to be completed in coordination with the West Cypress Corridor Projects (Subdivisions 9032, 9033, and 9034) in accordance with the various infrastructure agreements associated with those projects.

49. Construct Cypress Road as a one hundred and four foot curb to curb roadway within a one hundred and fifty nine foot right of way along the project frontage as shown on the cross section on the tentative map. The faces of curb shall be located forty four feet from the existing centerline except where the median must be

widened to accommodate the required intersection turn pockets. The cross section shall include curb, gutter, six-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, landscaped median, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. Any conforms to existing improvements must take place outside of the limits of the project. These improvements are to be completed in coordination with the West Cypress Corridor Projects (Subdivisions 9032, 9033, and 9034) in accordance with the various infrastructure agreements associated with those projects.

50. Construct Franklin Lane as a fifty six foot wide curb to curb roadway within an eighty foot right of way from Cypress Road to the A Street intersection as shown on the cross section on the tentative map. The faces of curb shall be located twenty eight feet from the existing centerline. The cross section shall include curb, gutter, six-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, landscaped median with turn pockets for the Cypress Road intersection, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The sidewalk and right of way landscaping on the east side of the road will not be required with this project.

51. Construct Franklin Lane as a thirty six foot wide curb to curb roadway within a fifty six foot right of way from A Street to B Street as shown on the tentative map, including a curb return at the northeast corner of the intersection. The faces of curb shall be located eighteen eight feet from the existing centerline. The cross section shall include curb, gutter, five-foot monolithic sidewalk, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The sidewalk on the east side of the road will not be required with this project. Franklin Lane will continue as a private road south of B Street to serve several existing residences. The south side of B Street shall include a driveway appropriate to accommodate the types of vehicles that will utilize the private road, and the slopes of the transition from the public to private road shall be consistent with City design standards.

52. Construct a traffic signal at the intersection Sellers Avenue and Cypress Road. The design and construction of the traffic signal is subject to the review and approval of the City Engineer and the signal may be required to allow for future interconnection with other traffic signals in either corridor. The construction of the traffic signal may be eligible for reimbursement from the City's Traffic Impact Fee Program, future development, or previously collected deposits subject to the policies, procedures, and eligible projects of the Program. This improvement is to be completed in coordination with the West Cypress Corridor Projects (Subdivisions 9032, 9033, and 9034) in accordance with the various infrastructure agreements associated with those projects.

53. Construct a traffic signal at the intersection Cypress Road and Franklin Lane. The design and construction of the traffic signal is subject to the review and approval of the City Engineer and the signal may be required to allow for future interconnection with other traffic signals. The construction of the traffic signal may be eligible for reimbursement from the City's Traffic Impact Fee Program, future development, or

previously collected deposits subject to the policies, procedures, and eligible projects of the Program. This improvement is to be completed in coordination with the West Cypress Corridor Projects (Subdivisions 9032, 9033, and 9034) in accordance with the various infrastructure agreements associated with those projects.

54. Construct a bus turnout on Cypress Road just east of Sellers Avenue. The turnout shall be consistent with Tri Delta Transit and City standards and shall include any necessary shelters and appurtenances. The right of way adjacent to the turnout shall be widened so that the landscaping width is consistent with the remainder of the frontage.

55. Construct the project streets to City public road standards and as shown on the Tentative Maps with the following exceptions:

    A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.

56. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree 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 improvement plans.

57. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.

58. Submit a phasing plan for the project streets to the City Engineer for review if the street improvement will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.

59. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

Road Alignment/Sight Distance:

60. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Sellers Avenue and Cypress Road. 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 55 miles per hour. The plan shall extend a minimum of 150 feet ± beyond the limits of the proposed work.

Road and Easement Dedications:

61. Convey to the City, by offer of dedication, the right of way for Sellers Avenue for the planned width of 114-feet along the project frontage. The ultimate width of the Cypress Road right of way will be 124-feet, and the remainder of the right of way on the west side of the road will be dedicated at the time those properties develop. This right of way dedication is to be completed in coordination with the West Cypress

Corridor Projects (Subdivisions 9032, 9033, and 9034) in accordance with the various infrastructure agreements associated with those projects.

62. Convey to the City, by offer of dedication, the right of way for Cypress Road for the planned ultimate width of 159-feet along the project frontage including any necessary widening for the required median and bus turnout. This right of way dedication is to be completed in coordination with the West Cypress Corridor Projects (Subdivisions 9032, 9033, and 9034) in accordance with the various infrastructure agreements associated with those projects.

63. Convey to the City, by offer of dedication, the right of way for Franklin Lane for the planned width of 80-feet from Cypress Road to A Street and 56-feet from A Street to B Street.

64. Convey to the City, by Offer of Dedication, the right of way for the project streets.

65. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements.

66. Relinquish abutter's rights for non-primary frontages to the satisfaction of the City Engineer.

Street Lights:

67. Install streetlights along all project streets, Sellers Avenue and Cypress Road. 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 Sellers Avenue and Cypress Road shall be General Electric double mast arm "cobra head" style and located within the median.

Grading:

68. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the subdivision including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.

69. 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 of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times 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.

70. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.

71. 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.

72. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.

73. Submit a haul route plan to the City Engineer for review and approval if grading activities require 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 repair to their pre-construction condition any roads along the utilized routes.

74. Prior to commencement of any site work that will result in a land disturbance of one acre or more; the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.

75. 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.

76. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.

Utilities/Undergrounding:

77. Underground all new and existing utility distribution facilities, including those along the frontage of Sellers Avenue and Cypress Road. 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. The joint trench composite plans must be endorsed by the City Engineer prior to the approval of the Improvement Plans for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. These improvements are to be completed in coordination with the Dutch Slough project (Subdivisions 9032, 9033, 9034) in accordance with the various infrastructure agreements associated with those projects.

78. 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.

79. Utilities shall be stubbed to Franklin Lane to help facilitate future development.

80. Flows from this subdivision shall not directly tie into the existing 14-inch force main in Cypress Road and that construction of a regional pump station to serve this subdivision and areas to the north of Cypress Road must be constructed.

Drainage Improvements:

81. Collect and convey all stormwater entering and/or originating on these properties, 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, in accordance with Division 914 of the Ordinance Code. These drainage improvements are to be completed in coordination with the West Cypress Corridor Projects (Subdivisions 9032, 9033, and 9034) in accordance with the various infrastructure agreements associated with those projects. The City is currently preparing a storm drain master plan for the drainage shed roughly bounded to the west by the BNSF railroad tracks, the east by Sellers Avenue, and the north by the Contra Costa Canal. This is project is within the study area and shall cooperate with the preparation of the master plan and shall comply with the plan once adopted.

82. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system to the City Engineer for review and approval.

83. Design and construct all storm drainage facilities in compliance with the Ordinance Code and City design standards.

84. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

85. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

86. Convey to the City, by offer of dedication, Parcel B for open space and park development.

Landscaping in the Public Right of Way:

87. Install public right of way landscaping along the Sellers Avenue and Cypress Road frontage. These improvements are to be completed in coordination with the Dutch Slough project (Subdivisions 9032, 9033, 9034) in accordance with the various infrastructure agreements associated with those projects.

88. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance.

National Pollutant Discharge Elimination System (NPDES):

89. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (Central Valley - Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at www.cccleanwater.org.

    Compliance shall include developing long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMP's in accordance with the Contra Costa Clean Water Program for the site's storm water drainage:

    - Offer pavers for household driveways and/or walkways as an option to buyers.
    - Minimize the amount of directly connected impervious surface area.
    - Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
    - Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
    - Distribute public information items regarding the Clean Water Program to buyers.
    - Other alternatives as approved by the City Engineer.

Fees and Assessments:

90. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 00-85 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 (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); and

    F. Child Care Facilities "In Lieu" Fee (adopted by Ordinance Nos. 18-99 and 23-99).

    G. Fire Impact Fee collected on behalf of the East Contra Costa Fire Protection District (adopted by Resolution No. 09-01)

H. South Oakley Infrastructure Master Plan Fee (adopted by Resolution No. 52-03).

I. General Plan Fee (adopted by Resolution No. 53-03).

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. The applicant may be eligible for a credit against the East County Transportation Improvement Impact Fee that is equal to the amount of the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee paid. The Applicant may also be eligible for a credit against the Park Land Acquisition component of the Park Impact Fee that is equal to the amount of the Park Land Dedication In-Lieu Fee paid.

91. 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 for the District. 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 shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.

92. 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 light 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 or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.

93. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for 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 or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.

94. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. 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. Should the homes be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.

95. Participate in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary. The assessment district shall be formed prior to the filing of any final or parcel map, and the project proponent shall fund all costs of formation.

96. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including Citywide stormwater management and discharge control activities. 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 the final map, and the project proponent shall fund all costs of the formation.

97. Comply with the storm drainage master plan and associated fees for drainage shed roughly bounded to the west by the BNSF railroad tracks, the east by Sellers Avenue, and the north by the Contra Costa Canal should that plan be adopted by the City and/or the Contra Costa County Flood Control and Water Conservation District. The applicant shall pay the fee in effect at the time of building permit issuance. 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 he might be eligible. Any credit or reimbursements shall be determined prior to filing the final map.

ADVISORY NOTES

THE FOLLOWING ADVISORY NOTES ARE PROVIDED TO THE APPLICANT AS A COURTESY BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.

B. The project will require a grading permit pursuant to the Ordinance Code.

C. Applicant shall comply with the requirements of Ironhouse Sanitary District.

D. The applicant shall comply with the requirements of the Diablo Water District.

E. Comply with the requirements of the East Contra Costa Fire Protection District.

F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.

G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.

H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.

J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

PASSED AND ADOPTED by the Planning Commission of the City of Oakley at a meeting held on the 3rd day of April, 2006, by the following vote:

AYES: Huerta, Nunn, Obregon, Person, Rogers-Engle

NOES: none

ABSTENTIONS: none

ABSENT: none

APPROVED:

CHAIRPERSON

ATTEST:

Kenne Loyd-Hanson

SECRETARY TO THE PLANNING COMMISSION

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

The Developer will ensure that any contract issued by the Developer or any privities of the Developer concerning the Improvements includes, and requires the parties to such contract to comply with, all applicable provisions contained in this Exhibit A and any other applicable requirements contained in California Labor Code Section 1720 and following.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in construction of the Improvements is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Developer and its contractors and subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the construction of the Improvements for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Improvements are to be constructed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Engineer's office and shall be made available on request. The Developer, and contractors and subcontractors engaged in the construction of the Improvements shall pay no less than

these rates to all persons engaged in construction of the Improvements.

B. In accordance with Labor Code Section 1775, the Developer and any contractors and subcontractors engaged in construction of the Improvements shall comply with Labor Code Section 1775 which establishes a penalty of up to $50 per day for each worker engaged in the construction of the Improvements who the Developer or any contractor or subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Developer, contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Developer, contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Developer, contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Developer, contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Developer, contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in construction of the Improvements is not paid the general prevailing per diem wages by the subcontractor, subject to applicable law, the prime contractor is not liable for any penalties therefore unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements:

1. Any agreement executed between the Developer and a contractor or a contractor and a subcontractor for the construction of part of the Improvements shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of any subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for construction of the Improvements.

4. Prior to making final payment to the subcontractor, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general

prevailing rate of per diem wages employees engaged in the construction of the Improvements and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Developer and each contractor and subcontractor engaged in construction of the Improvements, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in construction of the Improvements. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   1. The information contained in the payroll record is true and correct.

   2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any services performed by the employer's employees on the public works project.

   The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the prime contractor, on behalf of the Developer and any contractors or subcontractors engaged in construction of the Improvements, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Developer or any contractor or subcontractor engaged in construction of the Improvements to employ on the construction of the Improvements any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Developer, contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT C

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., $10,000,000)
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Contractor shall procure and maintain for the duration of the contract, and if Contractor has a claims-made policy, Contractor shall maintain for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.
If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mod exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:
1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT D

VERIFICATION OF INSURANCE

SUBDIVISION 8904
BALDOCCHI PROPERTY

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF CERTAIN PARCEL OF
LAND RECORDED DECEMBER 24, 2014 AS DOCUMENT
NUMBER 2014-0228361 RECORDS OF CONTRA COSTA COUNTY
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

cbg
CIVIL ENGINEERS
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM
SURVEYORS ▪ PLANNERS

JULY 2021

OWNER'S STATEMENT

THE UNDERSIGNED, BEING A PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: THE AREA DESIGNATED CYPRESS ROAD, SELLERS AVENUE, ORSO WAY, LEDRO WAY, BALDOCCHI DRIVE, ULIVO WAY, PINO LANE, LUGANA LANE, OLMO WAY, ROMANA WAY, AND FRANKLIN LANE.

THE AREAS DESIGNATED AS PARCEL A AND PARCEL B ARE HEREBY DEDICATED TO THE CITY OF OAKLEY IN FEE OR ITS DESIGNEE FOR PUBLIC USE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE USE AND ANY/ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT TITLE NUMBER 0192-5855129, DATED APRIL 9, 2021 PREPARED BY FIRST AMERICAN TITLE COMPANY.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ABUTTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL
//////////// .

AS OWNER: KB HOME NORTH BAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SIGNATURE: _____ SIGNATURE: _____

NAME (PRINT): _____ NAME (PRINT): _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

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

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

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

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

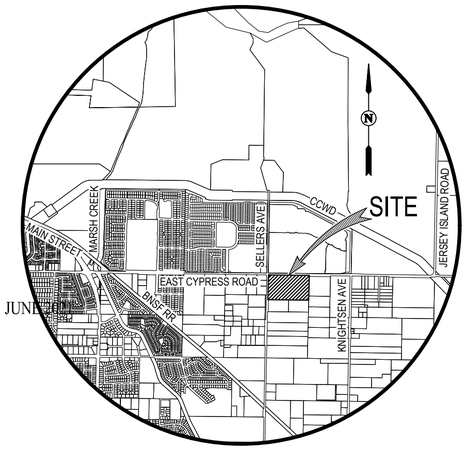
SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOMES NORTH BAY, LLC., IN APRIL 2021. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 2024; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

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



VICINITY MAP
NOT TO SCALE

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I HEREBY STATE, AS CHECKED BELOW, THAT:

[ ] A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT ARE NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

[ ] ALL DUES TAXES HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATE: _____

_____
JAMI MORRITT
CHIEF ASSISTANT CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 8904", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY _____, DATED_____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT_____,M., ON THE_____ DAY OF_____, 2021, IN BOOK_____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

DEBORAH R. COOPER
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 8904

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF CERTAIN PARCEL OF
LAND RECORDED DECEMBER 24, 2014 AS DOCUMENT
NUMBER 2014-0228361 RECORDS OF CONTRA COSTA COUNTY
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM

JULY 2021

SIGNATURE OMISSION NOTE:

PURSUANT TO GOVERNMENT CODE SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. GREAT WESTERN POWER COMPANY (NOW PACIFIC GAS AND ELECTRIC COMPANY): AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES PER BK 276 OF DEEDS, PG 152 OFFICIAL RECORDS.
2. THE RIGHTS, BELOW THE DEPTH OF FIVE HUNDRED FEET (500'), TO MINERALS AND OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER THE PROPERTY, BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR RIGHT TO ENTER THE SUBSURFACE ABOVE A LEVEL FIVE HUNDRED FEET (500') BELOW THE SURFACE OF SAID PROPERTY; PROVIDED, HOWEVER, THAT GRANTOR (AND EACH AND EVERY SUCCESSOR IN INTEREST OR ASSIGN OF GRANTOR WITH RESPECT TO SUCH EXCEPTED RIGHTS) SHALL NOT HAVE THE RIGHT TO ENTER INTO, AMEND OR OTHERWISE MODIFY ANY OIL AND GAS LEASE OR OTHER CONTRACT RELATED TO SUCH EXCEPTED RIGHTS OR INTERESTS WITHOUT FIRST OBTAINING THE PRIOR WRITTEN CONSENT OF GRANTEE (OR GRANTEE'S DESIGNATED SUCCESSOR IN INTEREST OR ASSIGN), AND ANY SUCH DOCUMENT ENTERED INTO WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE SHALL BE NULL AND VOID; AND FURTHER PROVIDED, THAT IF GRANTOR (OR ANY OF GRANTOR'S SUCCESSORS, ASSIGNS OR PERMITTED LESSEES) DESIRE TO EXPLORE, DRILL OR REMOVE ANY SUCH SUBSTANCES, ALL SUCH WORK SHALL BE UNDERTAKEN ON AN ANGLE SO AS NOT TO DISTURB THE SURFACE OF THE PROPERTY, AND SO AS NOT TO DAMAGE, OBSTRUCT OR CAUSE ANY NUISANCE TO THE SURFACE OF THE PROPERTY NOR TO ANY HOMES OR OTHER IMPROVEMENTS THAT MAY THEN BE BUILT THEREON, AS RESERVED IN THE DEED RECORDED OCTOBER 2, 2007, INSTRUMENT NO. 2007–275828, OFFICIAL RECORDS.

SOILS REPORT

A SOILS REPORT HAS BEEN PREPARED BY ENGEO INC., DATED DECEMBER 26, 2018, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 8904"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON_____ , AND ANY SUBSEQUENT MODIFICATIONS THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

_____ DATE: _____
KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 51138

REGISTERED PROFESSIONAL ENGINEER
KOUROSH ROHANI
No. 51138
CIVIL
STATE OF CALIFORNIA

CITY COUNCIL STATEMENT

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION 8904" DATED_____ , AND ANY SUBSEQUENT MODIFICATIONS THEREOF. WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

_____ DATE: _____
KOUROSH ROHANI
PUBLIC WORKS DIRECTOR
CITY OF OAKLEY, CONTRA COSTA COUNTY
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "SUBDIVISION 8904", CONSISTING OF TEN (10) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____ , 20 _____ AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY PARCELS, DRIVES, COURTS, WAYS, STREETS AND ROADS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF OAKLEY AND ARE ON FILE IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20___.

_____
LIBBY VREONIS
CITY CLERK AND CLERK OF THE COUNCIL OF THE
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

KB HOMES NORTH BAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR CYPRESS ROAD, SELLERS AVENUE, A STREET EAST, A STREET NORTH, B STREET, BALDOCCI DRIVE, C STREET, D STREET EAST, D STREET NORTH, E STREET, F STREET, G STREET AND FRANKLIN LANE FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO KB HOMES NORTH BAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9513, OAKLEY LOGISTICS CENTER" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

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

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

SUBDIVISION 8904

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF CERTAIN PARCEL OF
LAND RECORDED DECEMBER 24, 2014 AS DOCUMENT
NUMBER 2014-0228361 RECORDS OF CONTRA COSTA COUNTY
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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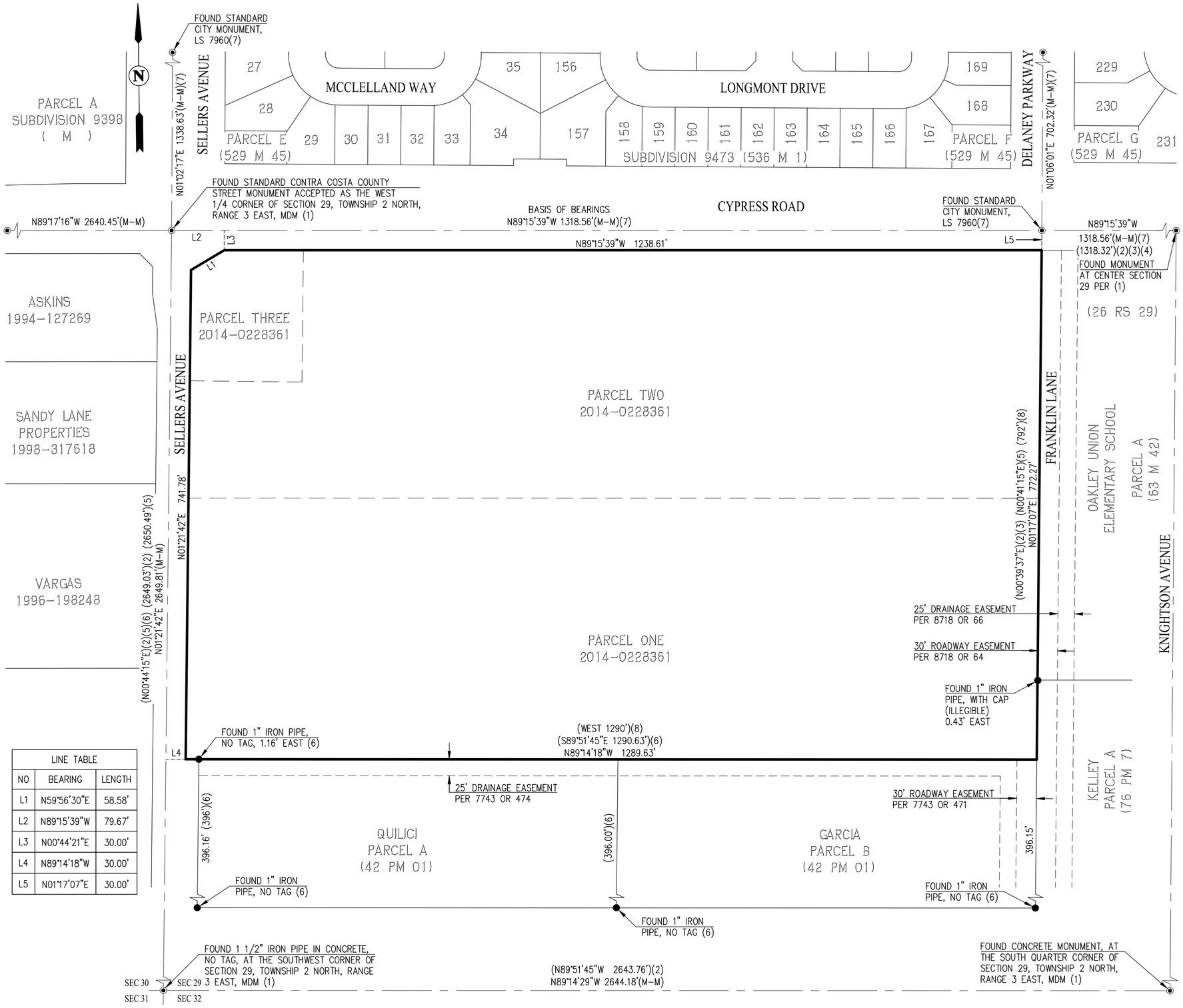
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM

SCALE: 1" = 100' JULY 2021

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



LINE TABLE		
NO	BEARING	LENGTH
L1	N59°56'30"E	58.58'
L2	N89°15'39"W	79.67'
L3	N00°44'21"E	30.00'
L4	N89°14'18"W	30.00'
L5	N01°17'07"E	30.00'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N89°15'39"W PER SUBDIVISION 9473 (536 M 1).

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
——— · ———	CENTERLINE
— — — — —	EXISTING LOT LINE
//////////	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-RP)	MONUMENT TO RADIUS POINT
◉	FOUND STANDARD STREET MONUMENT
◎	SET STANDARD CITY STREET MONUMENT, LS 7960
PUE	PUBLIC UTILITY EASMENT
SF	SQUARE FEET
AC	ACRE
PM	PARCEL MAP
OR	OFFICIAL RECORD

NOTE:

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2. ALL TIES SHOWN ARE PERPENDICULAR UNLESS NOTED.

REFERENCES:

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(1) PARCEL MAP MS 28-95 (120 PM 16)
(2) RECORD OF SURVEY (26 LSM 29)
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(4) PARCEL MAP MS 150-78 (76 PM 07)
(5) RECORD OF SURVEY (52 LSM 44)
(6) PARCEL MAP MS 26-75 (42 PM 01)
(7) SUBDIVISION NO. 9473 (536 M 1)
(8) GRANT DEED (2000-050041 O.R.)
(9) QUITCLAIM DEED (2000-0120782 O.R.)

SUBDIVISION 8904

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CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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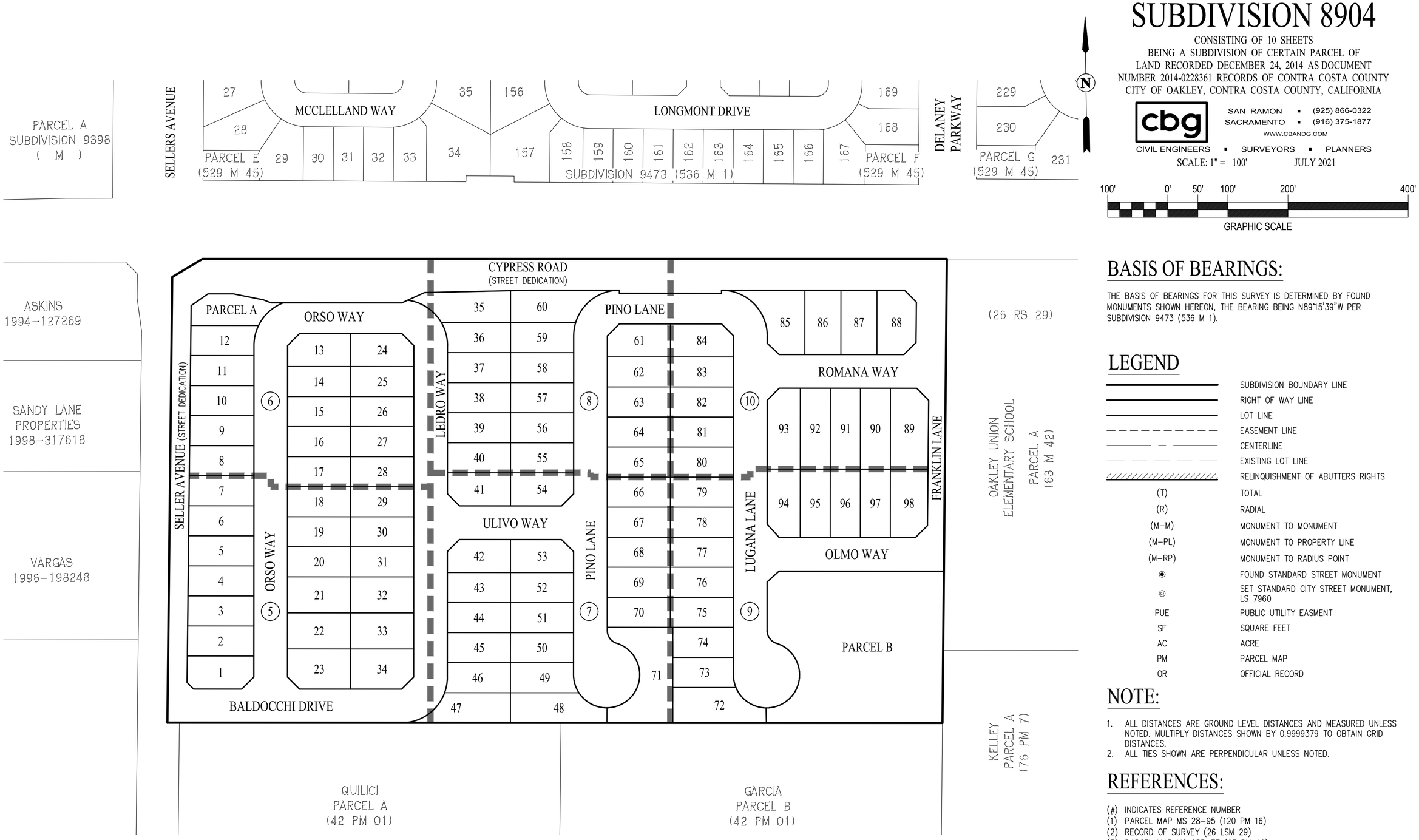
SCALE: 1" = 100' JULY 2021

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



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LEGEND

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	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	EXISTING LOT LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
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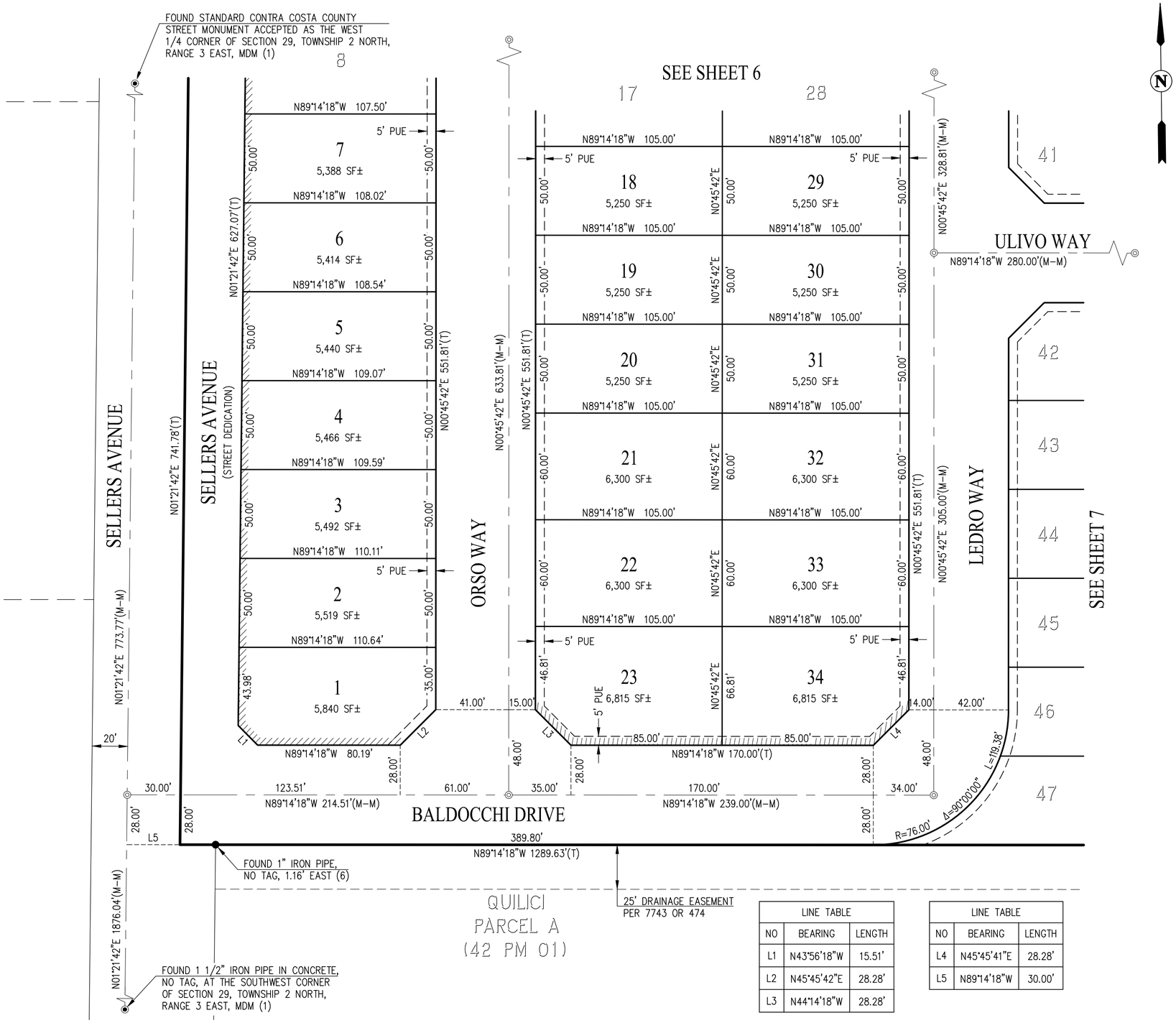

LINE TABLE		
NO	BEARING	LENGTH
L1	N43°56'18"W	15.51'
L2	N45°45'42"E	28.28'
L3	N44°14'18"W	28.28'

LINE TABLE		
NO	BEARING	LENGTH
L4	N45°45'41"E	28.28'
L5	N89°14'18"W	30.00'

SUBDIVISION 8904

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SCALE: 1" = 40' JULY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

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———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
——— – ———	CENTERLINE
— — — — —	EXISTING LOT LINE
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(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
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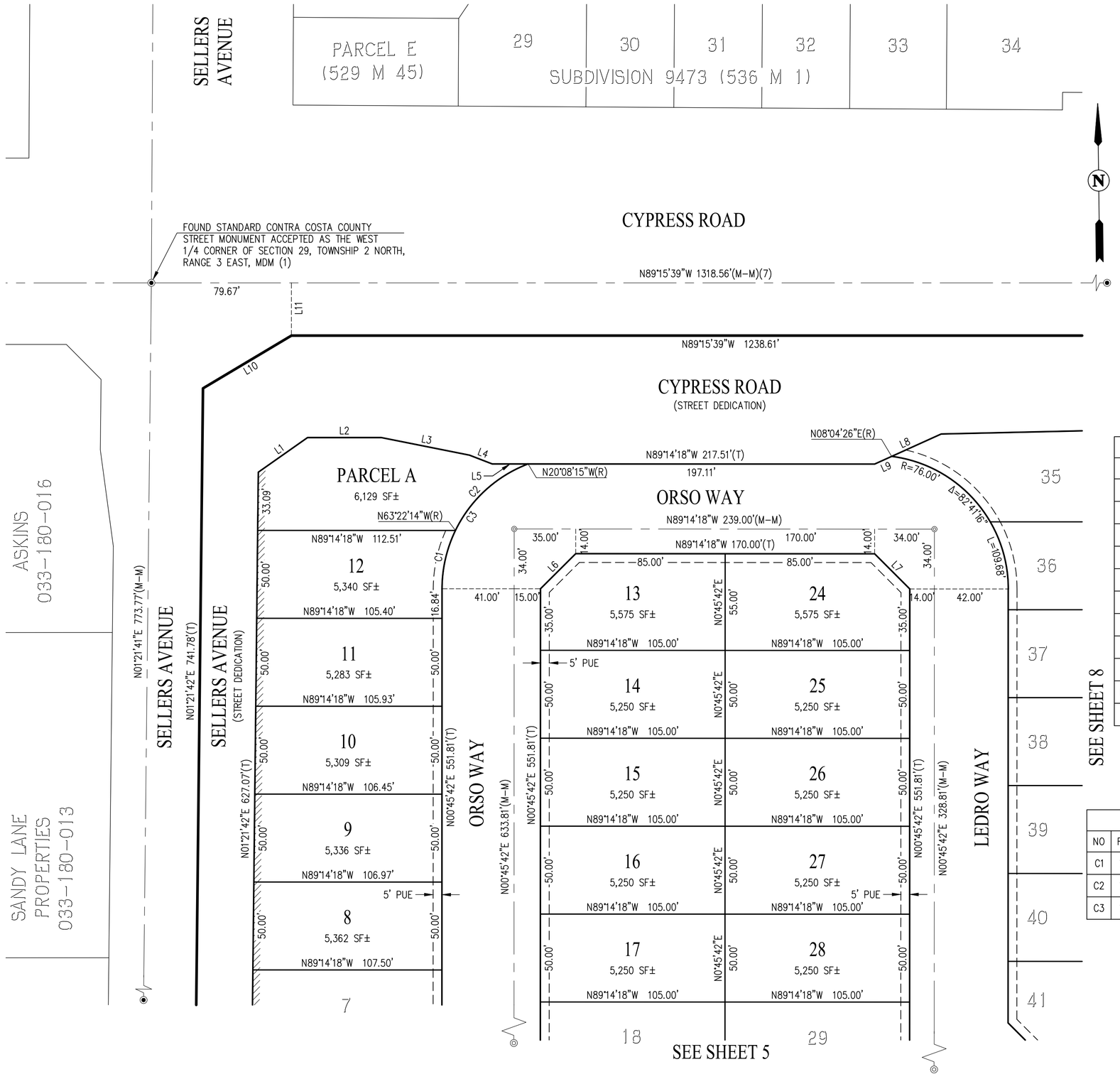

LINE TABLE		
NO	BEARING	LENGTH
L1	N55°36'55"E	34.23'
L2	N89°15'38"W	41.98'
L3	N77°58'39"W	51.11'
L4	N68°09'17"W	13.86'
L5	N89°14'18"W	20.40'
L6	N45°45'42"E	28.28'
L7	N44°14'18"W	28.28'
L8	N66°23'28"E	41.53'
L9	N66°23'28"E	10.62'
L10	N59°56'30"E	58.58'
L11	N00°44'21"E	30.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	25°53'33"	34.35'
C2	76.00'	43°12'30"	57.31'
C3	76.00'	69°06'03"	91.66'

BASIS OF BEARINGS:

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SUBDIVISION 8904

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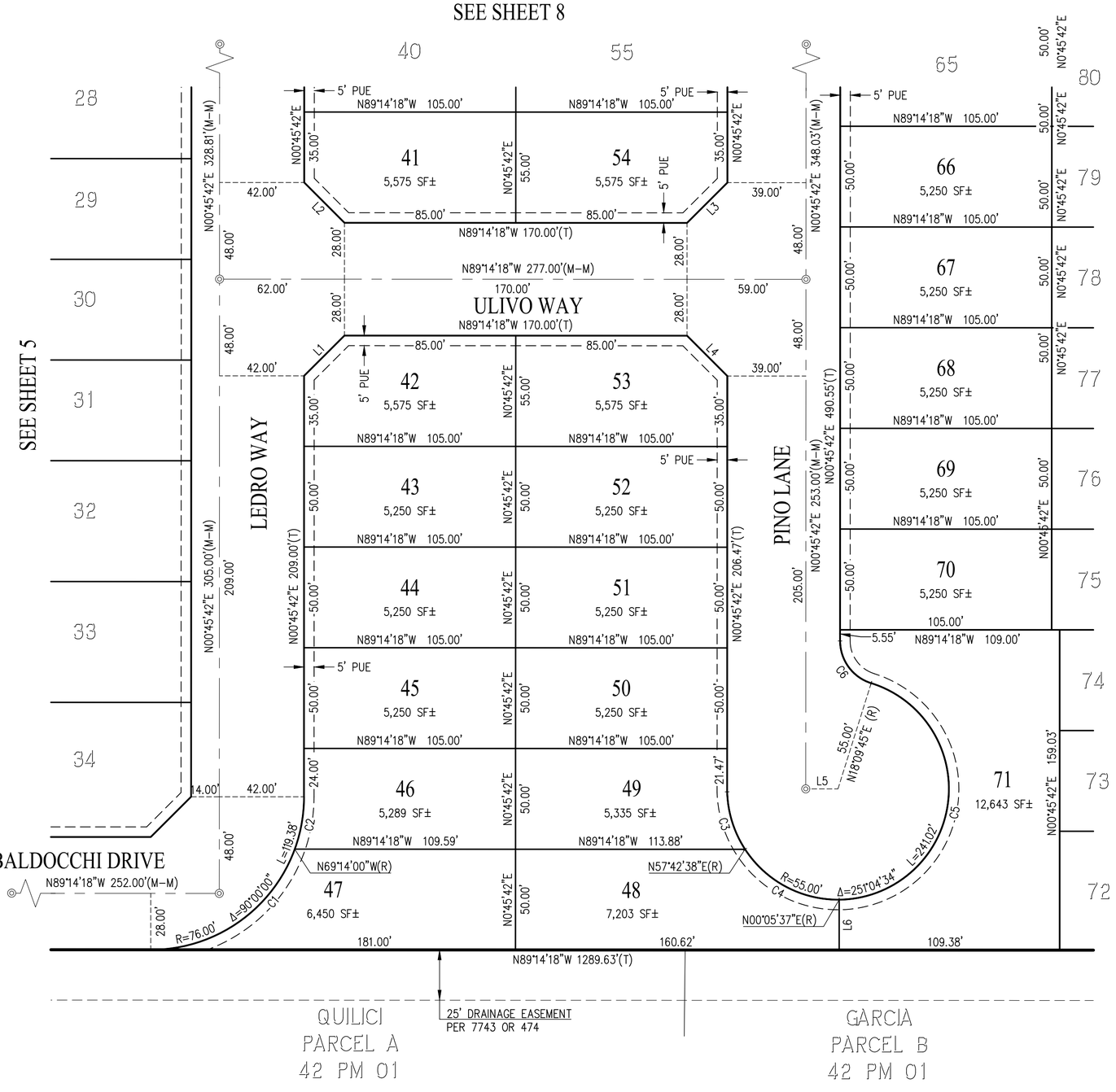

LINE TABLE			
NO	BEARING	LENGTH	
L1	N45°45'42"E	28.28'	
L2	N44°14'18"W	28.28'	
L3	N45°45'42"E	28.28'	
L4	N44°14'18"W	28.28'	
L5	N89°14'18"W	15.98'	(M-RP)
L6	N00°45'42"E	25.00'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	69°59'42"	92.84'
C2	76.00'	20°00'18"	26.54'
C3	55.00'	31°31'40"	30.26'
C4	55.00'	57°37'01"	55.31'
C5	55.00'	161°55'52"	155.44'
C6	22.00'	72°36'13"	27.88'

BASIS OF BEARINGS:

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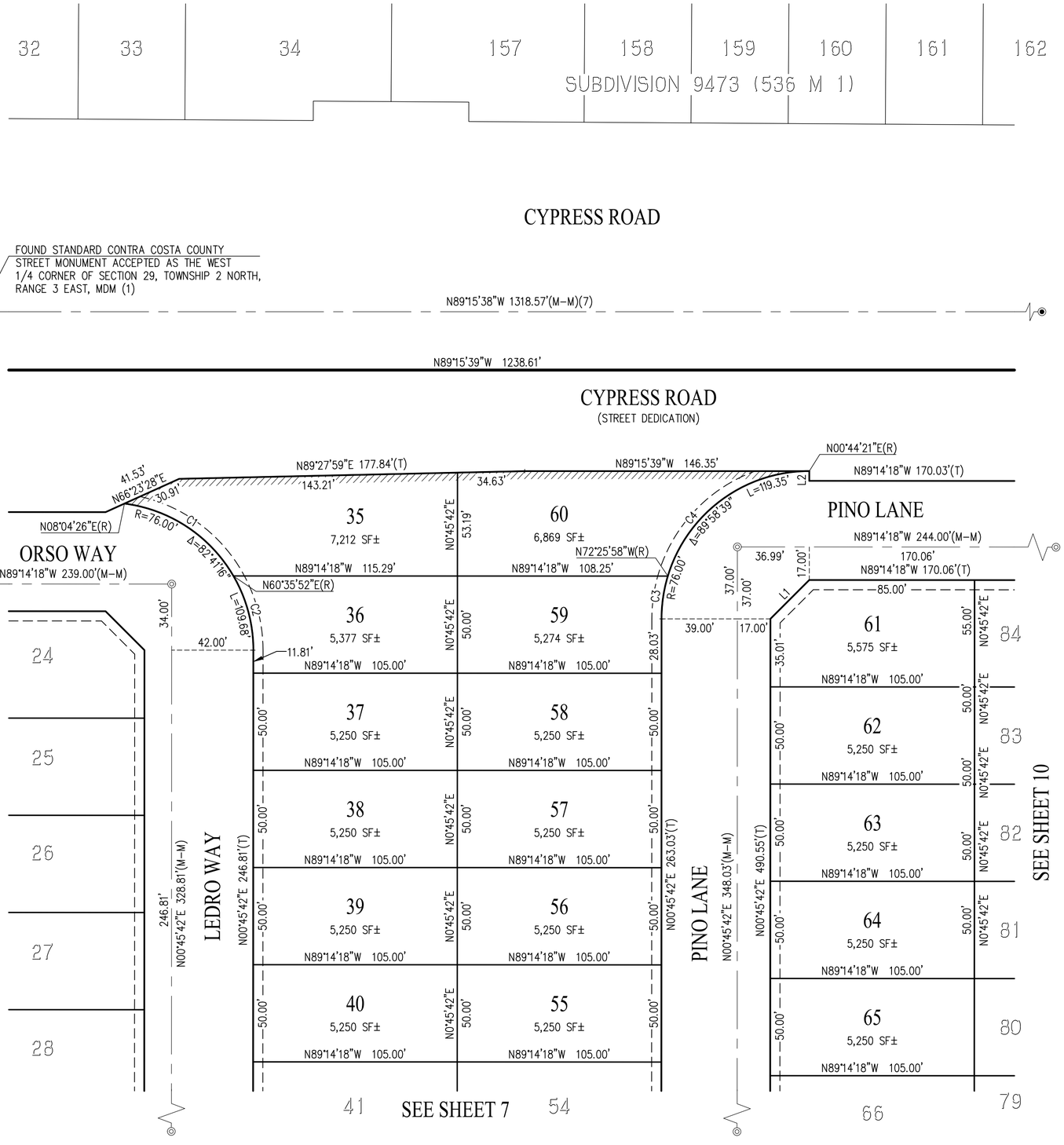

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NO	BEARING	LENGTH
L1	N45°45'42"E	28.27'
L2	N00°44'21"E	5.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	52°31'26"	69.67'
C2	76.00'	30°09'50"	40.01'
C3	76.00'	16°48'20"	22.29'
C4	76.00'	73°10'19"	97.06'

BASIS OF BEARINGS:

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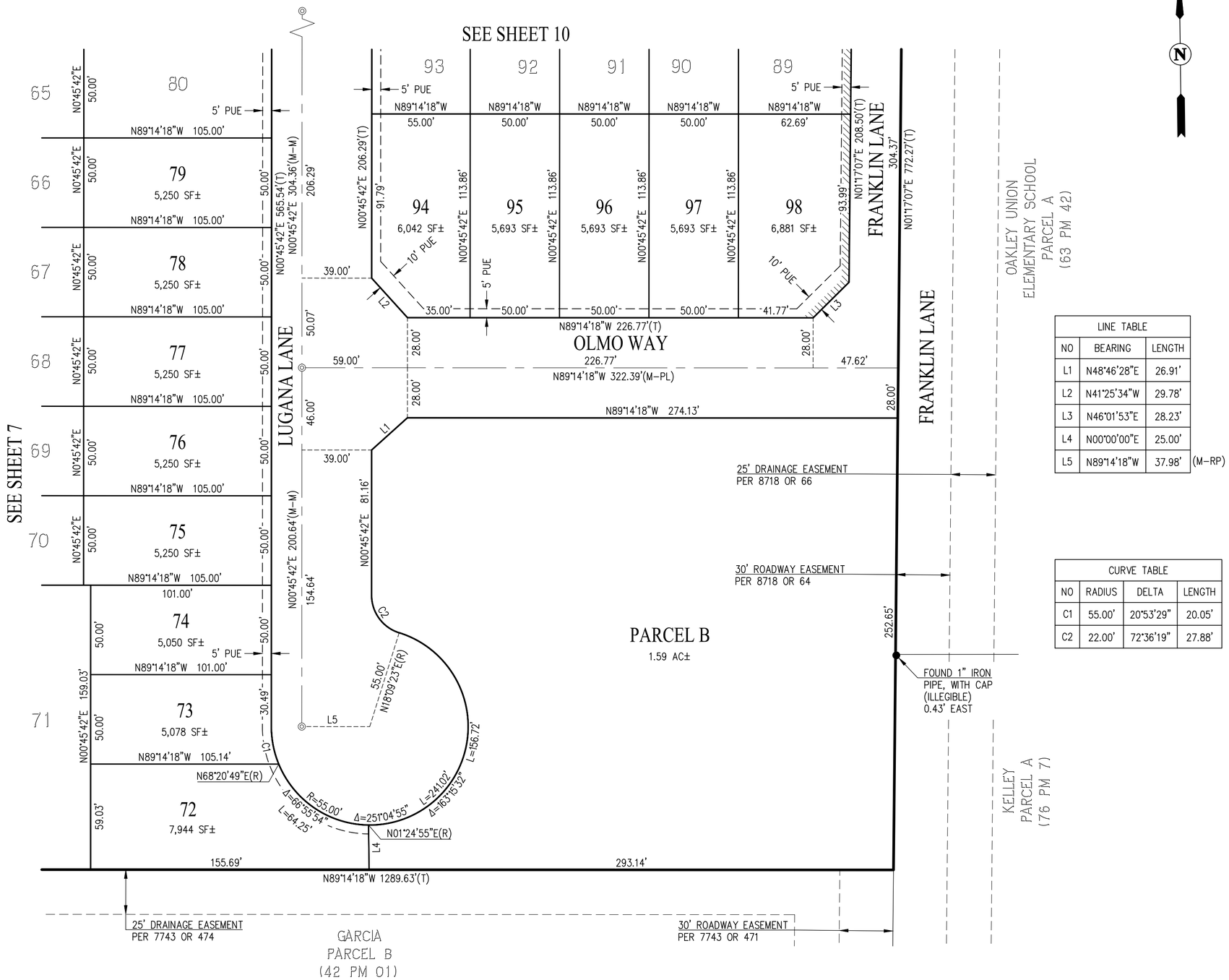
40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



LINE TABLE			
NO	BEARING	LENGTH	
L1	N48°46'28"E	26.91'	
L2	N41°25'34"W	29.78'	
L3	N46°01'53"E	28.23'	
L4	N00°00'00"E	25.00'	
L5	N89°14'18"W	37.98'	(M-RP)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	55.00'	20°53'29"	20.05'
C2	22.00'	72°36'19"	27.88'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N89°15'39"W PER SUBDIVISION 9473 (536 M 1).

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
——— · ———	CENTERLINE
— — — — —	EXISTING LOT LINE
//////	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-RP)	MONUMENT TO RADIUS POINT
◉	FOUND STANDARD STREET MONUMENT
◎	SET STANDARD CITY STREET MONUMENT, LS 7960
PUE	PUBLIC UTILITY EASMENT
SF	SQUARE FEET
AC	ACRE
PM	PARCEL MAP
OR	OFFICIAL RECORD

NOTE:

1. ALL DISTANCES ARE GROUND LEVEL DISTANCES AND MEASURED UNLESS NOTED. MULTIPLY DISTANCES SHOWN BY 0.9999379 TO OBTAIN GRID DISTANCES.
2. ALL TIES SHOWN ARE PERPENDICULAR UNLESS NOTED.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP MS 28-95 (120 PM 16)
(2) RECORD OF SURVEY (26 LSM 29)
(3) PARCEL MAP MS 253-77 (63 PM 42)
(4) PARCEL MAP MS 150-78 (76 PM 07)
(5) RECORD OF SURVEY (52 LSM 44)
(6) PARCEL MAP MS 26-75 (42 PM 01)
(7) SUBDIVISION NO. 9473 (536 M 1)
(8) GRANT DEED (2000-050041 O.R.)
(9) QUITCLAIM DEED (2000-0120782 O.R.)

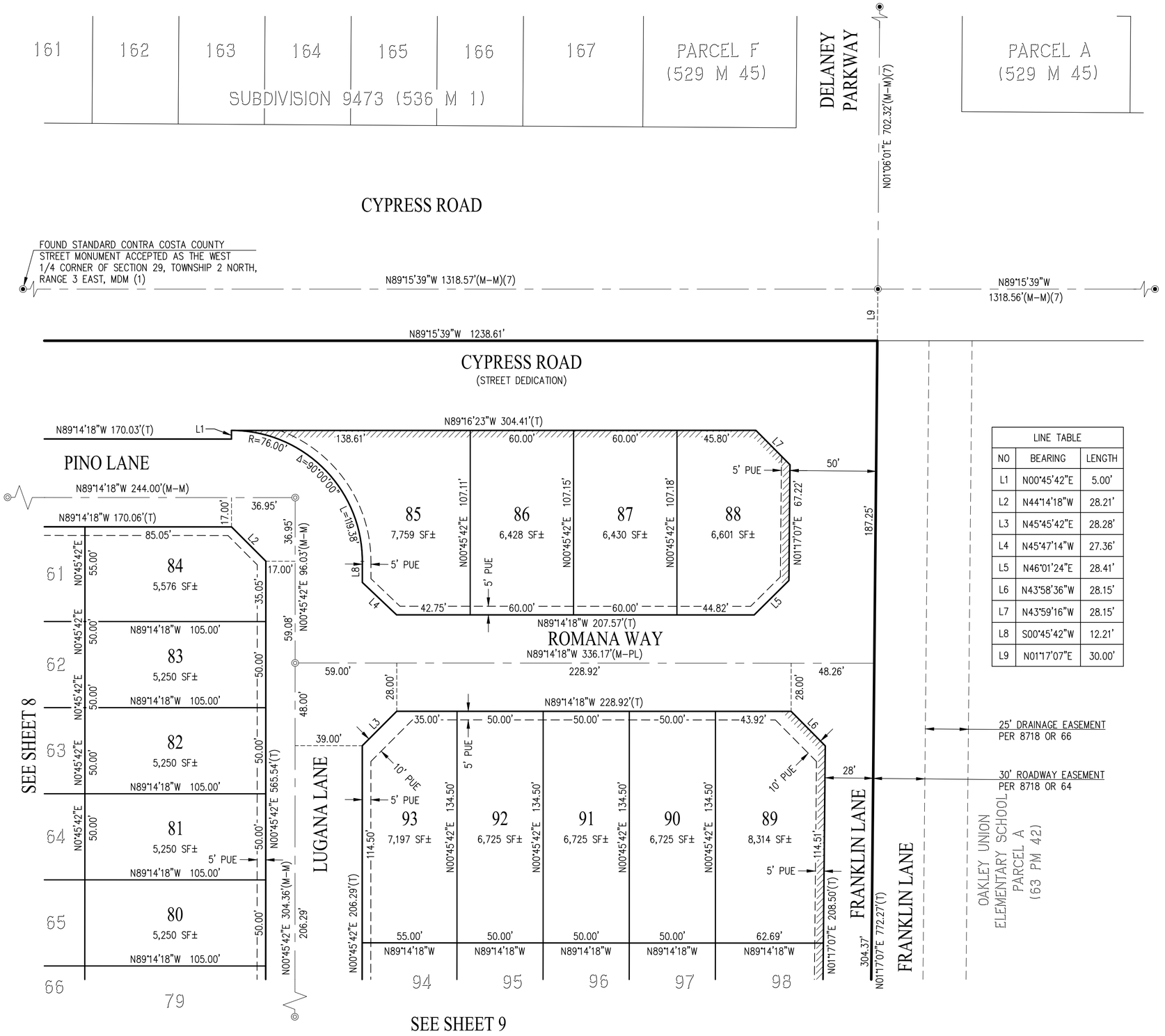
SUBDIVISION 8904

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF CERTAIN PARCEL OF
LAND RECORDED DECEMBER 24, 2014 AS DOCUMENT
NUMBER 2014-0228361 RECORDS OF CONTRA COSTA COUNTY
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

cbg
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 40' JULY 2021

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



LINE TABLE		
NO	BEARING	LENGTH
L1	N00°45'42"E	5.00'
L2	N44°14'18"W	28.21'
L3	N45°45'42"E	28.28'
L4	N45°47'14"W	27.36'
L5	N46°01'24"E	28.41'
L6	N43°58'36"W	28.15'
L7	N43°59'16"W	28.15'
L8	S00°45'42"W	12.21'
L9	N01°17'07"E	30.00'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N89°15'39"W PER SUBDIVISION 9473 (536 M 1).

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
– – – –	EASEMENT LINE
——— · ———	CENTERLINE
— — — —	EXISTING LOT LINE
//////	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–RP)	MONUMENT TO RADIUS POINT
◉	FOUND STANDARD STREET MONUMENT
◎	SET STANDARD CITY STREET MONUMENT, LS 7960
PUE	PUBLIC UTILITY EASMENT
SF	SQUARE FEET
AC	ACRE
PM	PARCEL MAP
OR	OFFICIAL RECORD

NOTE:

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REFERENCES:

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(6) PARCEL MAP MS 26–75 (42 PM 01)
(7) SUBDIVISION NO. 9473 (536 M 1)
(8) GRANT DEED (2000–050041 O.R.)
(9) QUITCLAIM DEED (2000–0120782 O.R.)

OAKLEY
CALIFORNIA

Agenda Date: _____

Agenda Item: _____

STAFF REPORT

Date: August 10, 2021

To: Joshua McMurray, Interim City Manager

From: Libby Vreonis, City Clerk

Approved and Forwarded to City Council:

Joshua McMurray, Interim City Manager

SUBJECT: Appointment of Zain Mehmood to the Contra Costa Transportation Authority Citizens Advisory Committee for a Four-Year Term (August 12, 2021 through August 11, 2025)

Background and Analysis

The Contra Costa Transportation Authority (CCTA) is a public agency formed by Contra Costa County voters in 1988 to manage the County's transportation sales tax program and to do County-wide transportation planning. The CCTA indicates it "works to plan, fund, and implement innovative transit programs that strengthen our diverse communities and improve the lives of residents." (https://ccta.net/about-us/what-we-do/)

The CCTA has a Citizens Advisory Committee (CAC) to provide citizen perspective, participation and involvement. The CAC is made up of 23 members: 20 members appointed by Contra Costa cities (including Oakley), towns and the County, and 3 "at-large" members.

Zain Mehmood has been serving as Oakley's representative on the CCTA-CAC since his appointment by the City Council on May 14, 2019. He has experience in traffic management, transportation surveys, transportation related impacts, smart technology, community outreach and planning project review. He is a graduate of the City of Oakley Leadership Academy and has also served as a Citizen Planning Advisor for the City of Oakley.

The current term expires August 11, 2021. Staff advertised for the position. No applications were submitted. Mr. Mehmood has expressed interest in continuing his service for the next four-year term and staff recommends his re-appointment.

Fiscal Impact

There is no fiscal impact.

Recommendation

Adopt a resolution appointing Zain Mehmood to the Contra Costa Transportation Authority Citizens Advisory Committee for a Four-Year Term (August 12, 2021 through August 11, 2025).

Attachments

1. Resolution

RESOLUTION NO. __-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TO APPOINT ZAIN MEHMOOD TO THE CONTRA COSTA TRANSPORTATION AUTHORITY CITIZENS ADVISORY COMMITTEE FOR A FOUR-YEAR TERM (AUGUST 12, 2021 THROUGH AUGUST 11, 2025)

BE IT RESOLVED by the City Council of the City of Oakley that Zain Mehmood is hereby appointed to the Contra Costa Transportation Authority Citizens Advisory Committee for a four-year term (August 12, 2021 through August 11, 2025).

PASSED, APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: August 10, 2021

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

FROM: Kenneth W. Strelo, Principal Planner

SUBJECT: **Cypress Crossings Design Review (DR 07-21) –** Request for Design Review approval of the Cypress Crossings residential project (formerly known as "Tuscany Estates" or "Baldocchi Subdivision") located at the southeast corner of East Cypress Road and Sellers Avenue.

Summary

This is a public hearing on an application by KB Home North Bay, LLC ("Applicant") requesting Design Review approval of a development plan, elevations, floor plans, roof plans, conceptual landscape plans, colors and materials detail, and conceptual park plan of 98 single-family residential lots located within the Cypress Crossings subdivision (formerly known as "Tuscany Estates" or "Baldocchi Subdivision") (Tentative Map 8904). Proposed homes consist of five single-story plans ranging from 1,646 to 2,188 square feet of livable area. The project site is located at the southeast corner of East Cypress Road and Sellers Avenue and is zoned P-1 (Planned Unit Development) District: APNs: 032-010-002 and 032-010-012.

Staff Recommendation

Staff recommends the City Council adopt the resolution approving "Cypress Crossings Design Review (DR 07-21)", as conditioned.

Fiscal Impact

This is a developer funded account. All Staff time and City of Oakley generated materials related to the processing of this application, including reproduction of physical copies and postage for public hearing notices, are charged to the account.

Background

General Plan

The project site consist of two separate parcels that total approximately 24 acres. The smaller of the two parcels (1-acre), which is located at the corner of East Cypress Road and Sellers Avenue is designated "Single Family Residential, High Density (SH)". The larger, 23-acre parcel, which makes up the rest of the project site, is designated SH and

"Parks and Recreation (PR)" (Oakley 2020 General Plan Land Use Diagram, Fig. 2-2). The SH land use designation allows for a higher density suburban neighborhood with smaller lots that are commonly seen in traditional urban and suburban neighborhoods within Oakley.

Zoning

The project site is zoned P-1 (Planned Unit Development) District, per Planning Commission Resolution No. 08-06, adopted April 3, 2006. The project's P-1 District was originally tied to the original Vesting Tentative Map, and has since been modified along with other entitlements as further described below. In general, development standards are similar to other single-family residential districts' development standards, such as R-6 and R-7 District, etc.

Entitlements History

City Council Resolution 105-04, adopted October 10, 2004:

- Adopts the Mitigated Negative Declaration for the Westerly Annexation, which annexed the Baldocchi Property, amongst other properties, into the City's jurisdictional boundary.

Planning Commission Resolution 08-06, adopted April 3, 2006:

- Approves Vesting Tentative Map 8904, permitting 77 single-family detached units and 20 duet units;
- Approves the Development Standards for the project, establishing minimum lot sizes, applicable setbacks, and applicable yard sizes;
- Approves Design Review for the project, establishing floor plan guidelines, landscape guidelines, and architectural guidelines;
- Approves a Development Plan for the project, establishing a circulation plan, and which floor plans will site on which lots;
- Approves a Tree Removal Permit, establishing allowance to remove specific trees, and replacement requirements for those removals.

City Council Ordinance 25-06, adopted December 11, 2006:

- Development Agreement between the City of Oakley and Dutch Slough Inc. for the Baldocchi Property.

City Council Ordinance 09-13, adopted June 25, 2013:

- Development Agreement between the City of Oakley and East Cypress Partners, LLC that superseded the previous Development Agreement. This agreement included a preliminary plan for 98 single-family detached residential units, a

relocated access point on Sellers Avenue, and other project details found to be in substantial consistency with the original approvals.

Project Description

This project includes a Design Review application for 98 single-family residential lots consisting of all one-story homes. The applicant has proposed five different house plans, each with three architectural types referred to as Spanish (Elevation "A"), Craftsman (Elevation "B"), and Prairie (Elevation "C"). The product mix results in no less than 18 and no more than 21 of each plan type.

Floor Plans and Architecture

This subsection of the Staff Report will include narrative descriptions that supplement the Applicant's Plans (attached). Figure 1 shows the cover sheet of the Applicant's Plans, which depicts (left to right) Plan 3 (Prairie), Plan 5 (Craftsman), Plan 1 (Spanish), Plan 2 (Prairie), and Plan 4 (Craftsman).

Figure 1. Cypress Crossings Streetscape of Front Elevations



The five floor plans range from 1,646 sf. to 2,188 sf. of livable area. All Plans have a two-car garage, all of which are front-facing. All plans include an optional extended patio cover at the rear of the house, where the lot depth allows for it. Table 1 provides a summary of each plan's general features.

Table 1. Summary of Proposed Plans

	Square Feet (livable)	Stories	Bedrooms	Bathrooms	Garage Spaces
Plan 1	1,646	1	3	2	2
Plan 2	1,891	1	4	2	2
Plan 3	1,934	1	3 (4 opt.)	2	2
Plan 4	2,055	1	4	2	2
Plan 5	2,188	1	3 (4 opt.)	2 (3 opt.)	2

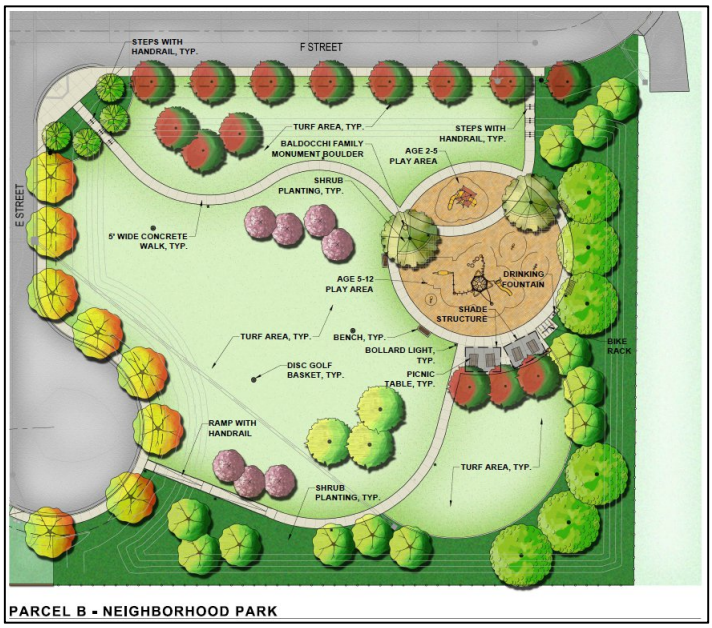
There are three proposed architectural styles shared across all five plans. Each of the architectural styles has three unique color/materials schemes. Given the five different floor plans, each with three elevation types, each with three color/material schemes, the

number of combinations possible is 45, excluding left/right orientation (5 plans times 3 architectural types times 3 schemes = 45 possibilities).

Master Plotting Plan (Development Plan)

The Master Plotting Plan (referred to as "Development Plan"), which shows all of the lots and which house plan is proposed for each, as well as the proposed setbacks from property lines, is included in the Applicant's Plans. Of the total 98 homes, there are 21 Plan 1s, 20 Plan 2s, 19 Plan 3s, 20 Plan 4s, and 18 Plan 5s. Staff notes that the Master Plotting Plan includes asterisks on some lots, indicating "enhanced elevations". Since Oakley requires 360 degree architecture, all elevations will include architectural elements such as gable enhancements and window trim.

Conceptual Landscape and Park Plans



The typical landscape and park plans are included as Sheets L1 through L4 of the attached Applicant's Plans. Sheet L1 shows the overall landscape plan, which includes schematic tree layouts along the project frontages and interior streets, and within the park. This sheet also shows the fence types and locations, and a plant palette. Sheet L2 shows the typical landscaping for front yards. The number of street trees sought after per lot is two for interior lots and four for corner lots. Sheet L3 shows illustrations for the project pedestrian entrance, including the monument sign, a boulder with plaque in honor of the Baldocchi family (long time property/orchard owners), and the conceptual site plan for the park. Finally, Sheet L4 shows example photos of different elements of the future park, such as the furniture design, play structure, plant materials, and shade structure.

Fences shown on the plans (Sheet L1) include a typical good neighbor wooden fence, and good neighbor wooden fence with a double lattice on the top, a tubular steel "view" fence, and a pre-cast sound wall. Locations for each type of fence are generally as follows:

- Good neighbor wooden fence – located along side and rear property lines between adjacent residential parcels.
- Good neighbor wooden fence with double lattice – located along corner side yards of residential parcels.

- Tubular steel "view" fence – located along the southern and eastern edges of the park, the southern edge of Baldocchi Drive (entry road off of Sellers Avenue), and along the northern edges of A Street and D Street where they border the landscaping along East Cypress Road.
- Pre-cast sound wall – located between the residential parcels and Sellers Avenue, East Cypress Road, and other properties to the south.

Although all applicable conditions of approval from Planning Commission Resolution No. 08-06 will still apply to this project, it is worth specifically pointing out that per condition #15 of that resolution, the fencing between the site and existing properties to the south and east shall be satisfactory to the developer, neighbors, and City of Oakley. Staff will ensure that before the tubular steel fence and pre-cast sound wall is installed in these locations, that all partied are agreeable. Staff is supportive of the fencing as proposed.

Environmental Analysis

The proposal for house designs and other design elements of the subdivision falls within the scope of the development project as a whole, which was analyzed under the California Environmental Quality Act (CEQA) as a part of "The Westerly Annexation" Initial Study and Mitigated Negative Declaration filed with the County Clerk on October 15, 2004, and assigned the Governor's Office of Planning and Research - State Clearing House Number 2004082117.

Analysis

The proposed plans were analyzed for consistency with the adopted City of Oakley Residential Guidelines ("Guidelines"). Since the Vesting Tentative and a Development Agreement are already approved, the street layouts, lot arrangements and sizes, and density are already approved. Staff has focused this analysis on the home design and other elements discussed on the Project Description section of this Staff Report.

Residential Siting and Lot Design

The applicant has plotted the homes to provide minimum setbacks of 20-feet from the front property lines to the garage doors; however, nearly every home is setback to the garage at 20-feet, resulting in little setback variation to garage doors along the street frontage. This is further exacerbated by all of the floor plans having variations of no more than five-feet between the living space and garage setbacks. On shallow lots with smaller rear yards, this may be okay, given larger variations between the garages and living space frontages, but for this neighborhood, there are adequate sized rear yards to allow for some homes to be setback up to 3-feet further toward the rear. In order to increase the variations in front setbacks, Staff has included a condition of approval in the proposed resolution that any three consecutive homes along the same street frontage have one home with a setback to the garage door of at least 23-feet.

Building mass is an element of lot siting and design and can greatly affect the aesthetics of the overall neighborhood. For the proposed project, all plans are one-story and by nature have smaller building mass than a two-story home. In addition, the roof plans vary, resulting in significant difference in the massing as seen from the front and rear, and in some cases, all sides. Since all of the homes are singe-story, the project meets the Oakley Residential Design Guidelines for a minimum of 20% of the total lots and 50% of the corner lots being plotted with single-story homes.

Architectural Character

The architecture of the proposed homes includes prominent materials on the front facades, wrapping of those materials to a logical location or fence line, and 360 degree architecture in regards to false shutters, trim, and gable treatments, where appropriate. Gables are finished with decorative elements and secondary main colors or materials, depending on the architectural style and floor plan. Some of the homes include a second material or siding type in addition to the main stucco body, such as decorative board and batten and stone veneer for the Craftsman, and brick veneer for the Prairie.

Recent Design Review approvals have included a unique garage door style and exterior lighting for specific architectural types. This project is proposed with different garage door styles, specific to each architectural type. There is no specific exterior lighting proposed. Staff has included a condition of approval requiring an exterior lighting design, unique to each architectural style, be included in the master construction drawing plans submitted to the City for plan check.

The plans being presented to the City Council, and as conditioned in the proposed resolution, are consistent with the guidelines in that there is variety in the architectural elements, such as false shutters, board and batten, decorative tiles, and stone or brick veneer. Gable sidings and shutters are used on all four sides of the homes where applicable and feasible, and stone and brick veneer wraps to the side fence line, as applicable. Also, window trimming is found on all four sides of the homes in addition to the choices in colors and materials.

Street Tree Plan

The conceptual landscape plans have shown a standard of two street trees per interior lot and four per corner lot. In several instances with recent developments, developers have run into issues satisfying similar tree placements due to the City's and utility agencies' tree setbacks that can only fully be analyzed once the improvement plans and utility locations are finalized. For this reason, Staff has included a condition of approval in the proposed resolution that requires the applicant to first attempt to install trees per the conceptually approved plans, but if they are unable to feasibly do so due to any of the reasons explained herein, that the Community Development Director and City Engineer or their designees have authority to review and approve a street tree plan that

may result in an overall reduction of trees, relocate trees, or in some instances, replace trees with tree-like shrubs.

Citizen Planning Advisors

The Oakley Citizen Planning Advisors ("CPA") received copies of the most current Applicant's Plans on June 3, 2021. No comments were received from the CPA.

Findings

Draft findings are included in the attached resolution.

Recommendation

Staff recommends the City Council adopt the resolution approving "Cypress Crossings Design Review (DR 07-21)", as conditioned.

Attachments

1. Vicinity Map
2. Notice of Public Hearing
3. Applicant's Plans
4. Proposed Resolution

Vicinity Map

Cypress Crossings Design Review (DR 07-21)

(APNs: 032-010-002 and 032-010-012)



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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **August 10, 2021** 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 the item as described below:

Project Name: Cypress Crossing Design Review (DR 07-21).

Project Location: 6390 Sellers Ave. Oakley, CA 94561; southeast corner of East Cypress Rd. and Sellers Ave. APNs 032-010-002 & -012.

Applicant: KB Home North Bay LLC, 4830 Business Center Dr., Ste. 150, Fairfield, CA 94534. (Jessica Camarena, Forward Planner; email: jcamarena@kbhome.com).

Request: This is a public hearing on an application by KB Home North Bay, LLC ("Applicant") requesting Design Review approval of a development plan, elevations, floor plans, roof plans, conceptual landscape plans, colors and materials detail, and conceptual park plan of 98 single-family residential lots located within the Cypress Crossings subdivision (formerly known as "Tuscany Estates" or "Baldocchi Subdivision") (Tentative Map 8904). Proposed homes consist of five single-story plans ranging from 1,646 to 2,188 square feet of livable area. The project site is located at the southeast corner of East Cypress Road and Sellers Avenue and is zoned P-1 (Planned Unit Development) District: APNs: 032-010-002 & -012.

How to Review: The Staff Report and its attachments will be available for public review, on or before August 5, 2021 online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the August 10, 2021 agenda and clicking the project title link. Interested persons are invited to submit written comments prior to 5:00 P.M. the day of the hearing to Ken Strelo, Principal Planner strelo@ci.oakley.ca.us.

NOTICE IS ALSO GIVEN pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered to the City of Oakley City Clerk at, or prior to, the Public Hearing.



1934 “C”
PRAIRIE

2188 “B”
CRAFTSMAN

1646 “A”
SPANISH

1891 “C”
PRAIRIE

2035 “B”
CRAFTSMAN

City of Oakley
Planning Division

JUL 26, 2021

RECEIVED

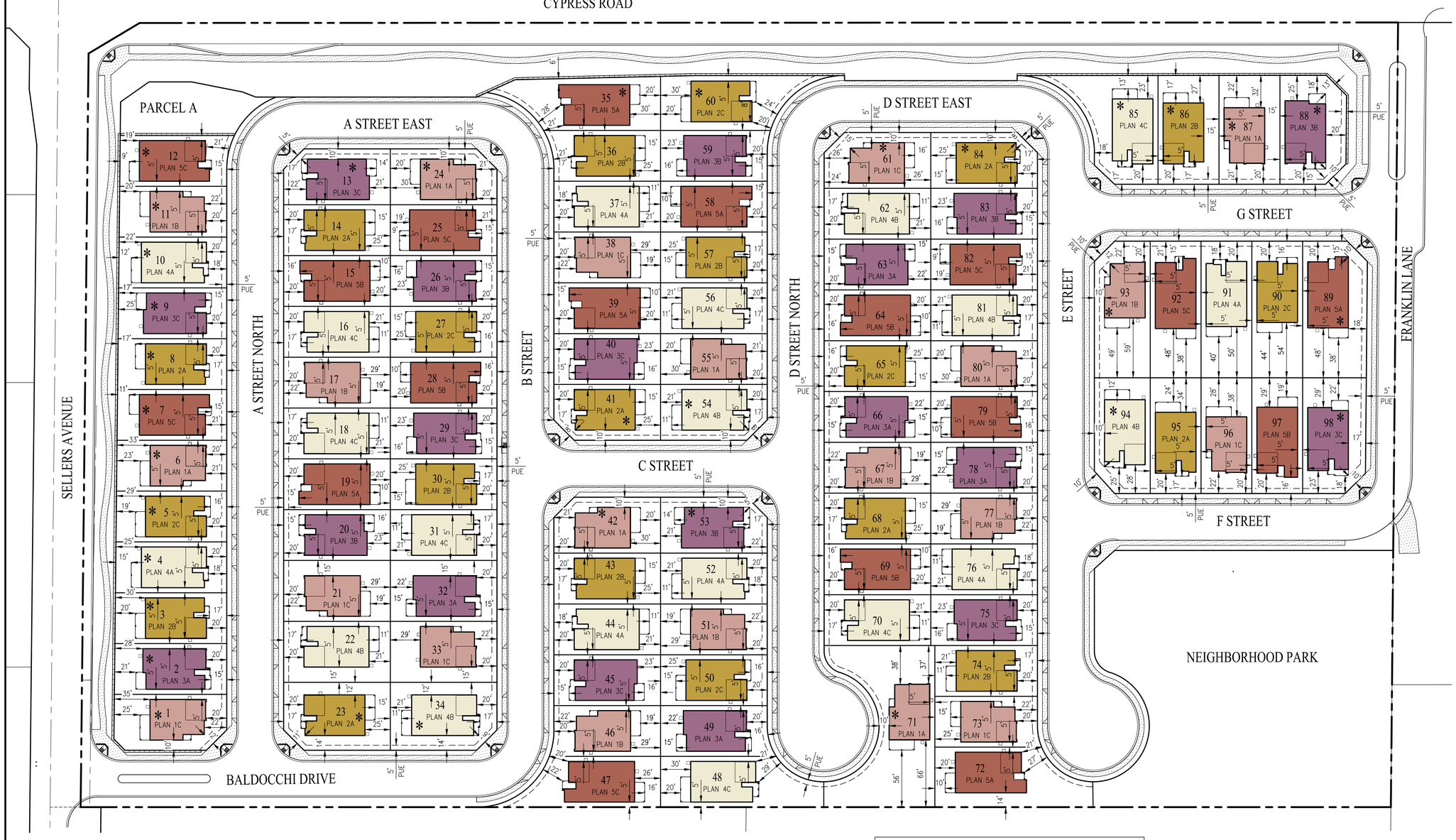
STREETSCENE

KB Home North Bay
4830 Business Center Drive Suite 150
Fairfield, CA 94534
(707) 389-7500

OAKLEY, CA.

CYPRESS CROSSINGS

JOB No. : 640185
April 22, 2021



LEGEND

66	LOT NUMBER
PLAN 3A	PLAN NUMBER AND ELEVATION
*	ENHANCED ELEVATION
	LOT LINE
	SOUND WALL
	PUBLIC UTILITY EASEMENT (PUE)

REQUIRED SETBACKS PER COA (SEE COA FOR MORE DETAILS):

SINGLE STORY HOMES
- FRONT YARD SET BACK
  - –20' TO GARAGE
  - –15' TO ANY LIVING SPACE
  - –15' TO PORCHES
- SIDEYARD SET BACK
  - –5' MINIMUM –– SUM OF BOTH SIDES 10'
  - –CORNER LOTS = 10' STREET SIDEYARD
- REARYARD SETBACK– 15'

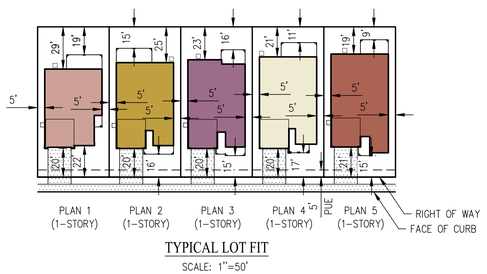
TWO–STORY HOMES
- FRONT YARD SET BACK
  - –20' TO GARAGE
  - –15' TO ANY LIVING SPACE
  - –15' TO PORCHES
- SIDEYARD SET BACK
  - –5' MINIMUM –– SUM OF BOTH SIDES 15'
  - –CORNER LOTS = 10' STREET SIDEYARD
- REARYARD SETBACK– 15'

OTHER REQUIREMENTS PER COA (SEE COA FOR MORE DETAILS):

- AT LEAST 20% OF THE UNITS SHALL BE SINGLE STORY WITHIN THE ENTIRE SUBDIVISION
- AT LEAST 50% OF THE CORNER LOTS TO HAVE SINGLE STORY UNITS
- ALL OF THE CORNER LOTS THAT DO NOT HAVE DUET UNITS SHALL HAVE SINGLE STORY UNITS

GENERAL NOTES:

1. OWNER/SUBDIVIDER: KB HOME
   4830 BUSINESS CENTER DRIVE, SUITE 150
   FAIRFIELD, CA 94534
   PHONE : (707) 389–7510
   CONTACT : KEVIN FREDRICKSON
2. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
   2633 CAMINO RAMON, SUITE 350
   SAN RAMON, CALIFORNIA 94583
   PHONE : (925) 866–0322
3. ACREAGE: 22.8 AC±
4. LAND USE: EXISTING – SINGLE FAMILY HIGH
   PROPOSED – SINGLE FAMILY HIGH
5. ZONING: EXISTING – P–1 (PLANNED DEVELOPMENT) DISTRICT
   PROPOSED – P–1 (PLANNED DEVELOPMENT) DISTRICT



TYPICAL LOT FIT
SCALE: 1"=50'

PRODUCT MIX

PLAN COLOR	PLAN NUMBER	LOT COUNT	PERCENT OF TOTAL
	1	21	21%
	2	20	21%
	3	19	19%
	4	20	21%
	5	18	18%
	TOTAL	98	100%

DEVELOPMENT PLAN

CYPRESS CROSSINGS

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=50' DATE: MAY 7, 2021

0 50 100 150

cbg CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM

5/6/2021 1:45 PM

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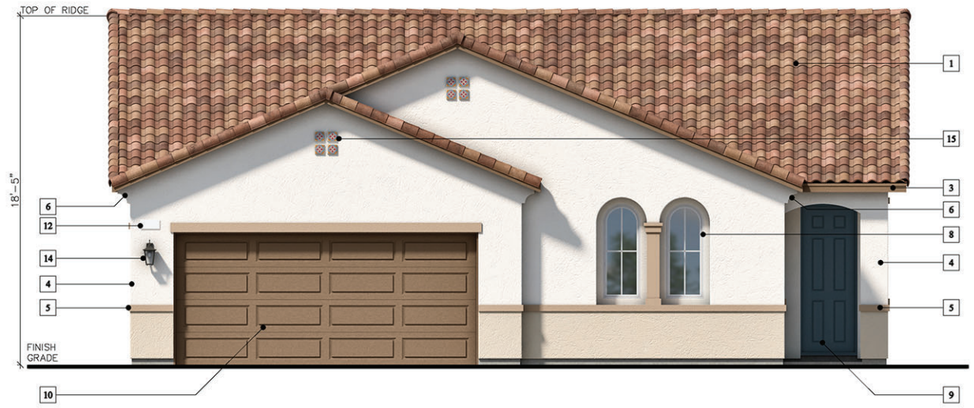
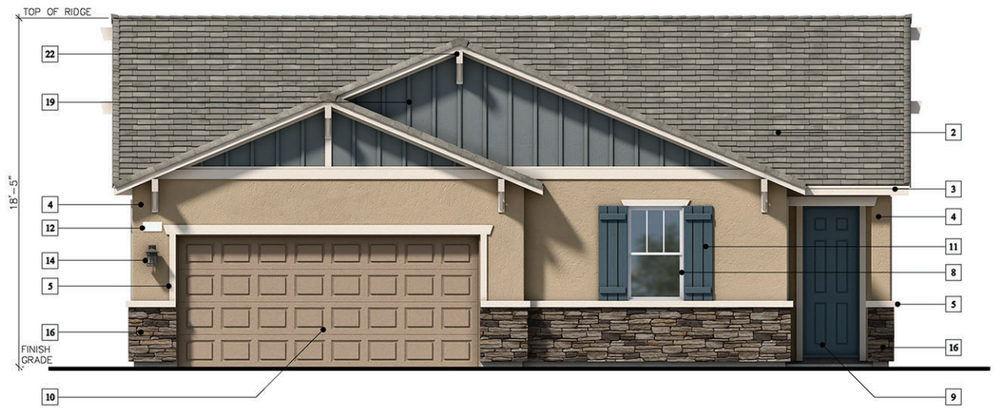


Elevation 'A' (Spanish)



Elevation 'B' (Craftsman)



Elevation 'C' (Prairie)

ELEVATION LEGEND

1	CONCRETE 'S' TILE ROOFING
2	CONCRETE FLAT TILE ROOFING
3	WOOD FASCIA BOARD
4	STUCCO FINISH
5	STUCCO OVER FOAM TRIM
6	STUCCO OVER FOAM CORBELS/SHAPED FOAM TRIM
7	DECORATIVE STUCCO COLUMNS (STUCCO OVER WOOD FRAMING)
8	PRE-FAB WINDOW SYSTEM
9	COMPOSITE ENTRY DOOR
10	METAL ROLL-UP GARAGE DOOR
11	DECORATIVE FOAM SHUTTERS
12	ILLUMINATED ADDRESS SIGN
13	(NOT USED)
14	COACH LIGHT
15	DECORATIVE TILE
16	STONE VENEER
17	DECORATIVE PRE-FAB VENTS
18	STUCCO OVER FOAM POT SHELF & CORBEL
19	DECORATIVE BOARD & BATTEN
20	WOOD POST
21	BRICK VENEER
22	DECORATIVE OUTLOOKER WITH KNEEBRACE

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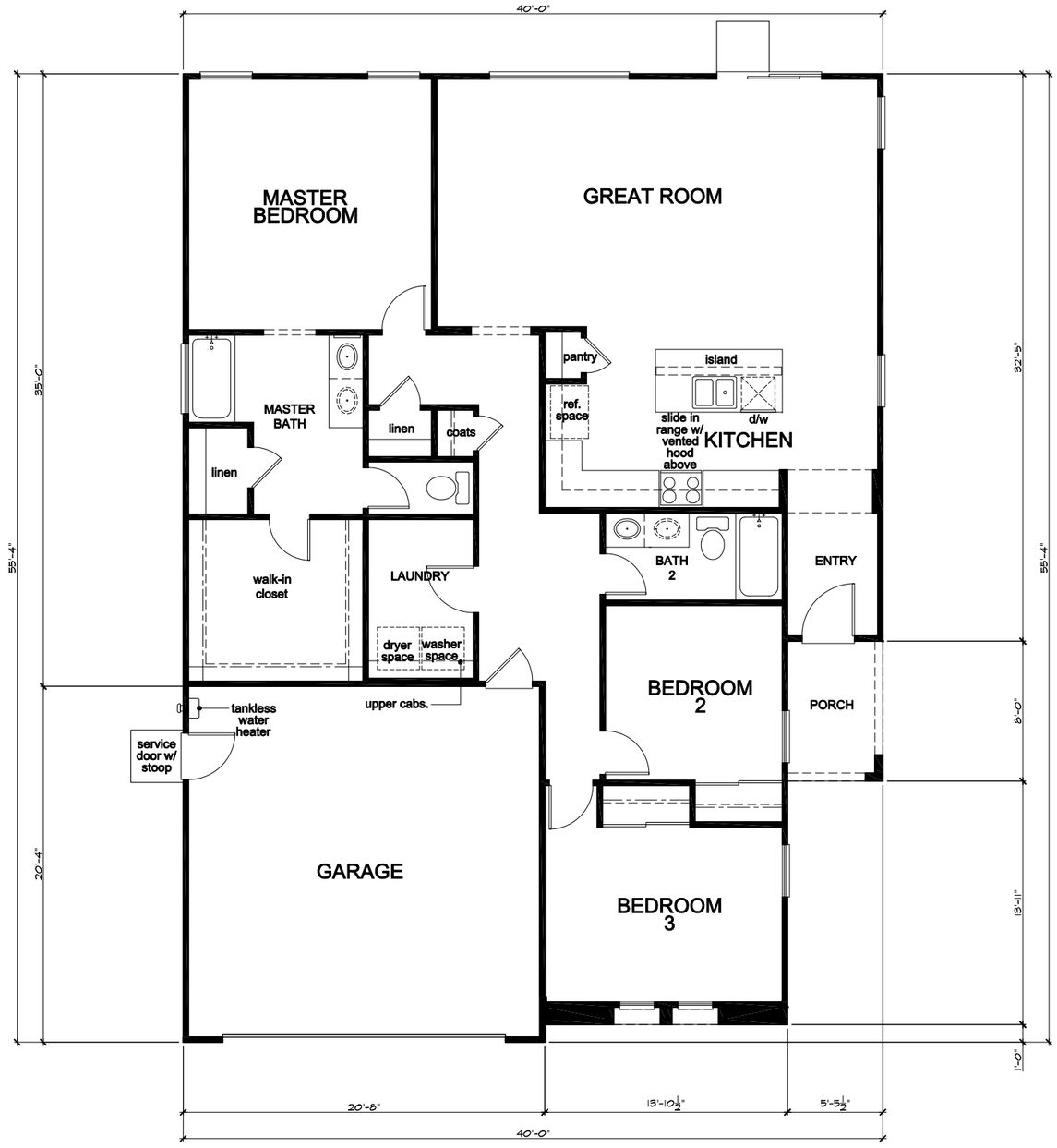
OAKLEY, CA.

CYPRESS CROSSINGS

PLAN No. : 140.1646
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



SQUARE FOOTAGE			
PLAN 140.1646			
FLOOR AREA		1646	SQ. FT.
TOTAL AREA		1646	SQ. FT.
GARAGE AREA		415	SQ. FT.
PORCH AREA(S)	ELEVATION 'A'	44	SQ. FT.
	ELEVATION 'B'	44	SQ. FT.
	ELEVATION 'C'	44	SQ. FT.
OPTIONS:			
COVD. PATIO		120	SQ. FT.
EXTENDED PATIO		248	SQ. FT.

Floor Plan 'A'

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CYPRESS CROSSINGS

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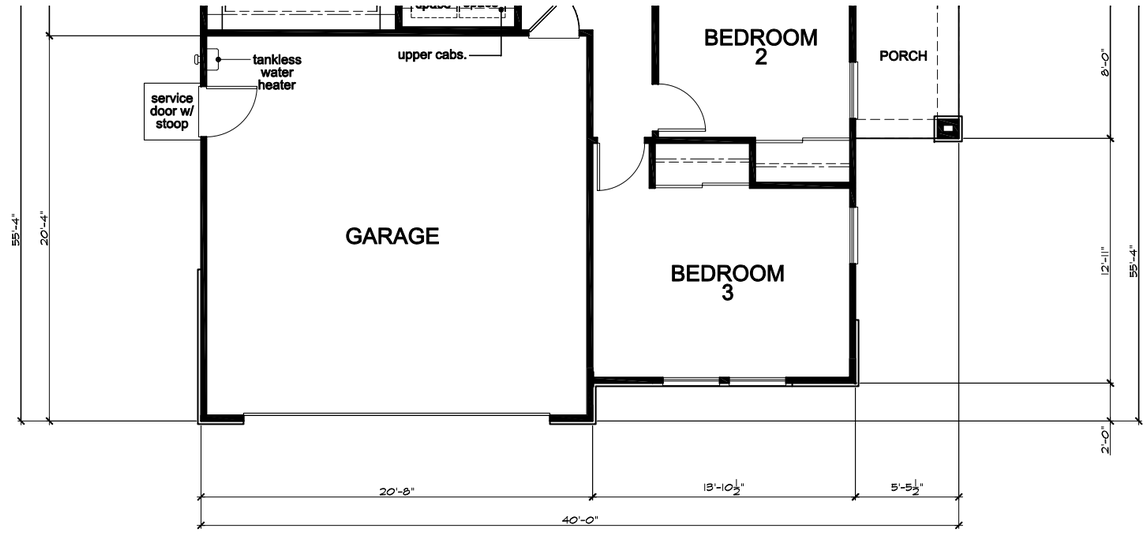
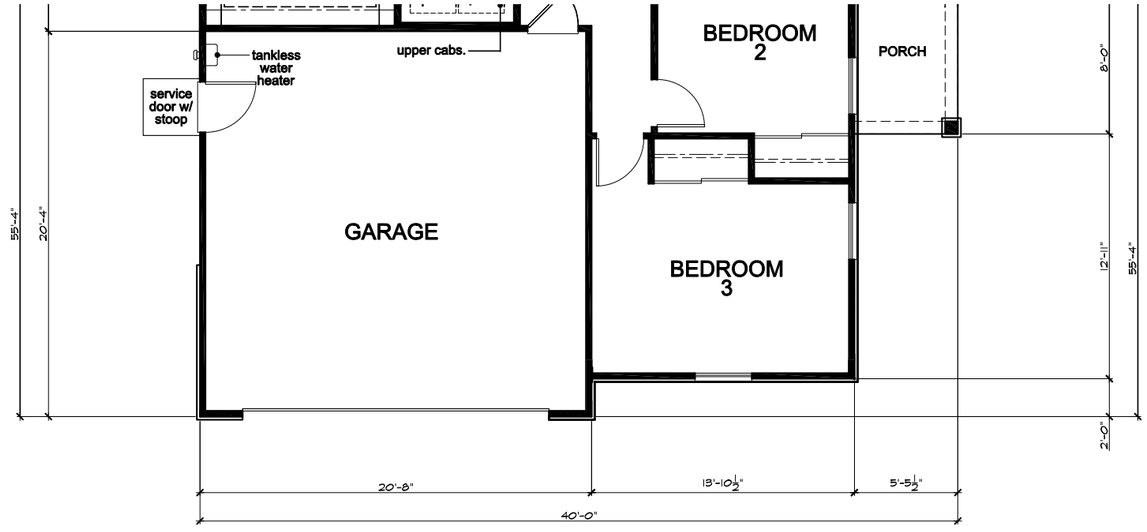
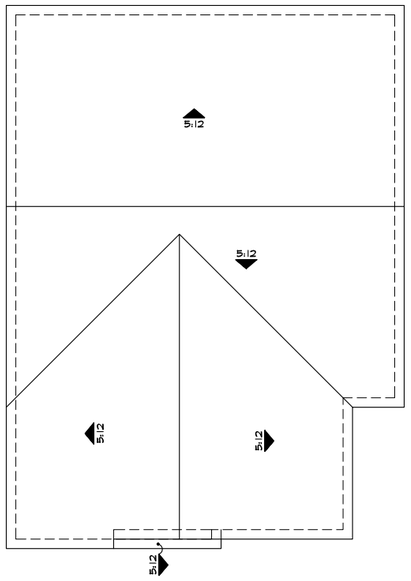
STORY: 1-STORY
July 23, 2021



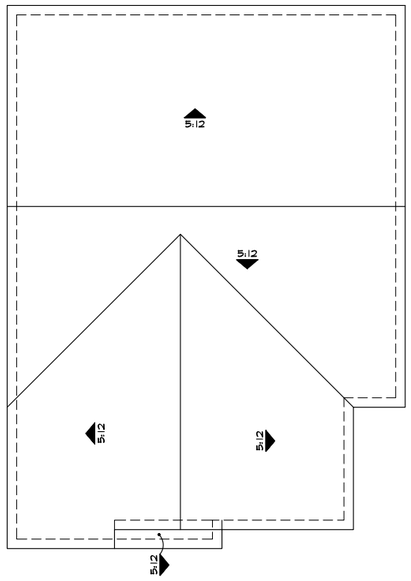
Floor Plan 'C'



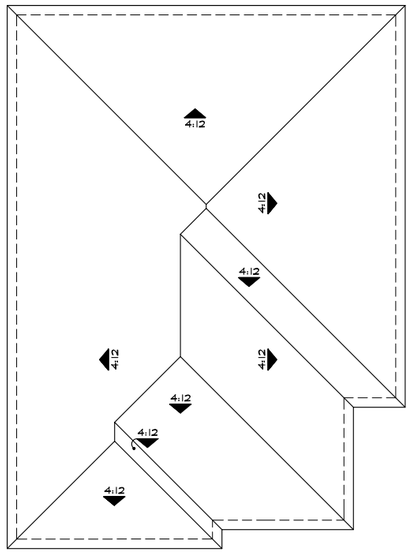
Floor Plan 'B'



'A'



'B'



'C'

Roof Plans

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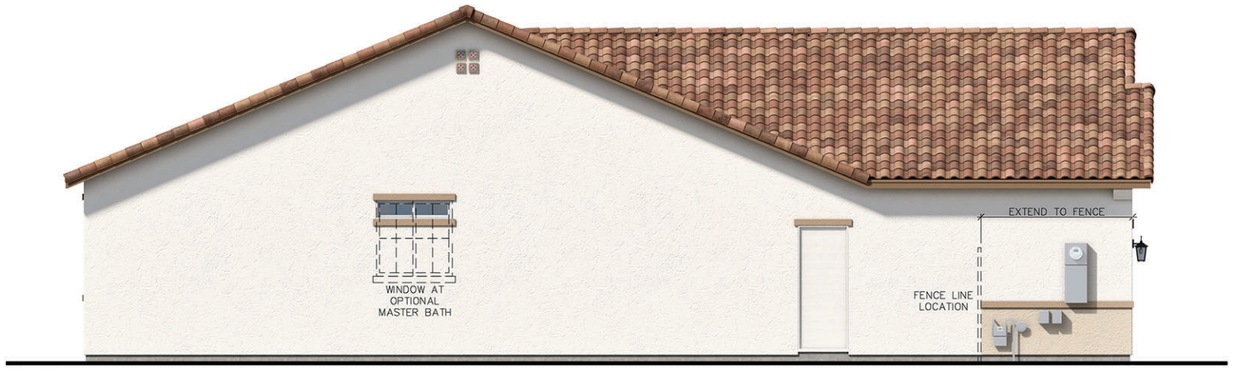
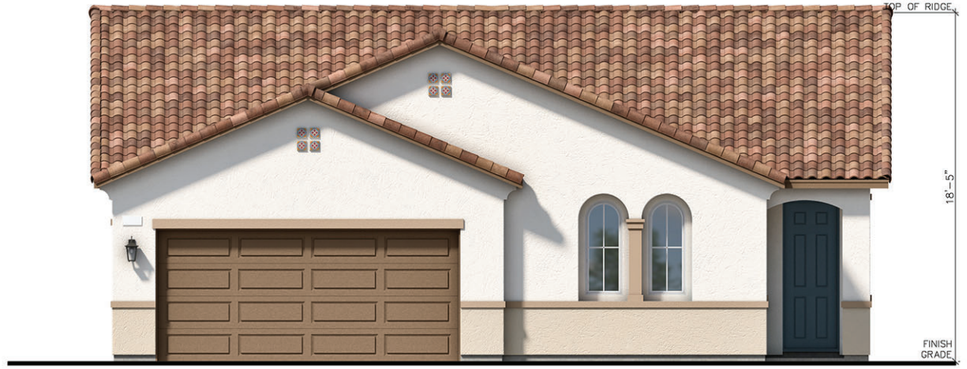
CYPRESS CROSSINGS

PLAN No. : 140.1646
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Left Elevation 'A'



Front Elevation 'A' - Spanish



Right Elevation 'A'



Rear Elevation 'A'

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CYPRESS CROSSINGS

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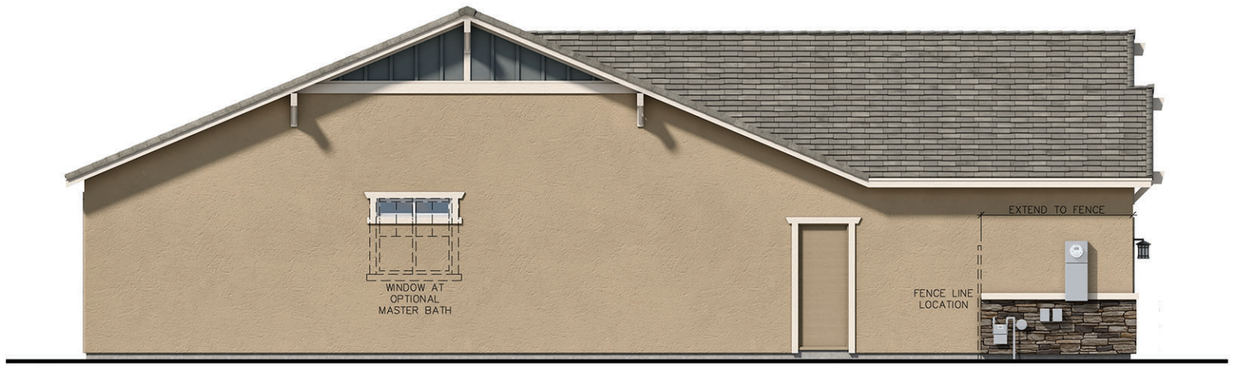
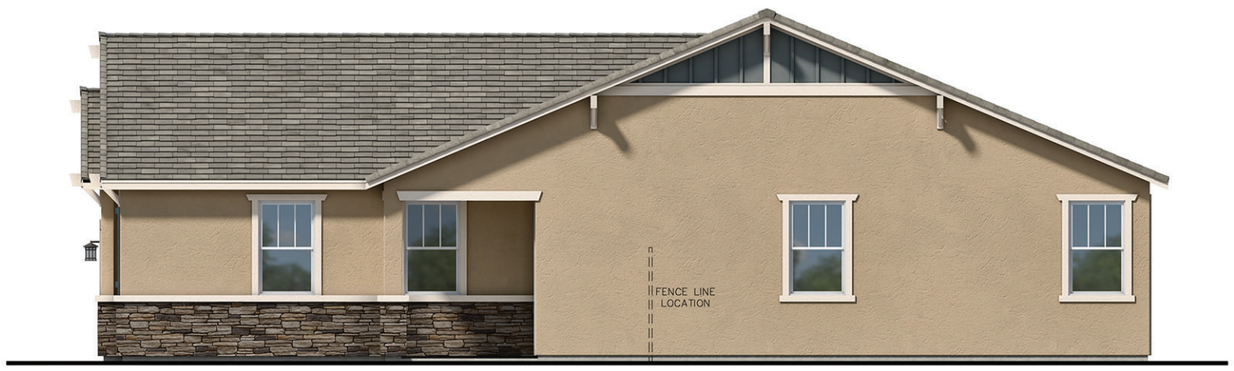


Left Elevation 'B'



Front Elevation 'B' - Craftsman



Right Elevation 'B'



Rear Elevation 'B'

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CYPRESS CROSSINGS

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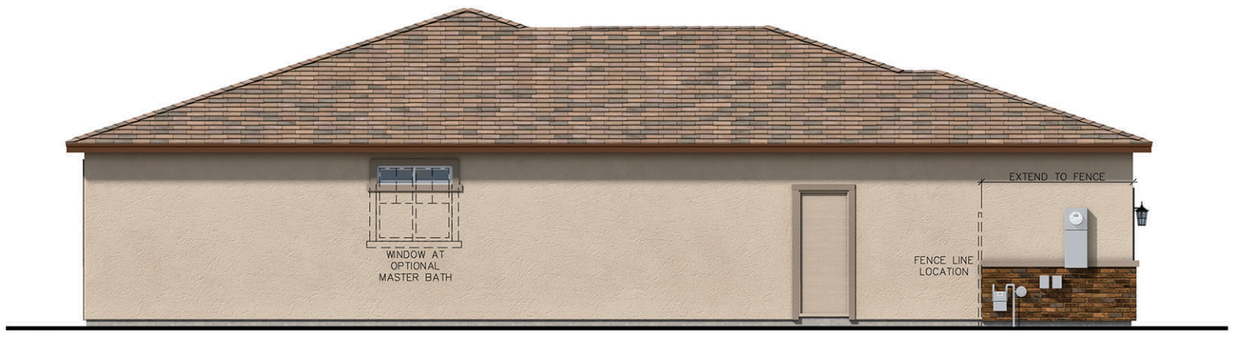
July 23, 2021



Left Elevation 'C'



Front Elevation 'C' - Prairie



Right Elevation 'C'



Rear Elevation 'C'

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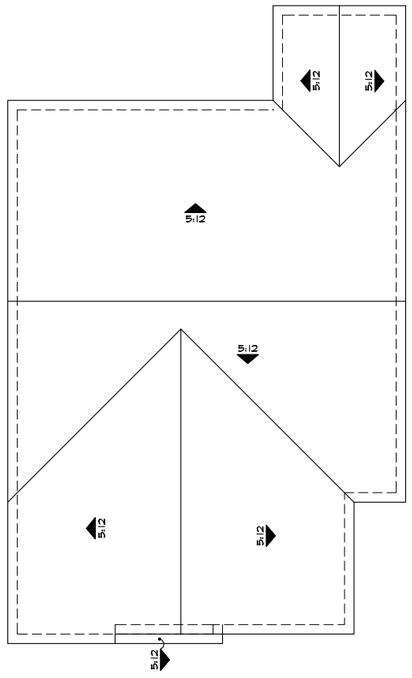
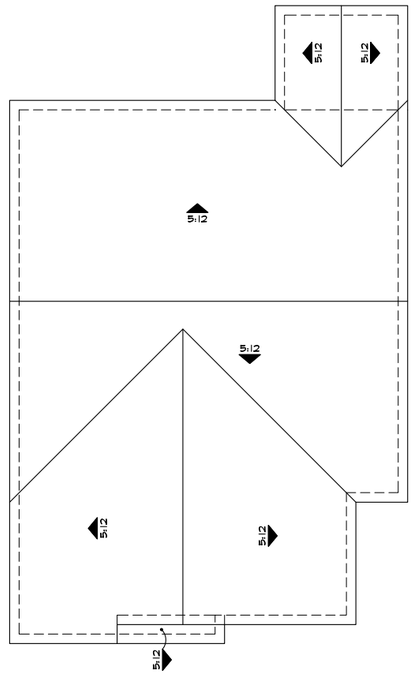
CYPRESS CROSSINGS

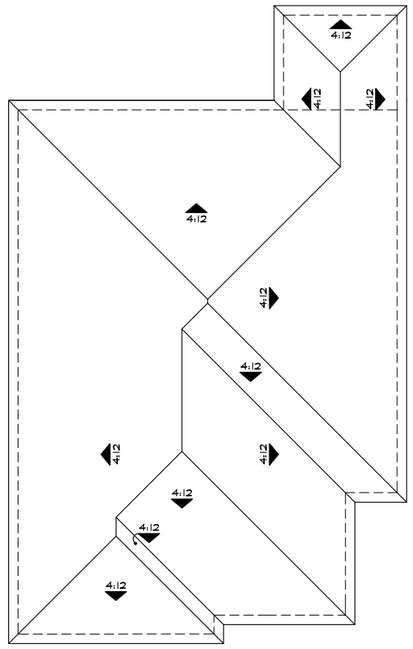
PLAN No. : 140.1646
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



'A'

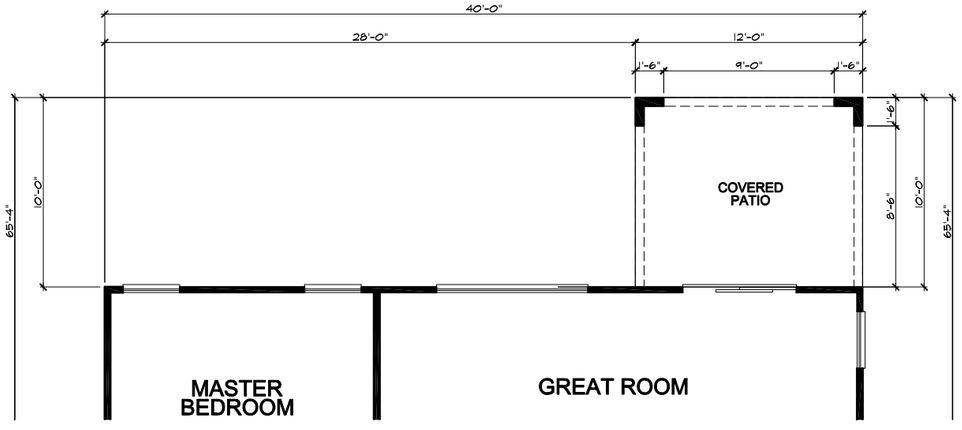


'B'



'C'

Roof Plans
at Covered Patio



Partial Floor Plan
at Covered Patio

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CYPRESS CROSSINGS

PLAN No. : 140.1646
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
at Covered Patio

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CYPRESS CROSSINGS

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JOB No. : 640185
STORY: 1-STORY
July 23, 2021



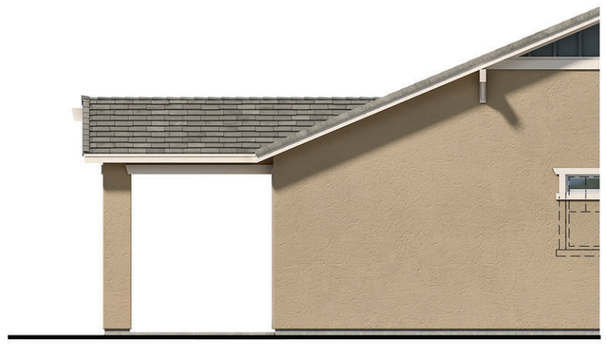
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Covered Patio

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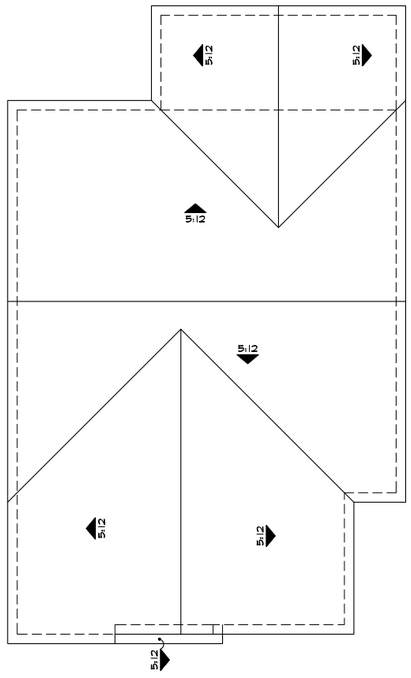
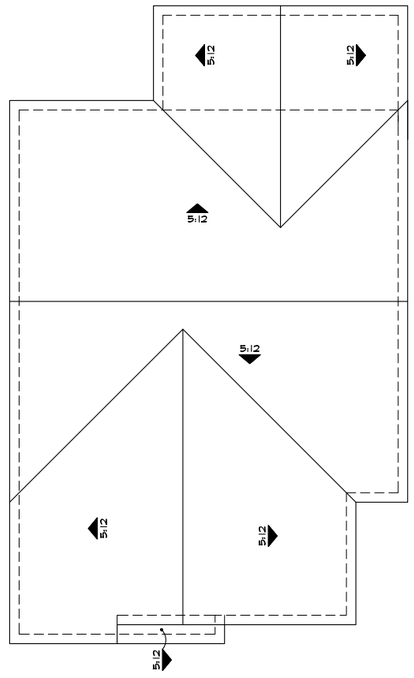
CYPRESS CROSSINGS

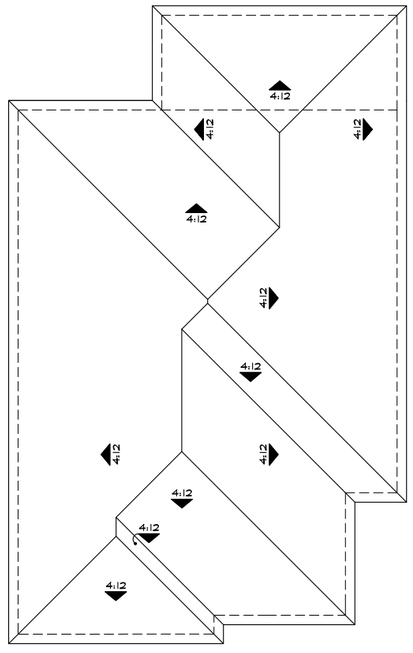
PLAN No. : 140.1646
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



'A'

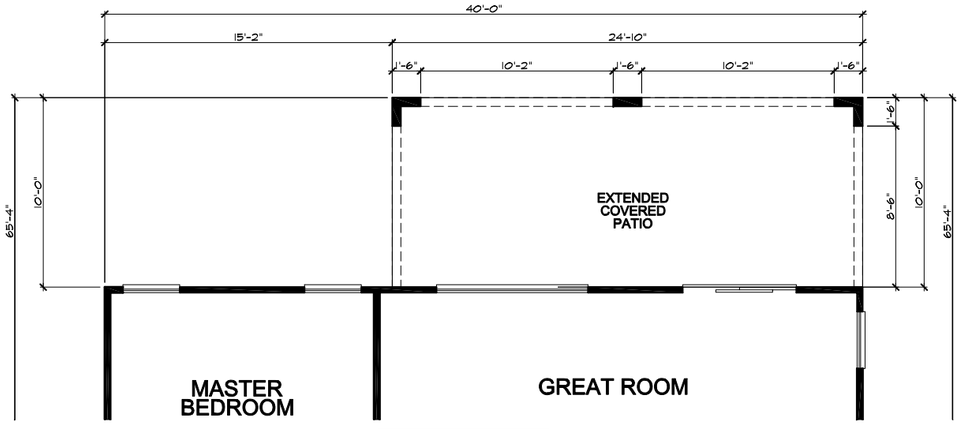


'B'



'C'

Roof Plans
at Extended Covered Patio



Partial Floor Plan
at Extended Covered Patio

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CYPRESS CROSSINGS

PLAN No. : 140.1646
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Rear Elevation 'A'

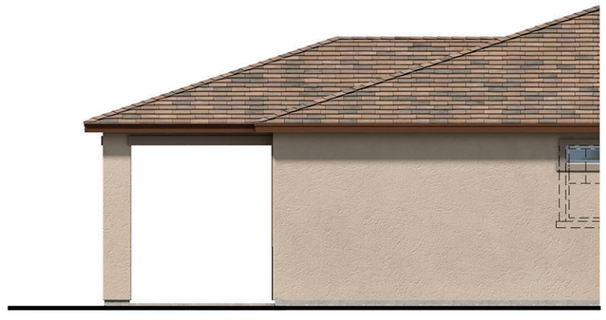


Partial Left Elevation 'A'

Elevations
at Extended Covered Patio



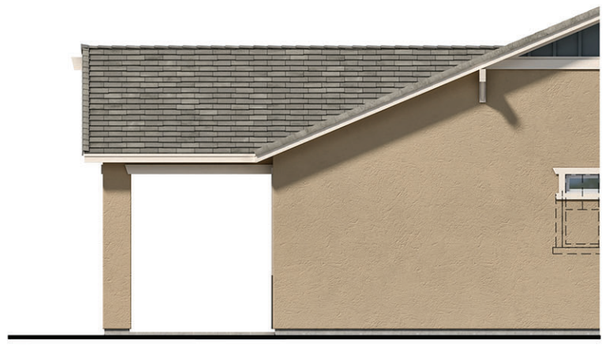
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Extended Covered Patio

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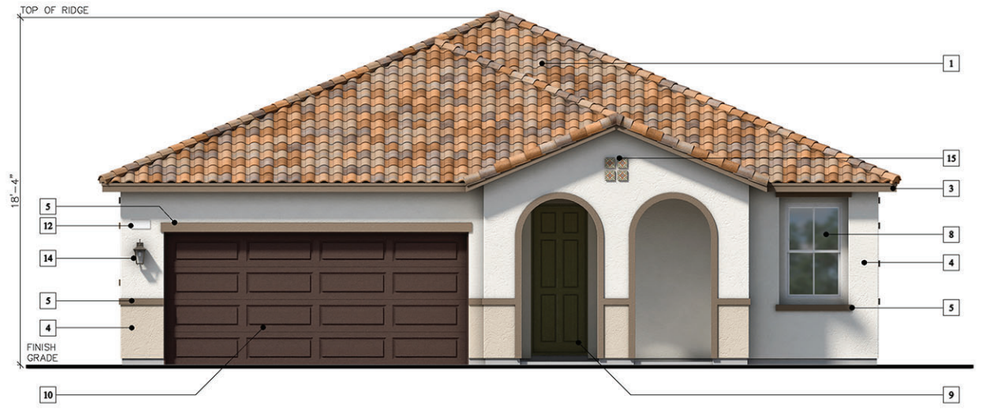
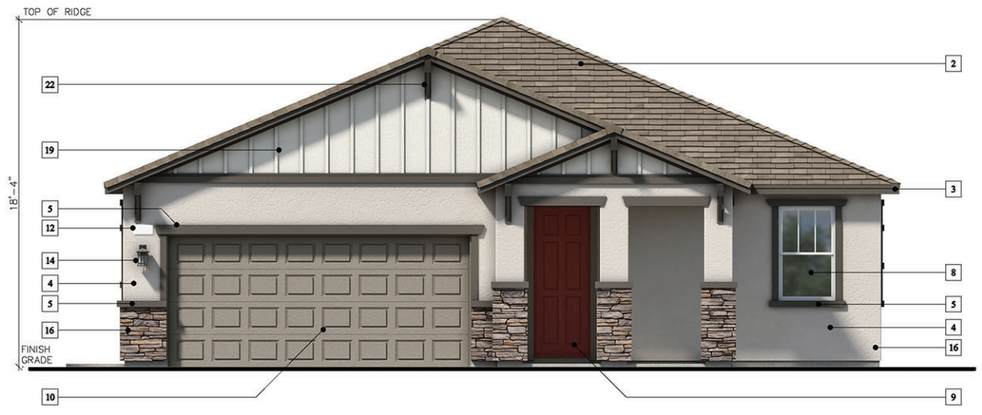
CYPRESS CROSSINGS

PLAN No. : 140.1646
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Elevation 'A' (Spanish)



Elevation 'B' (Craftsman)



Elevation 'C' (Prairie)

ELEVATION LEGEND

1	CONCRETE 'S' TILE ROOFING
2	CONCRETE FLAT TILE ROOFING
3	WOOD FASCIA BOARD
4	STUCCO FINISH
5	STUCCO OVER FOAM TRIM
6	STUCCO OVER FOAM CORBELS/SHAPED FOAM TRIM
7	DECORATIVE STUCCO COLUMNS (STUCCO OVER WOOD FRAMING)
8	PRE-FAB WINDOW SYSTEM
9	COMPOSITE ENTRY DOOR
10	METAL ROLL-UP GARAGE DOOR
11	DECORATIVE FOAM SHUTTERS
12	ILLUMINATED ADDRESS SIGN
13	(NOT USED)
14	COACH LIGHT
15	DECORATIVE TILE
16	STONE VENEER
17	DECORATIVE PRE-FAB VENTS
18	STUCCO OVER FOAM POT SHELF & CORBEL
19	DECORATIVE BOARD & BATTEN
20	WOOD POST
21	BRICK VENEER
22	DECORATIVE OUTLOOKER WITH KNEEBRACE

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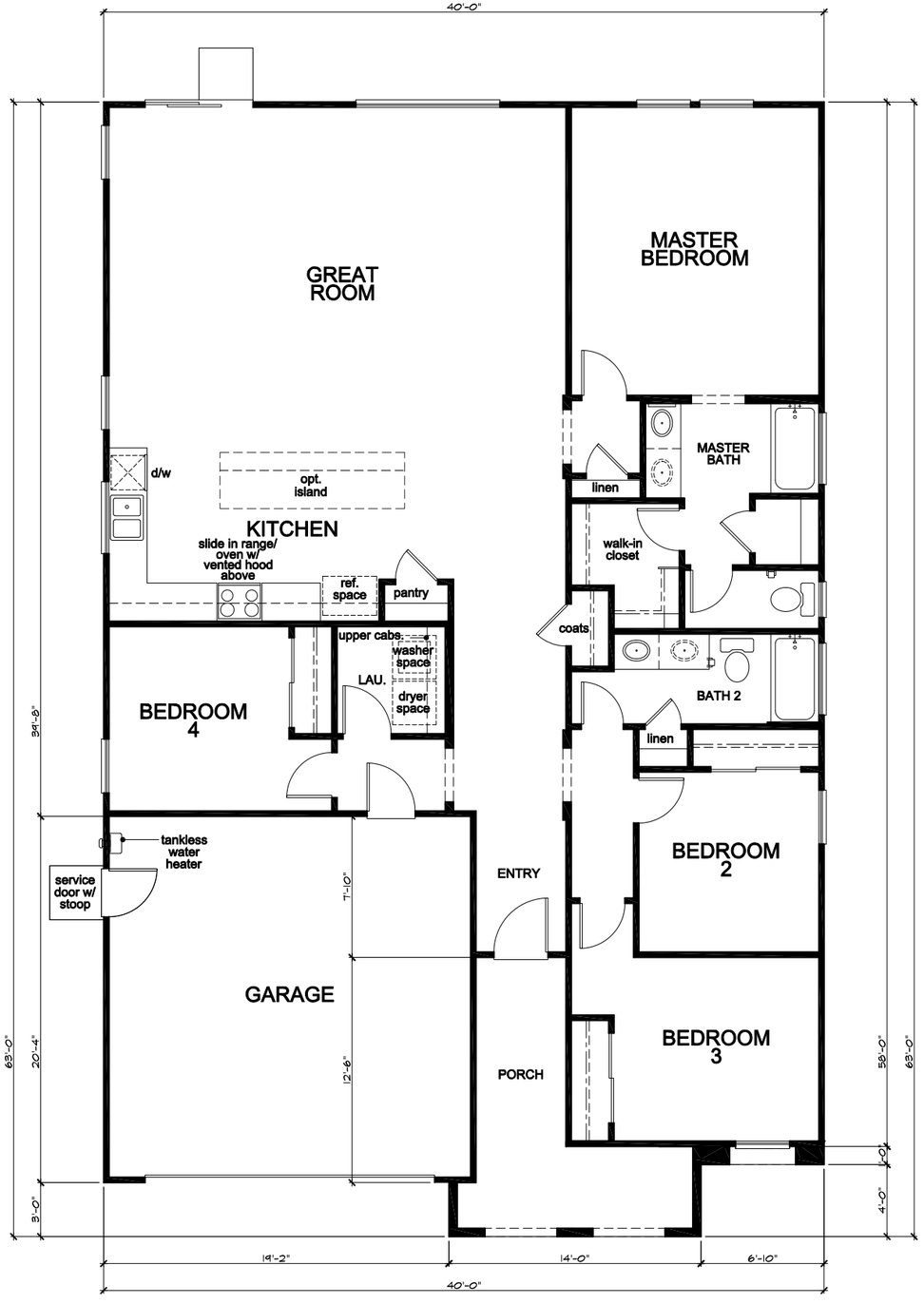
CYPRESS CROSSINGS

PLAN No. : 140.1891
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Floor Plan 'A'

SQUARE FOOTAGE			
PLAN 140.1891			
FIRST FLOOR AREA		1841	SQ. FT.
TOTAL AREA		1891	SQ. FT.
GARAGE AREA		418	SQ. FT.
PORCH AREA	ELEVATION "A"	119	SQ. FT.
	ELEVATION "B"	113	SQ. FT.
	ELEVATION "C"	67	SQ. FT.

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CYPRESS CROSSINGS

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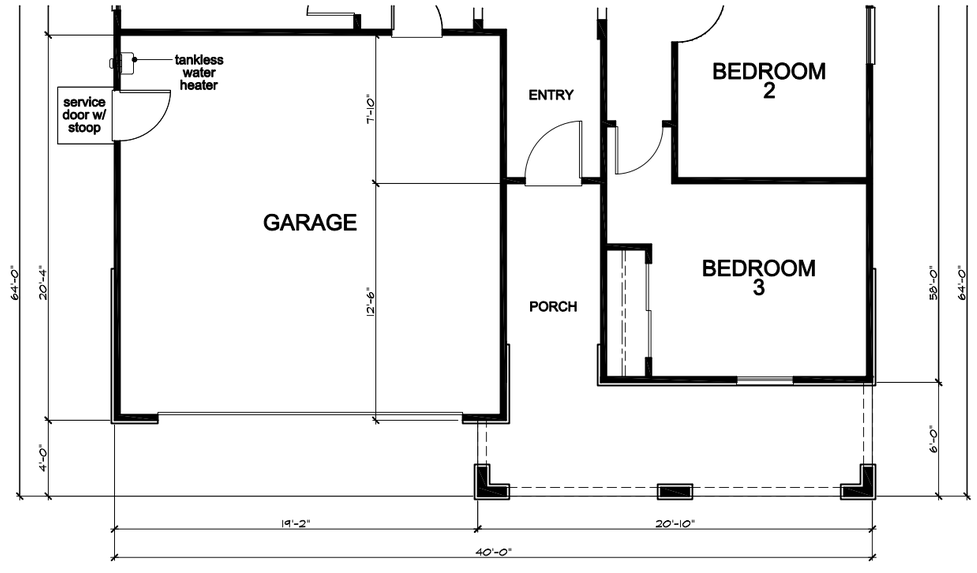
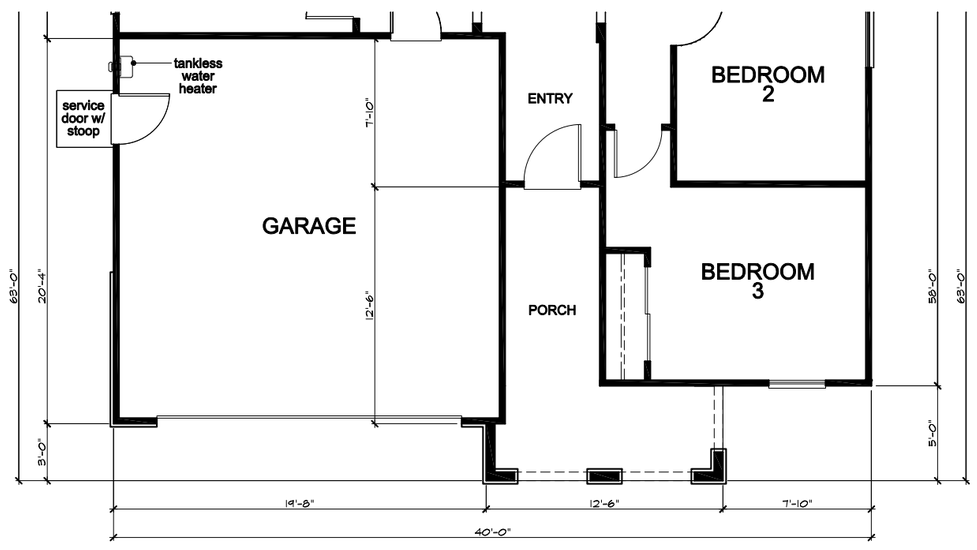
STORY: 1-STORY
July 23, 2021



Floor Plan 'C'



Floor Plan 'B'

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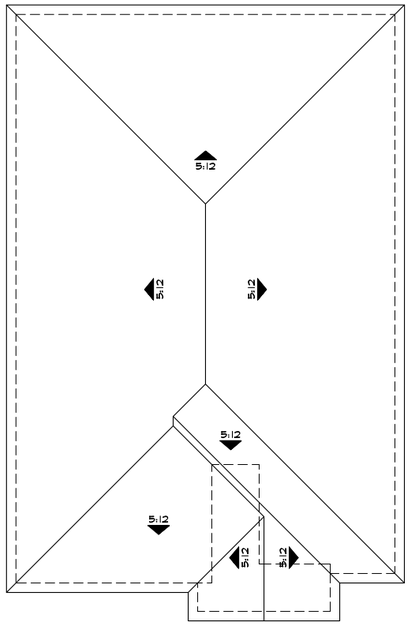
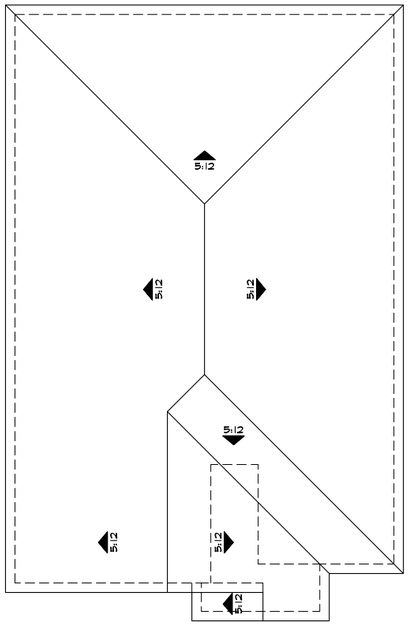
CYPRESS CROSSINGS

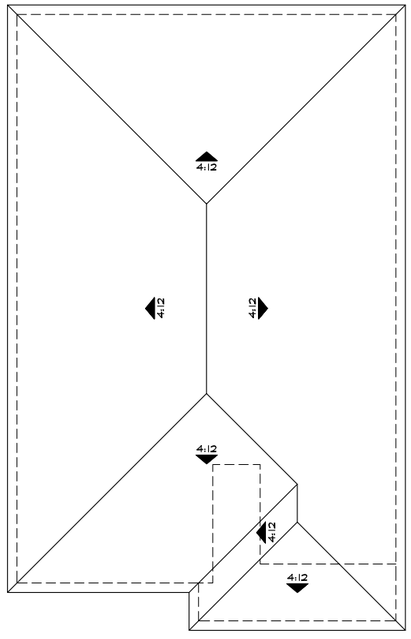
PLAN No. :	140.1891
JOB No. :	640185
STORY:	1-STORY
July 23, 2021	



'A'



'B'



'C'

Roof Plans

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CYPRESS CROSSINGS

PLAN No. : 140.1891
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Left Elevation 'A'



Front Elevation 'A' - Spanish



Right Elevation 'A'



Rear Elevation 'A'

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CYPRESS CROSSINGS

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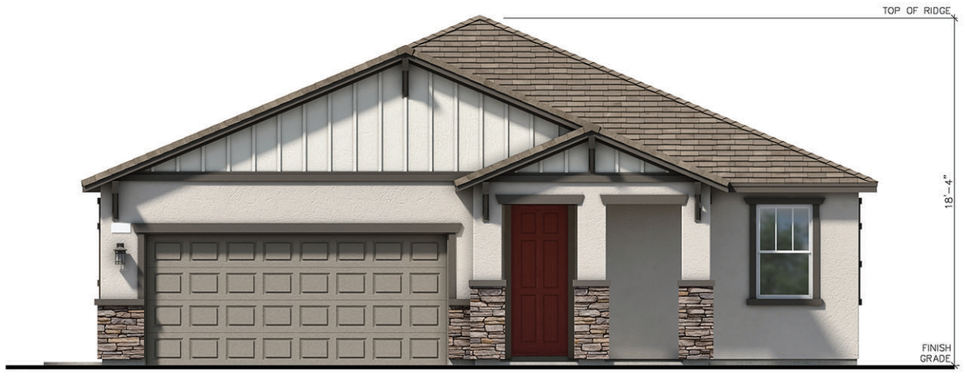
Left Elevation 'B'



Front Elevation 'B' - Craftsman



Right Elevation 'B'



Rear Elevation 'B'

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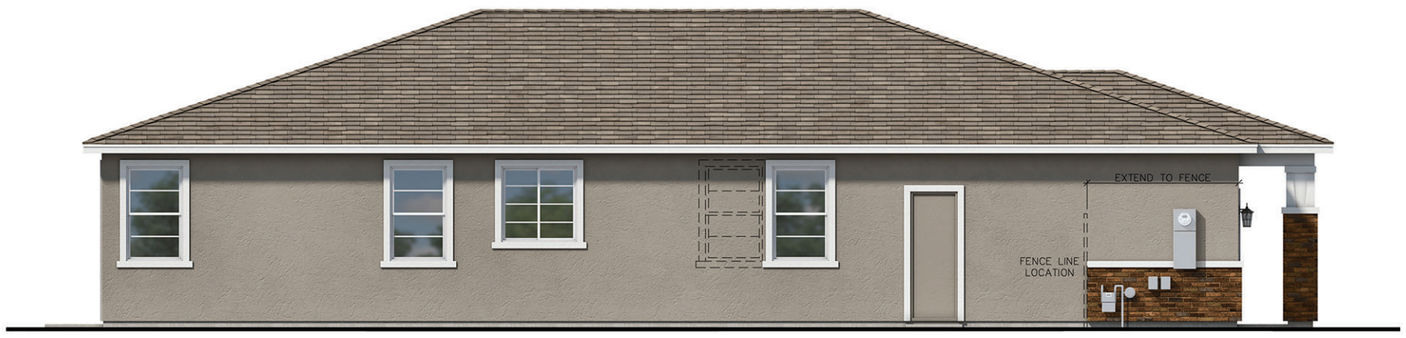
July 23, 2021



Left Elevation 'C'



Front Elevation 'C' - Prairie



Right Elevation 'C'



Rear Elevation 'C'

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CYPRESS CROSSINGS

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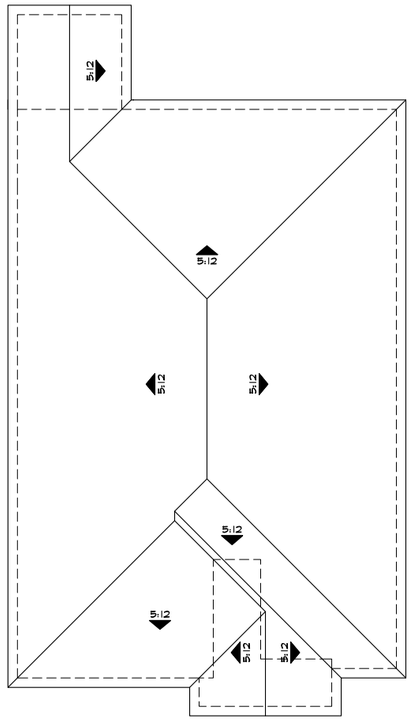
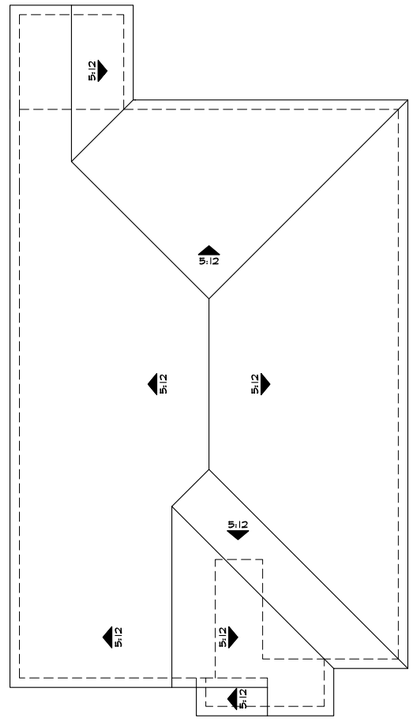
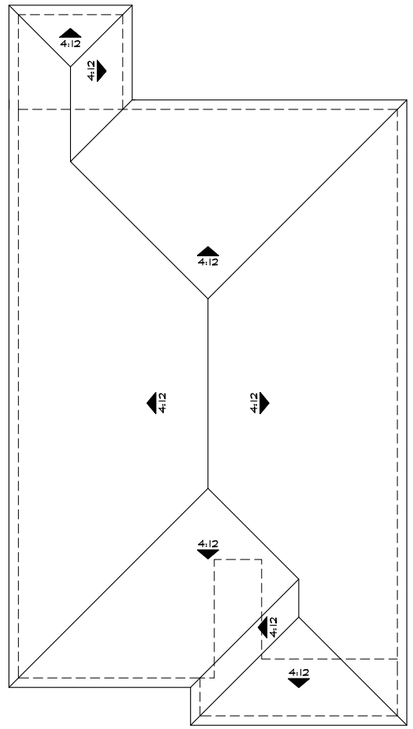
July 23, 2021



'A'

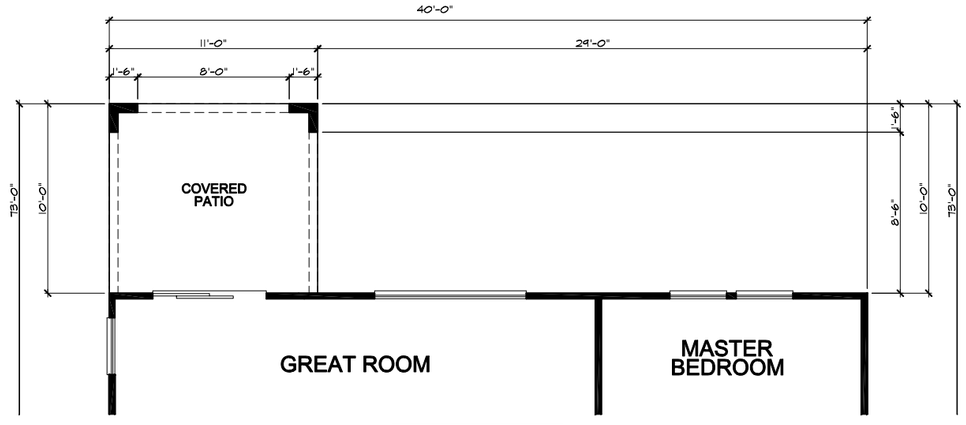


'B'



'C'

Roof Plans
at Covered Patio



Partial Floor Plan
at Covered Patio

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CYPRESS CROSSINGS

PLAN No. : 140.1891
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July 23, 2021



Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
at Covered Patio

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CYPRESS CROSSINGS

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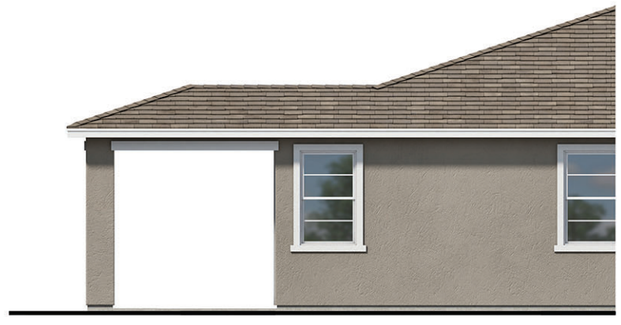
STORY: 1-STORY
July 23, 2021



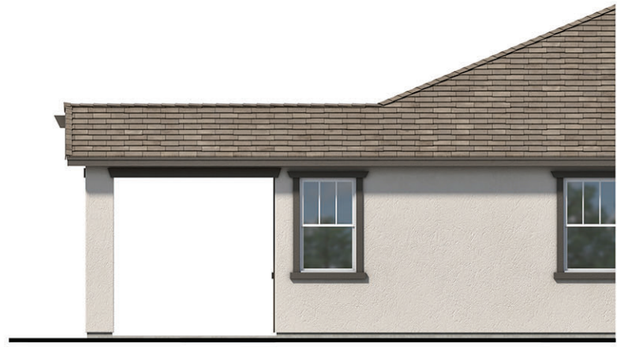
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Covered Patio

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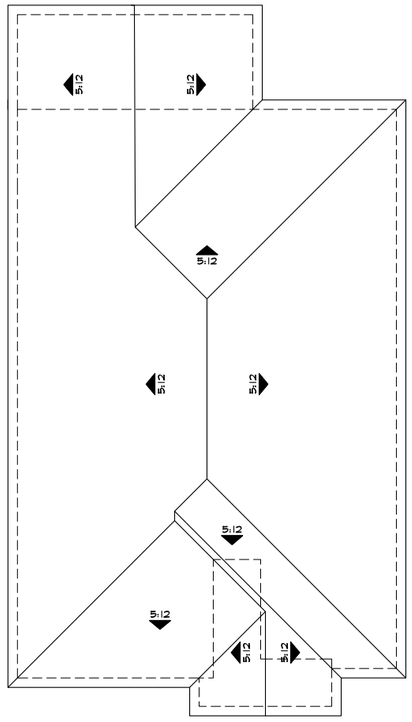
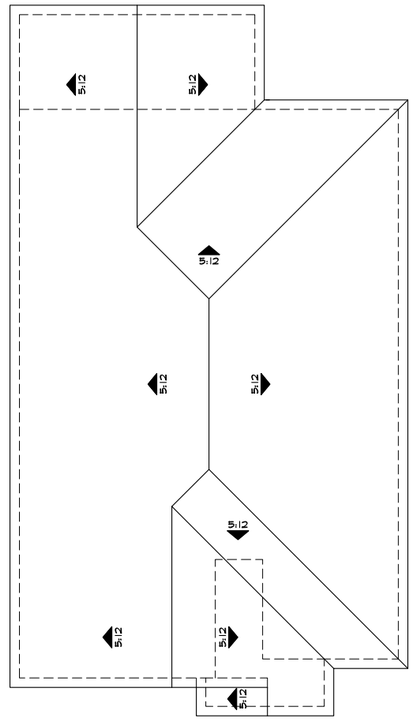
OAKLEY, CA.

CYPRESS CROSSINGS

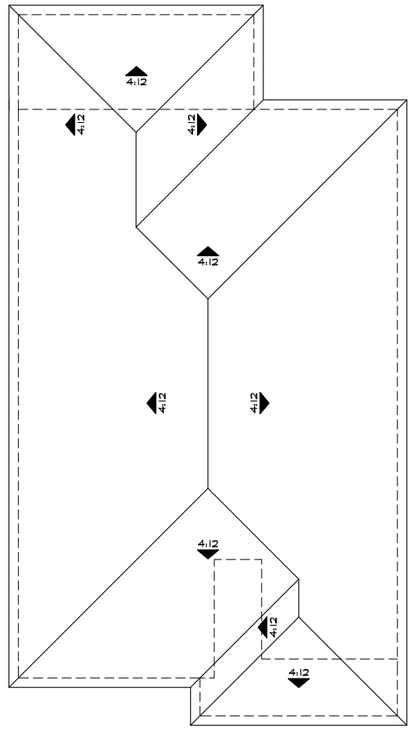
PLAN No. : 140.1891
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



'A'

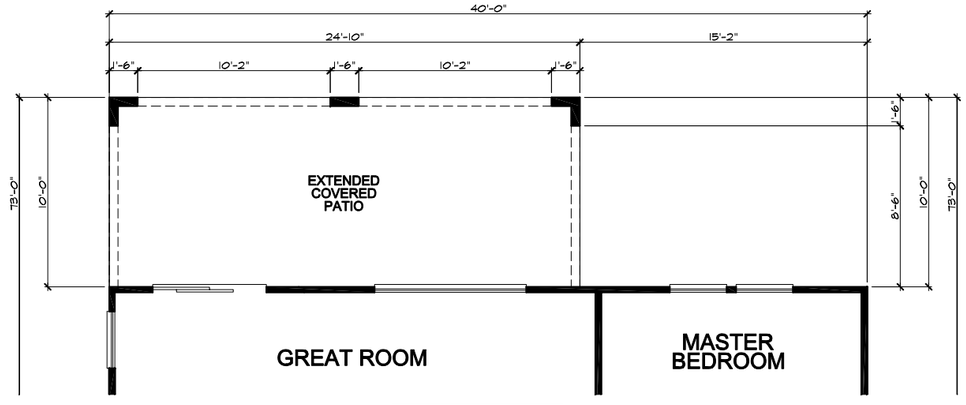


'B'



'C'

Roof Plans
at Extended Covered Patio



Partial Floor Plan
at Extended Covered Patio

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CYPRESS CROSSINGS

PLAN No. : 140.1891
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
at Extended Covered Patio

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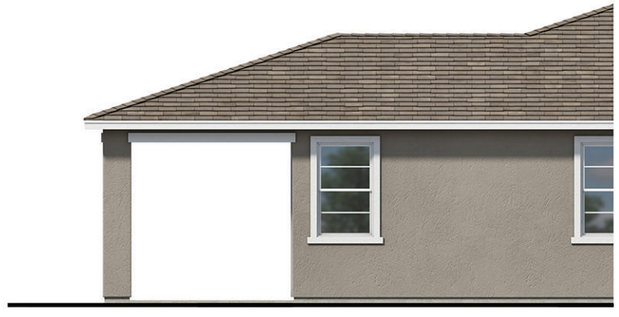
CYPRESS CROSSINGS

PLAN No. : 140.1891
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Extended Covered Patio

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CYPRESS CROSSINGS

PLAN No. : 140.1891
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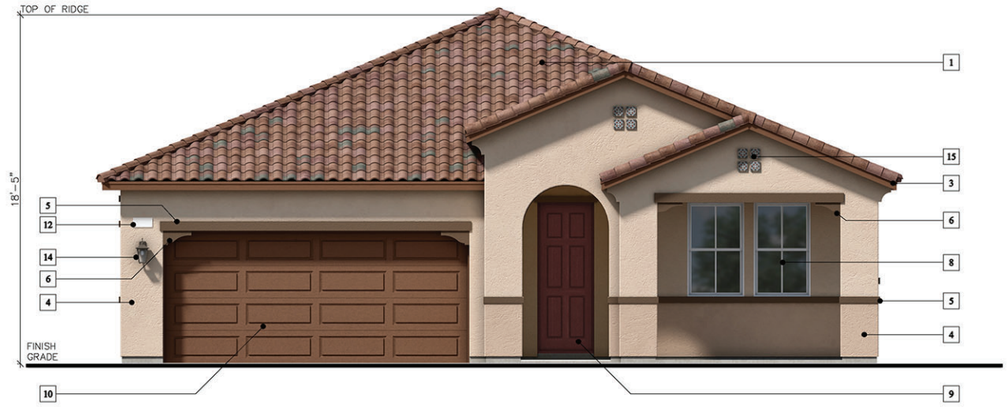
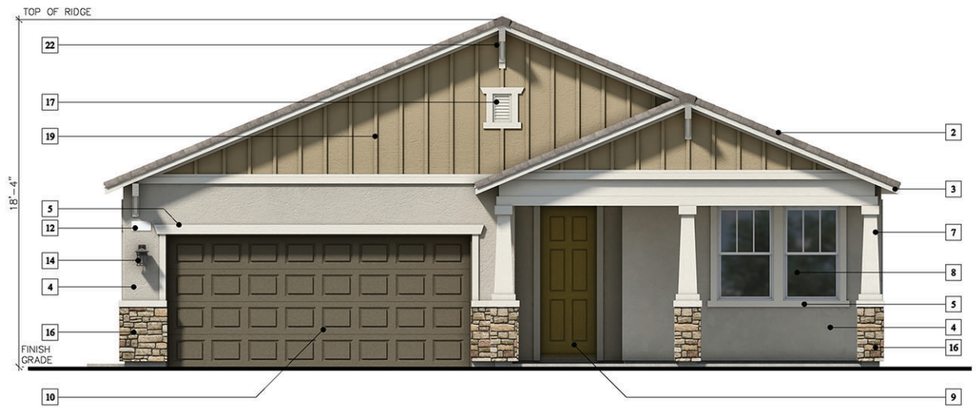
STORY: 1-STORY
July 23, 2021



Elevation 'A' (Spanish)



Elevation 'B' (Craftsman)



Elevation 'C' (Prairie)

ELEVATION LEGEND

1	CONCRETE 'S' TILE ROOFING
2	CONCRETE FLAT TILE ROOFING
3	WOOD FASCIA BOARD
4	STUCCO FINISH
5	STUCCO OVER FOAM TRIM
6	STUCCO OVER FOAM CORBELS/SHAPED FOAM TRIM
7	DECORATIVE STUCCO COLUMNS (STUCCO OVER WOOD FRAMING)
8	PRE-FAB WINDOW SYSTEM
9	COMPOSITE ENTRY DOOR
10	METAL ROLL-UP GARAGE DOOR
11	DECORATIVE FOAM SHUTTERS
12	ILLUMINATED ADDRESS SIGN
13	(NOT USED)
14	COACH LIGHT
15	DECORATIVE TILE
16	STONE VENEER
17	DECORATIVE PRE-FAB VENTS
18	STUCCO OVER FOAM POT SHELF & CORBEL
19	DECORATIVE BOARD & BATTEN
20	WOOD POST
21	BRICK VENEER
22	DECORATIVE OUTLOOKER WITH KNEEBRACE

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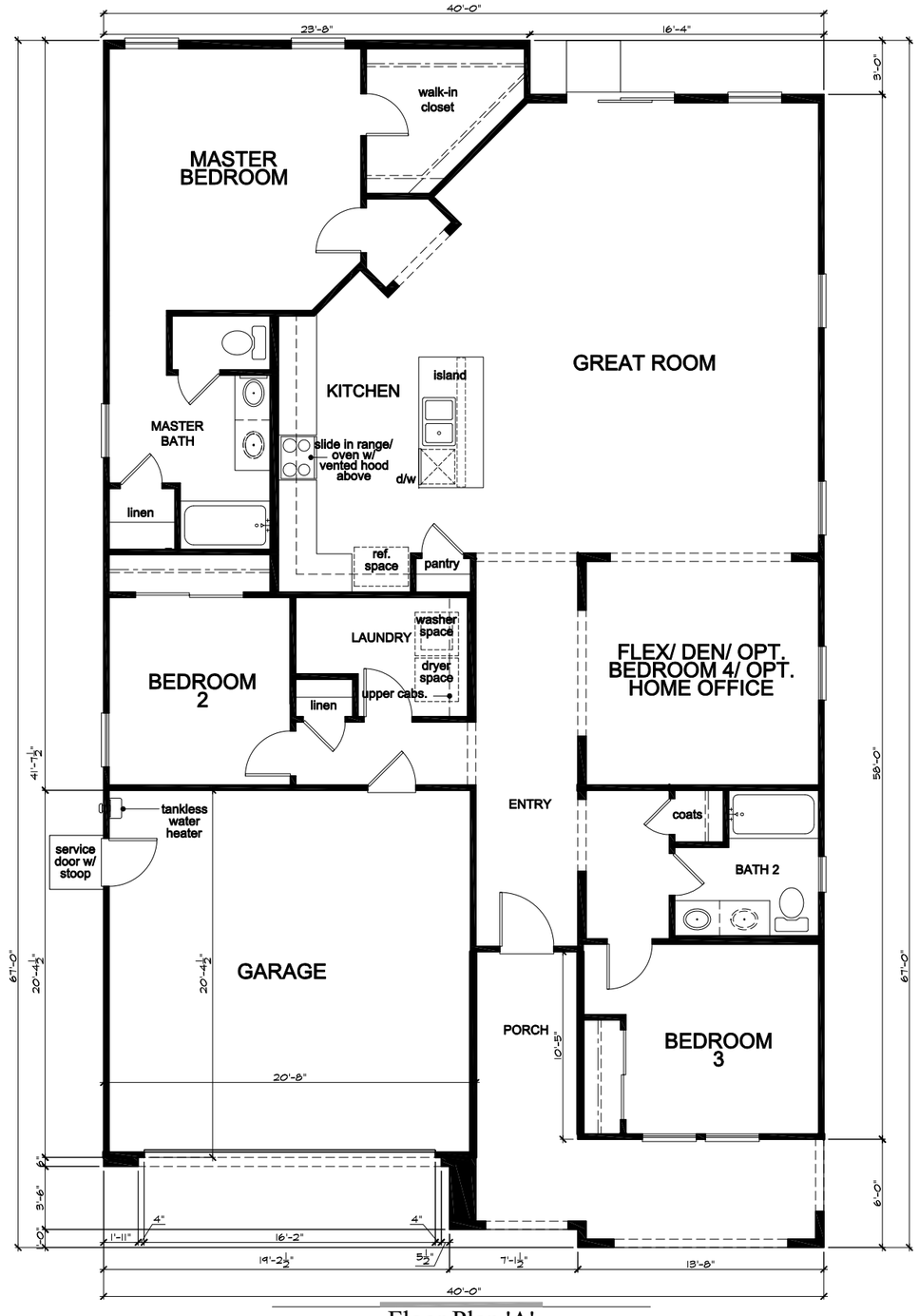
CYPRESS CROSSINGS

PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Floor Plan 'A'

SQUARE FOOTAGE			
PLAN 140.1934			
FLOOR PLAN AREA		1934	SQ. FT.
TOTAL AREA		1934	SQ. FT.
GARAGE AREA		418	SQ. FT.
PORCH AREA	ELEVATION "A"	175	SQ. FT.
	ELEVATION "B"	180	SQ. FT.
	ELEVATION "C"	175	SQ. FT.
OPTIONS:			
COVERED PATIO		99	SQ. FT.
EXTENDED COVERED PATIO		167	SQ. FT.

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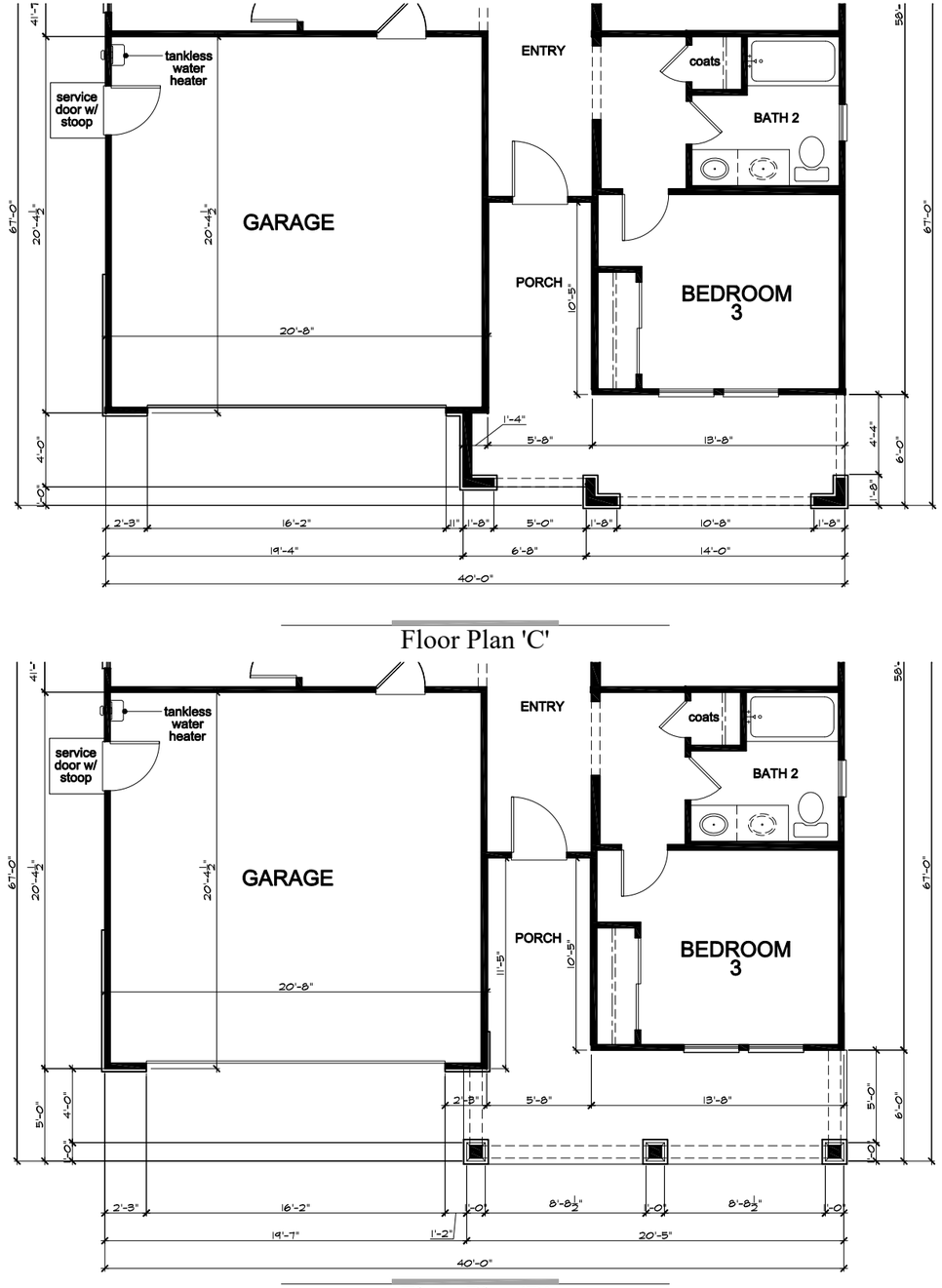
CYPRESS CROSSINGS

PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Floor Plan 'C'

Floor Plan 'B'

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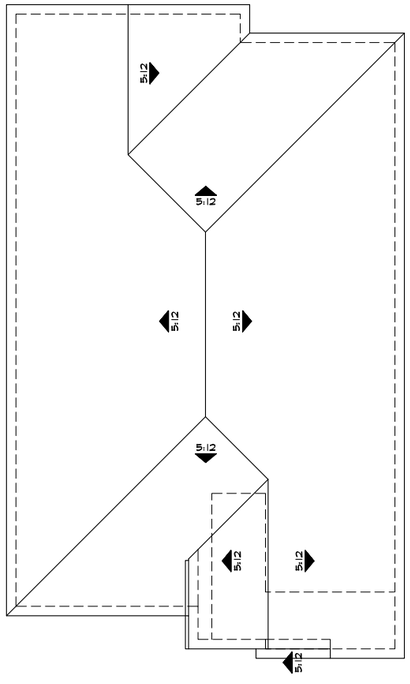
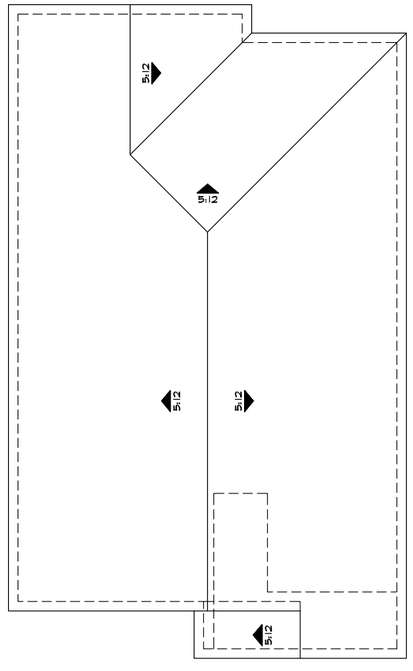
CYPRESS CROSSINGS

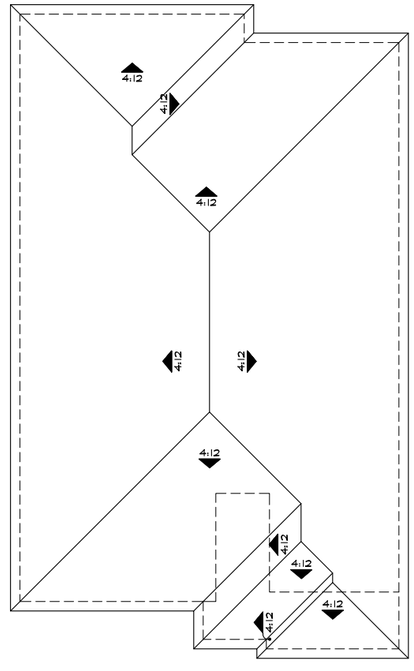
PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



'A'



'B'



'C'

Roof Plans

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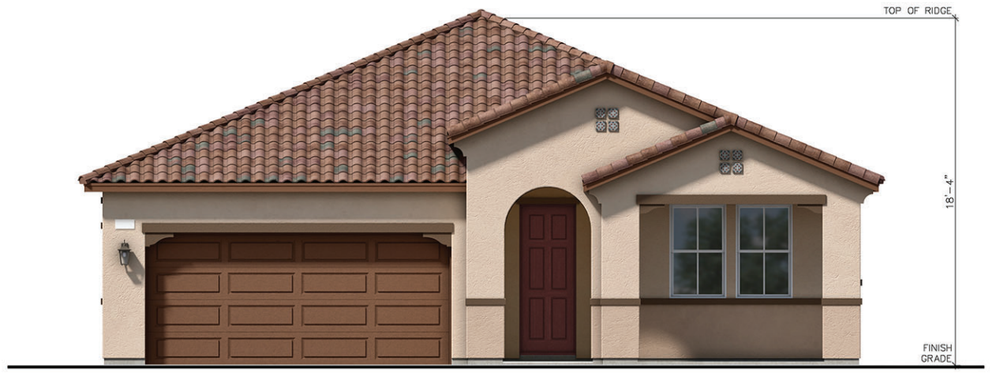
CYPRESS CROSSINGS

PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Left Elevation 'A'



Front Elevation 'A' - Spanish



Right Elevation 'A'



Rear Elevation 'A'

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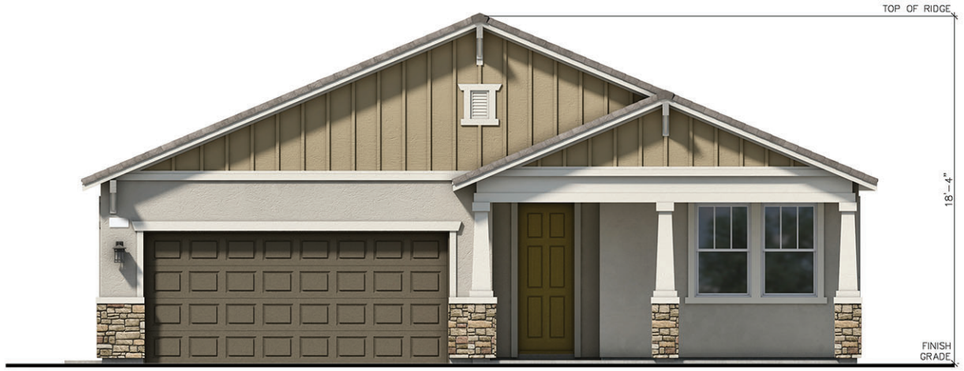
CYPRESS CROSSINGS

PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Left Elevation 'B'



Front Elevation 'B' - Craftsman



Right Elevation 'B'



Rear Elevation 'B'

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CYPRESS CROSSINGS

PLAN No. :	140.1934
JOB No. :	640185
STORY:	1-STORY
July 23, 2021	



Left Elevation 'C'



Front Elevation 'C' - Prairie



Right Elevation 'C'



Rear Elevation 'C'

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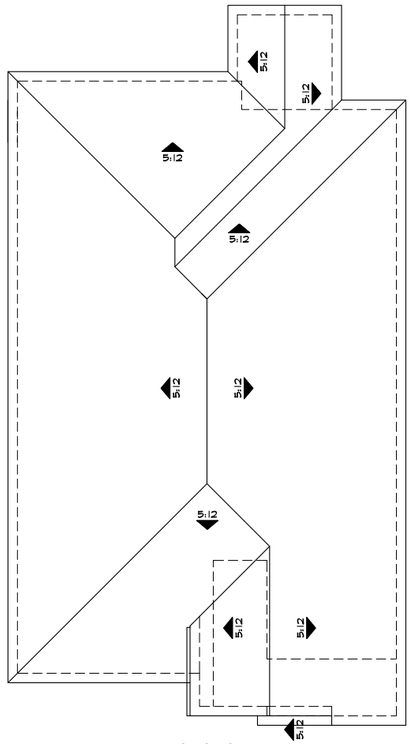
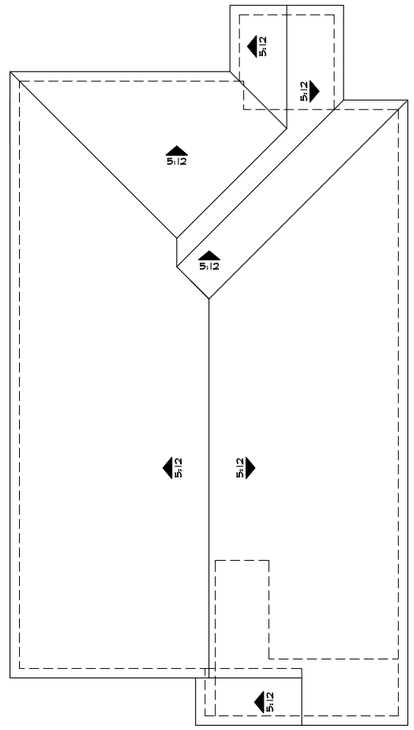
CYPRESS CROSSINGS

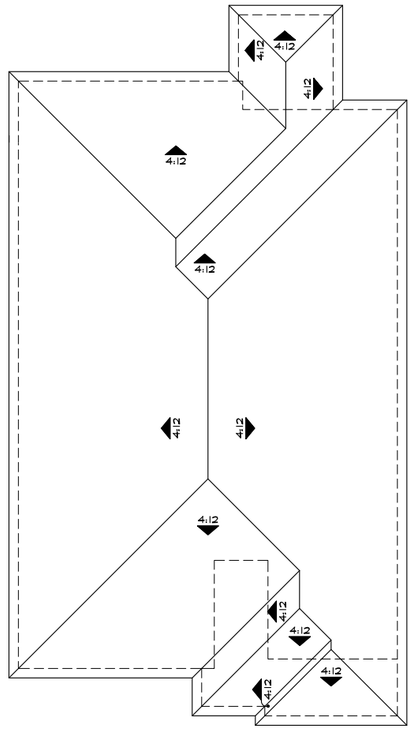
PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



'A'

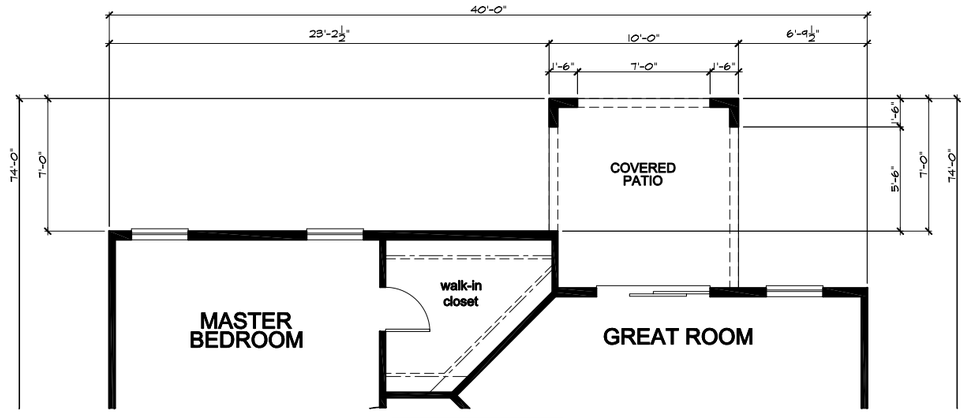


'B'



'C'

Roof Plans
at Covered Patio



Partial Floor Plan
at Covered Patio

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CYPRESS CROSSINGS

PLAN No. : 140.1934
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July 23, 2021



Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
at Covered Patio

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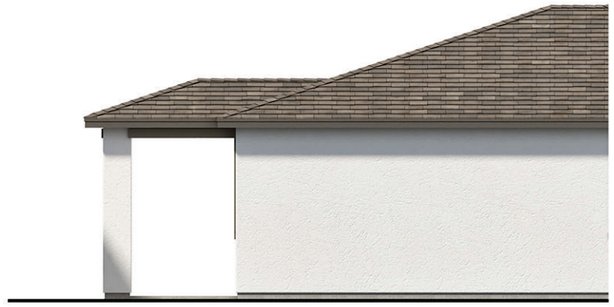
CYPRESS CROSSINGS

PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



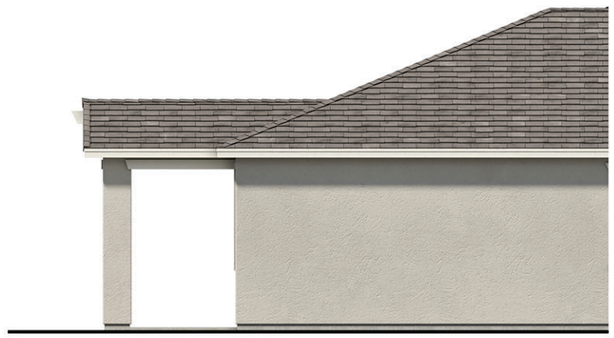
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Covered Patio

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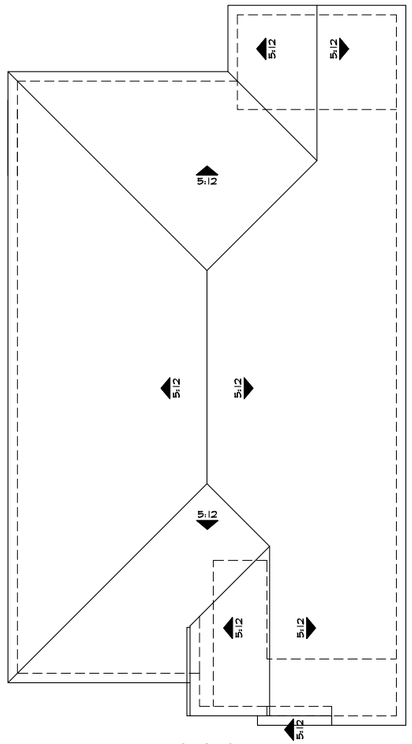
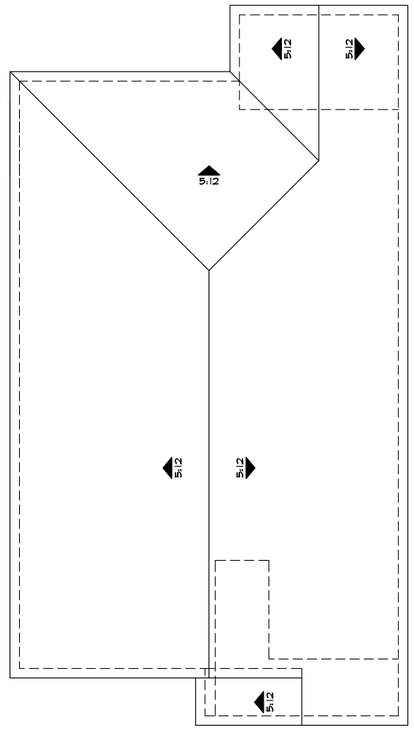
CYPRESS CROSSINGS

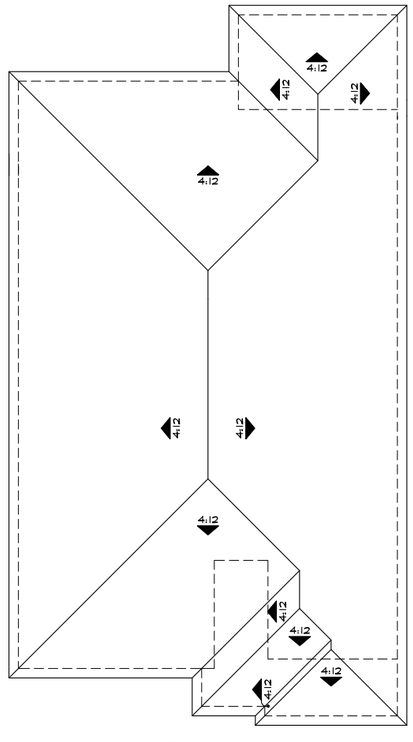
PLAN No. : 140.1934
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



'A'

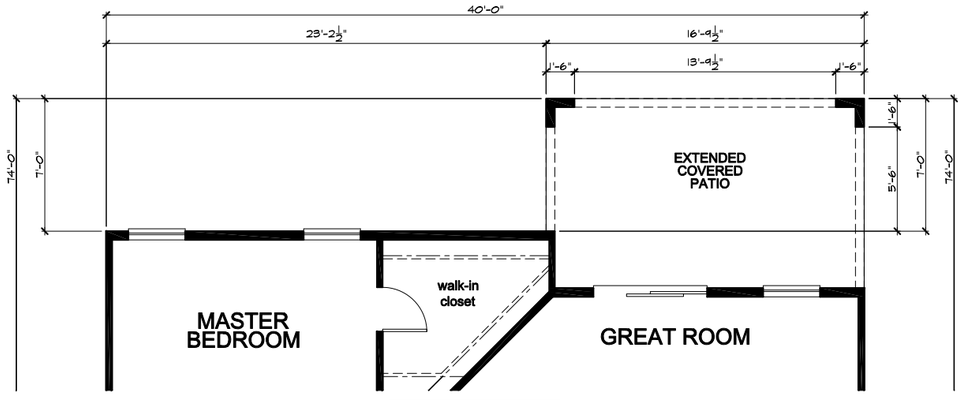


'B'



'C'

Roof Plans
at Extended Covered Patio



Partial Floor Plan
at Extended Covered Patio

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CYPRESS CROSSINGS

PLAN No. : 140.1934
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July 23, 2021



Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
at Extended Covered Patio

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CYPRESS CROSSINGS

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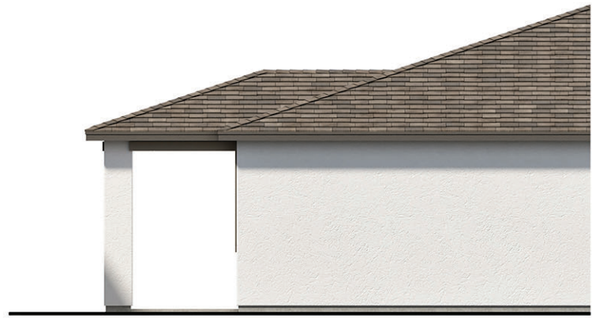
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



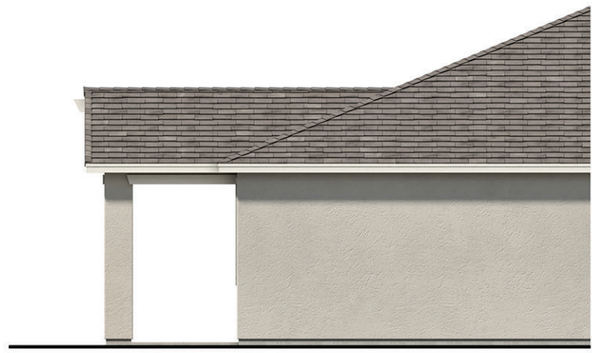
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Extended Covered Patio

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CYPRESS CROSSINGS

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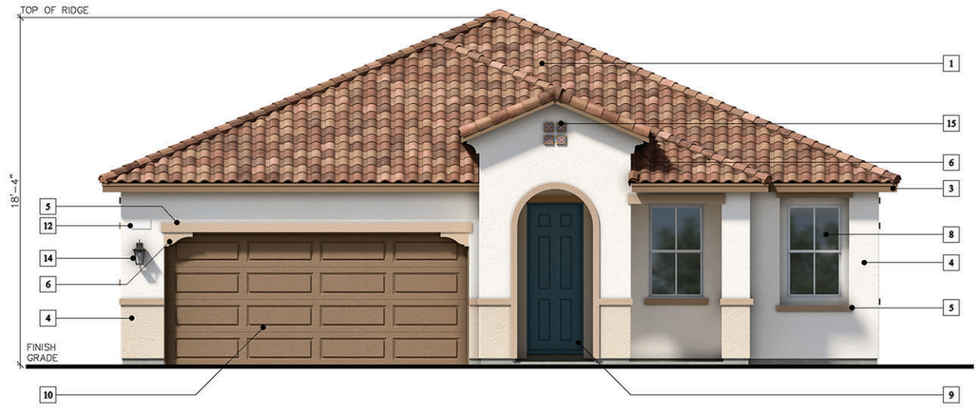
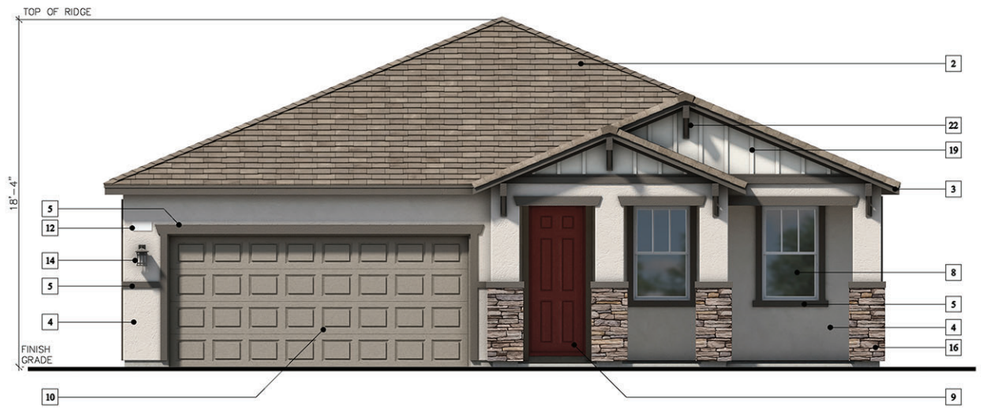
STORY: 1-STORY
July 23, 2021



Elevation 'A' (Spanish)



Elevation 'B' (Craftsman)



Elevation 'C' (Prairie)

ELEVATION LEGEND

1	CONCRETE 'S' TILE ROOFING
2	CONCRETE FLAT TILE ROOFING
3	WOOD FASCIA BOARD
4	STUCCO FINISH
5	STUCCO OVER FOAM TRIM
6	STUCCO OVER FOAM CORBELS/SHAPED FOAM TRIM
7	DECORATIVE STUCCO COLUMNS (STUCCO OVER WOOD FRAMING)
8	PRE-FAB WINDOW SYSTEM
9	COMPOSITE ENTRY DOOR
10	METAL ROLL-UP GARAGE DOOR
11	DECORATIVE FOAM SHUTTERS
12	ILLUMINATED ADDRESS SIGN
13	(NOT USED)
14	COACH LIGHT
15	DECORATIVE TILE
16	STONE VENEER
17	DECORATIVE PRE-FAB VENTS
18	STUCCO OVER FOAM POT SHELF & CORBEL
19	DECORATIVE BOARD & BATTEN
20	WOOD POST
21	BRICK VENEER
22	DECORATIVE OUTLOOKER WITH KNEEBRACE

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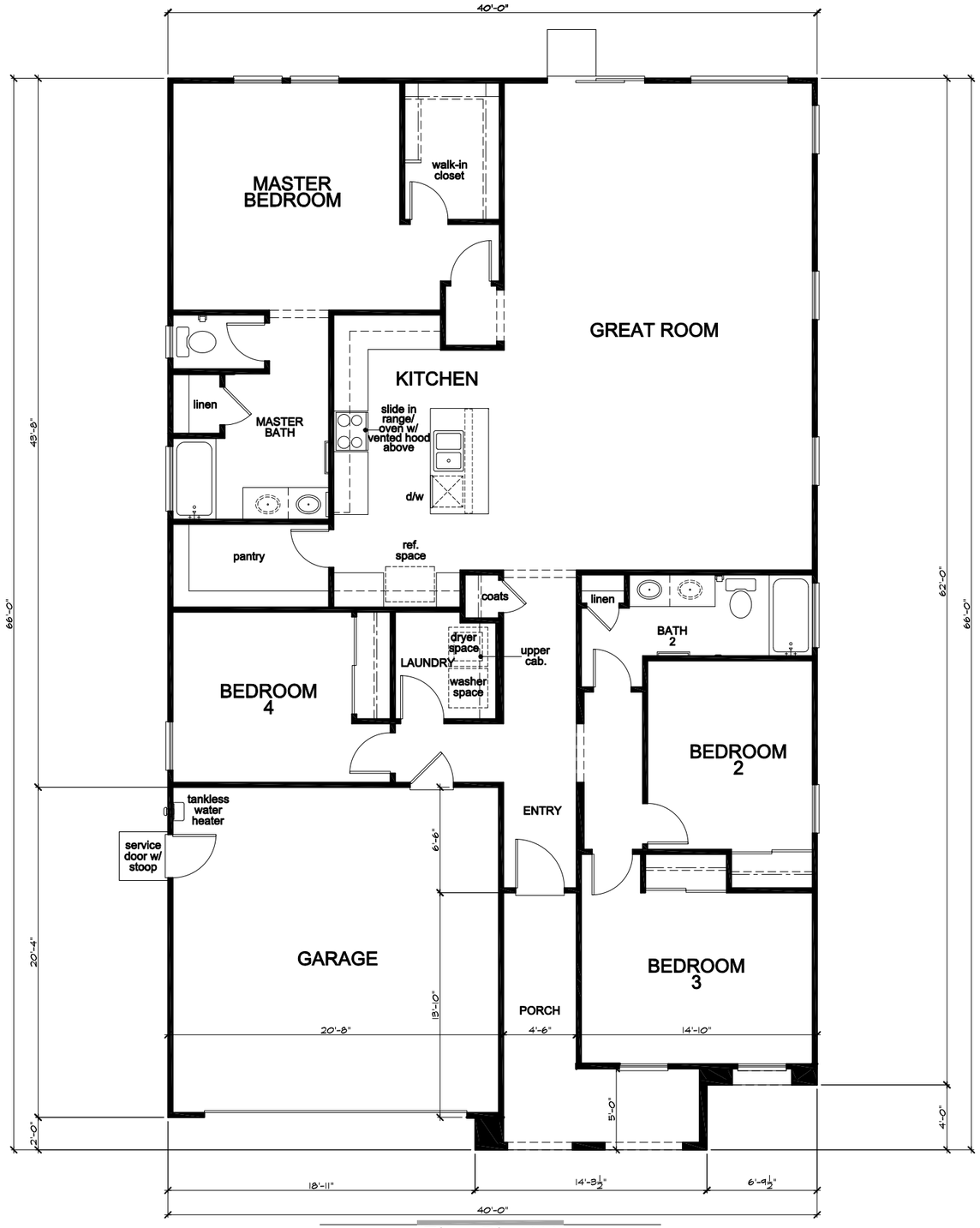
CYPRESS CROSSINGS

PLAN No. : 140.2035
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Floor Plan 'A'

SQUARE FOOTAGE			
PLAN 140.2035			
FIRST FLOOR AREA		2035	SQ. FT.
TOTAL AREA		2035	SQ. FT.
GARAGE AREA		418	SQ. FT.
PORCH AREA	ELEVATION "A"	115	SQ. FT.
	ELEVATION "B"	160	SQ. FT.
	ELEVATION "C"	184	SQ. FT.

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CYPRESS CROSSINGS

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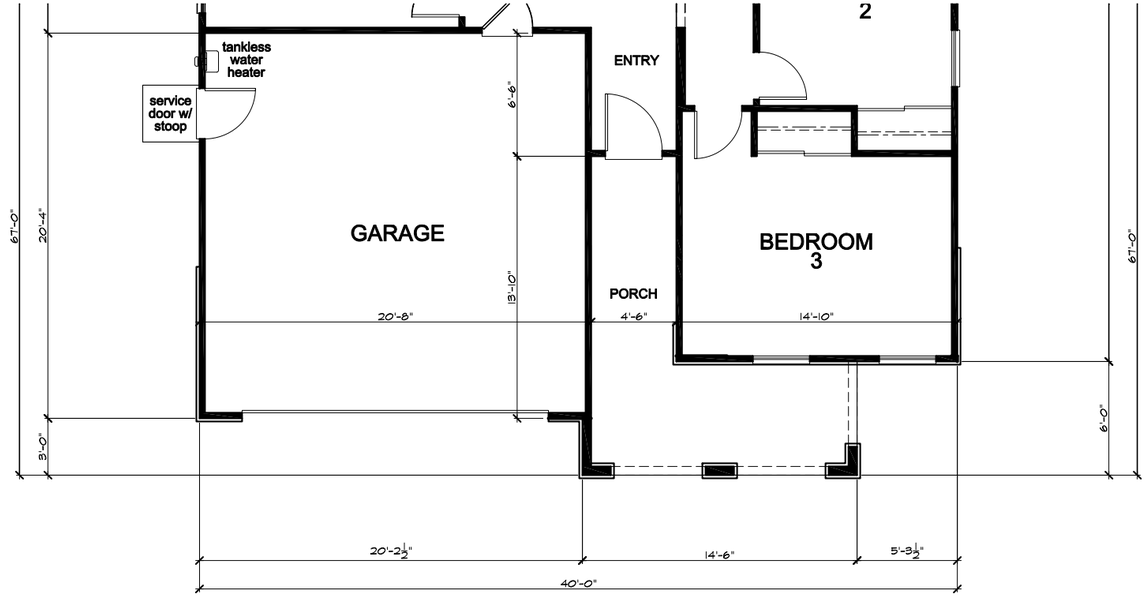
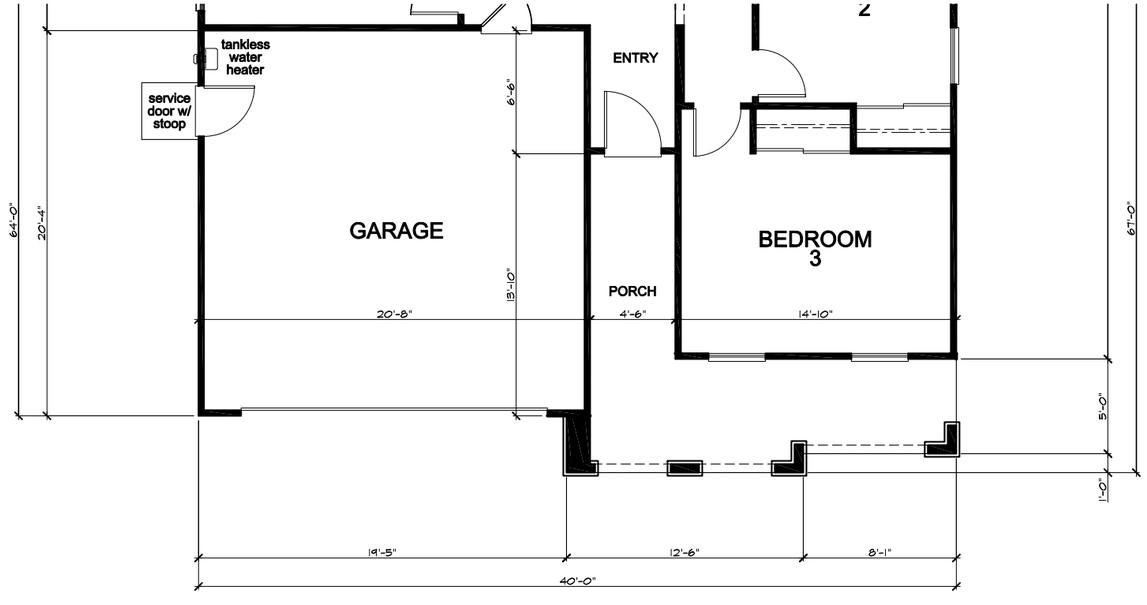
STORY: 1-STORY
July 23, 2021



Floor Plan 'C'



Floor Plan 'B'

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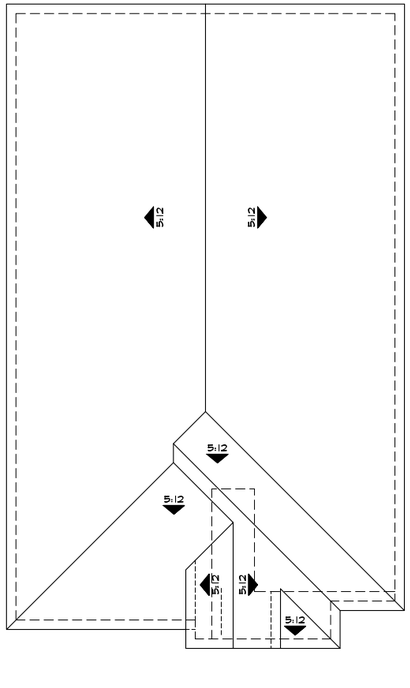
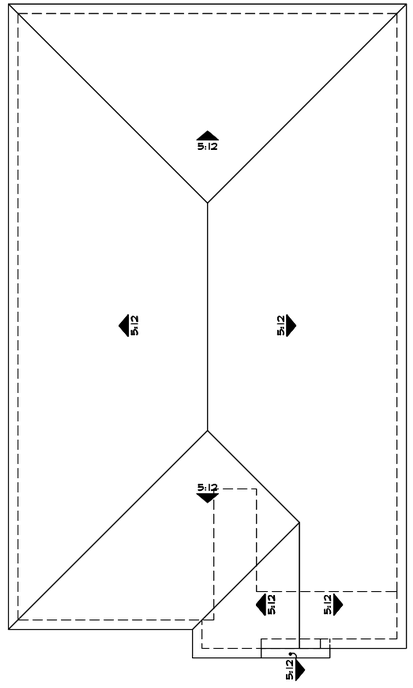
CYPRESS CROSSINGS

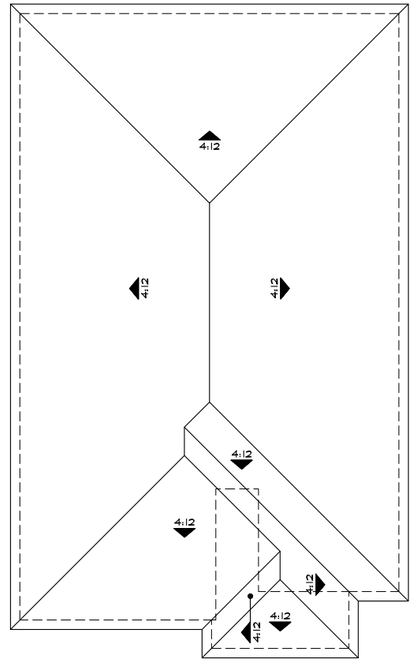
PLAN No. : 140.2035
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



'A'



'B'



'C'

Roof Plans



Left Elevation 'A'



Front Elevation 'A' - Spanish



Right Elevation 'A'



Rear Elevation 'A'

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CYPRESS CROSSINGS

PLAN No. : 140.2035
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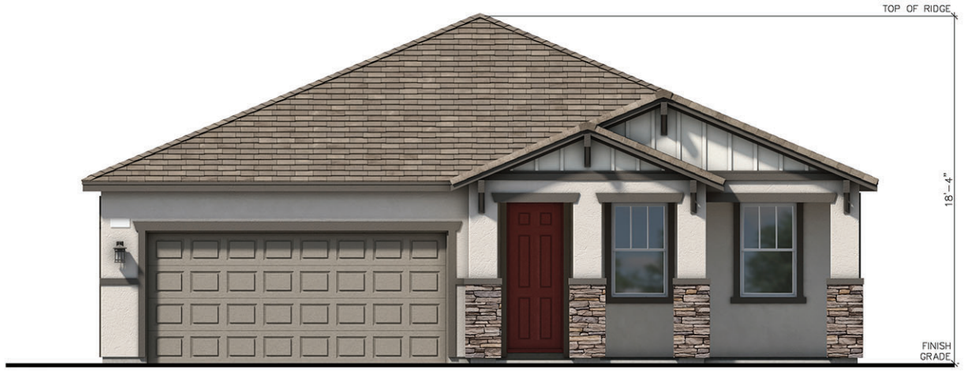
Left Elevation 'B'



Front Elevation 'B' - Craftsman



Right Elevation 'B'



Rear Elevation 'B'

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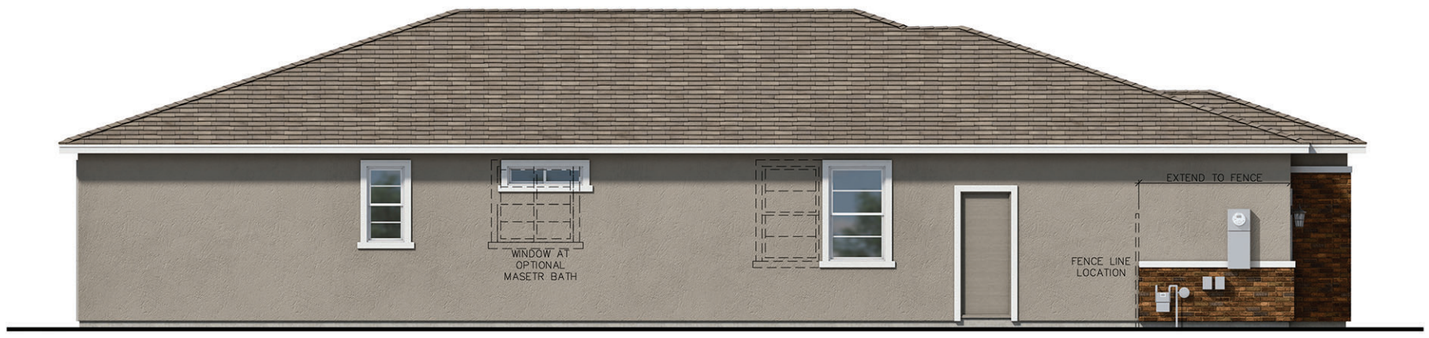
OAKLEY, CA.

CYPRESS CROSSINGS

PLAN No. : 140.2035
JOB No. : 640185
STORY: 1-STORY
July 23, 2021



Left Elevation 'C'



Front Elevation 'C' - Prairie



Right Elevation 'C'



Rear Elevation 'C'

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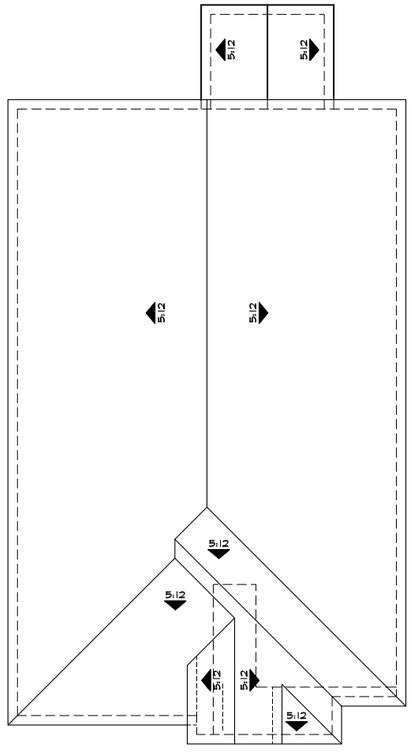
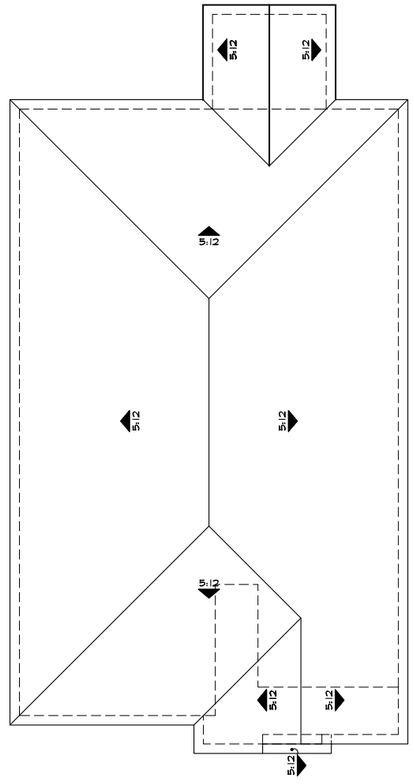


'A'



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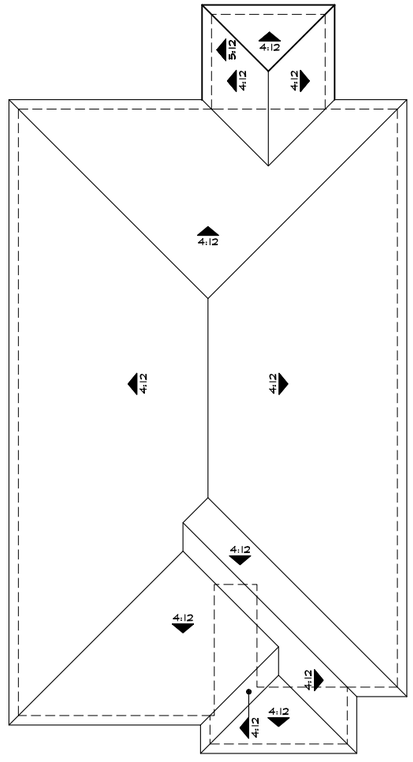
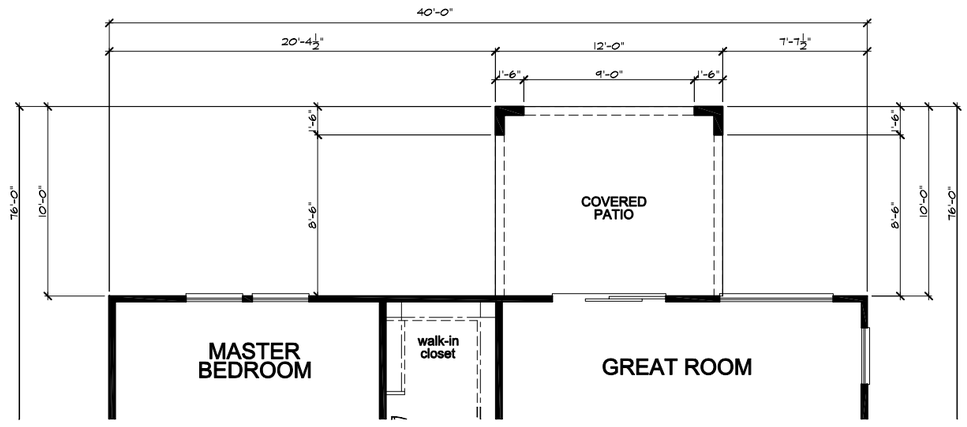


'C'

Roof Plans
at Covered Patio



Partial Floor Plan
at Covered Patio

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CYPRESS CROSSINGS

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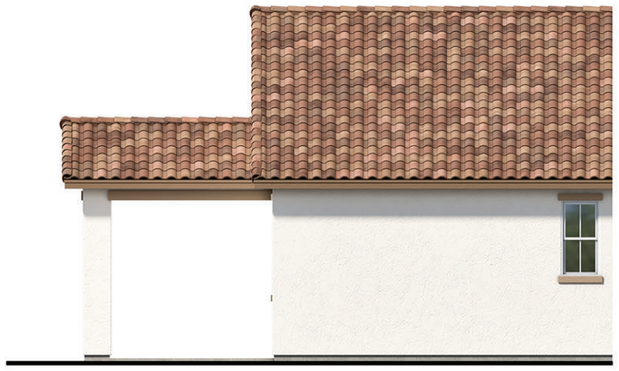
Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
at Covered Patio

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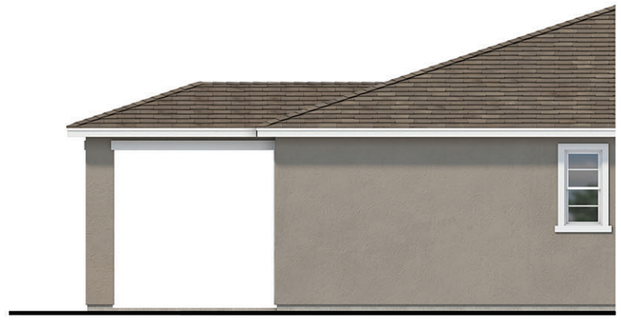
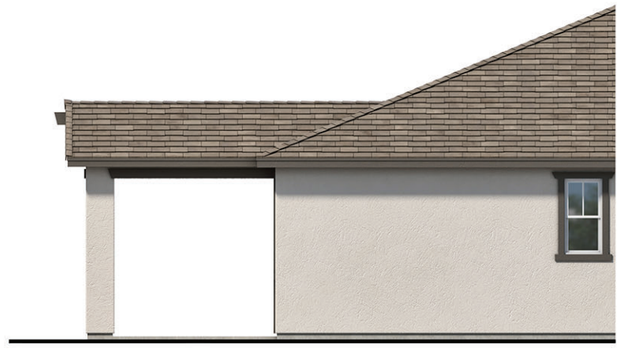
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Covered Patio

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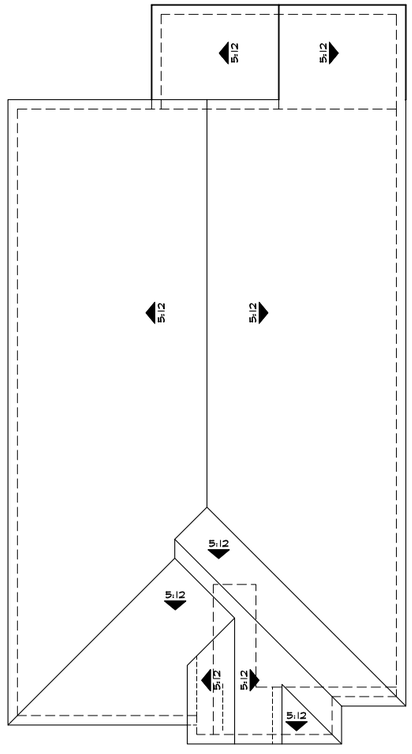
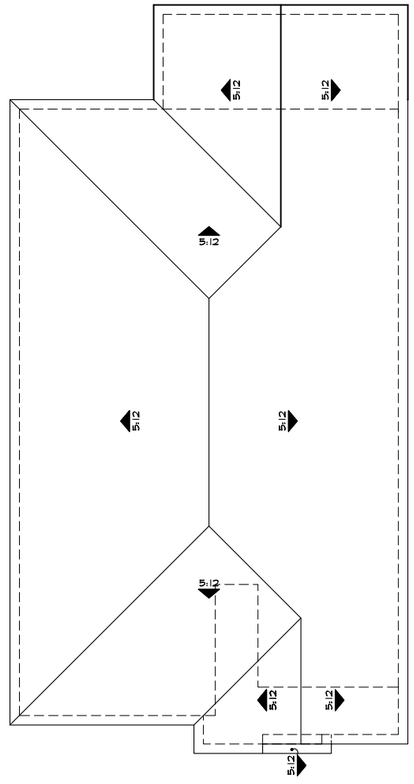
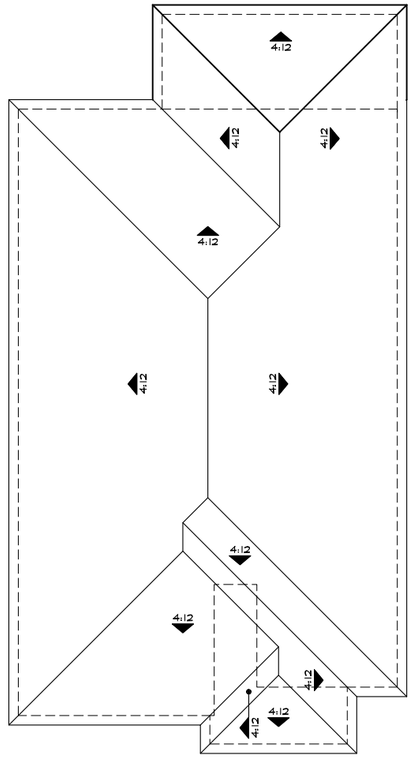


'A'

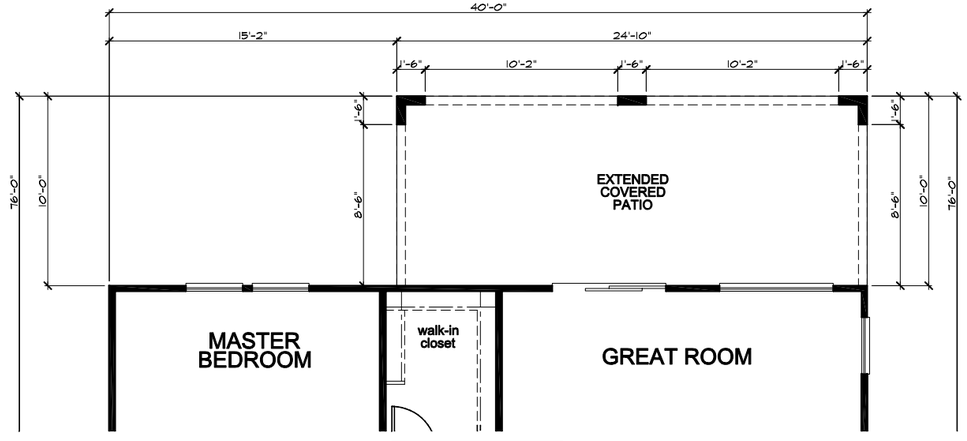


'B'



'C'

Roof Plans
at Extended Covered Patio



Partial Floor Plan
at Extended Covered Patio

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CYPRESS CROSSINGS

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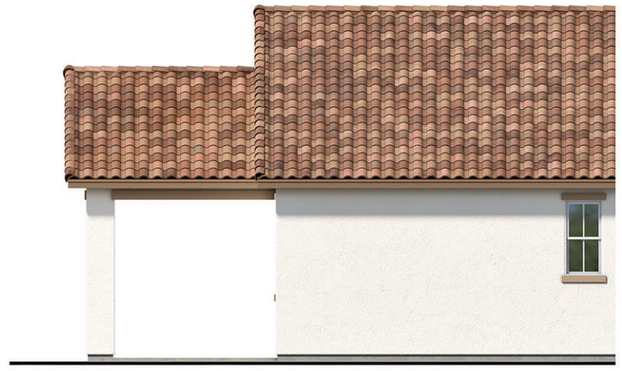
Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
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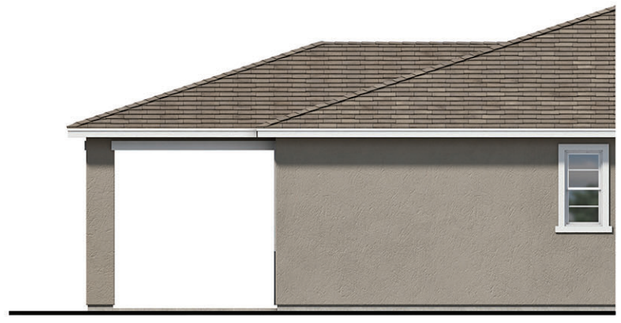
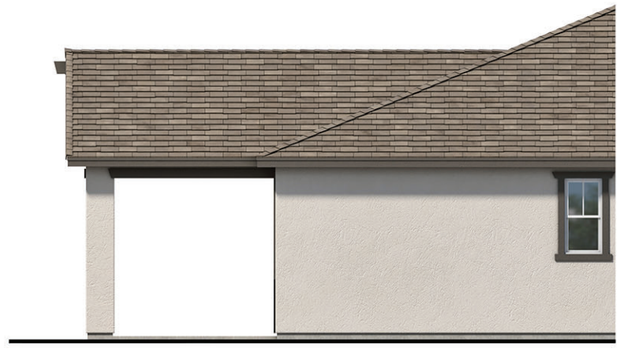
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
at Extended Covered Patio

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CYPRESS CROSSINGS

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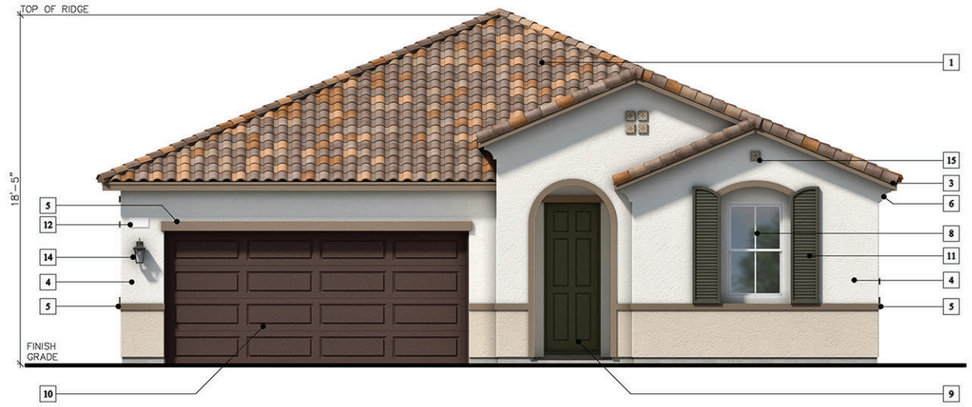
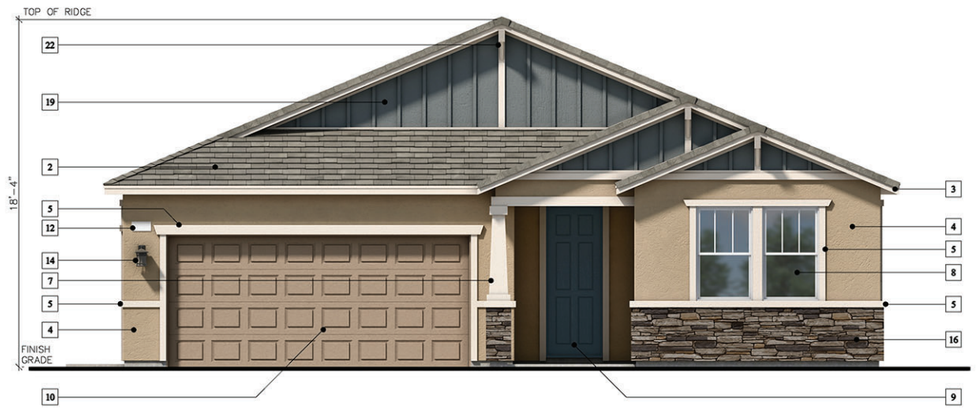
July 23, 2021



Elevation 'A' (Spanish)



Elevation 'B' (Craftsman)



Elevation 'C' (Prairie)

ELEVATION LEGEND

1	CONCRETE 'S' TILE ROOFING
2	CONCRETE FLAT TILE ROOFING
3	WOOD FASCIA BOARD
4	STUCCO FINISH
5	STUCCO OVER FOAM TRIM
6	STUCCO OVER FOAM CORBELS/SHAPED FOAM TRIM
7	DECORATIVE STUCCO COLUMNS (STUCCO OVER WOOD FRAMING)
8	PRE-FAB WINDOW SYSTEM
9	COMPOSITE ENTRY DOOR
10	METAL ROLL-UP GARAGE DOOR
11	DECORATIVE FOAM SHUTTERS
12	ILLUMINATED ADDRESS SIGN
13	(NOT USED)
14	COACH LIGHT
15	DECORATIVE TILE
16	STONE VENEER
17	DECORATIVE PRE-FAB VENTS
18	STUCCO OVER FOAM POT SHELF & CORBEL
19	DECORATIVE BOARD & BATTEN
20	WOOD POST
21	BRICK VENEER
22	DECORATIVE OUTLOOKER WITH KNEEBRACE

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CYPRESS CROSSINGS

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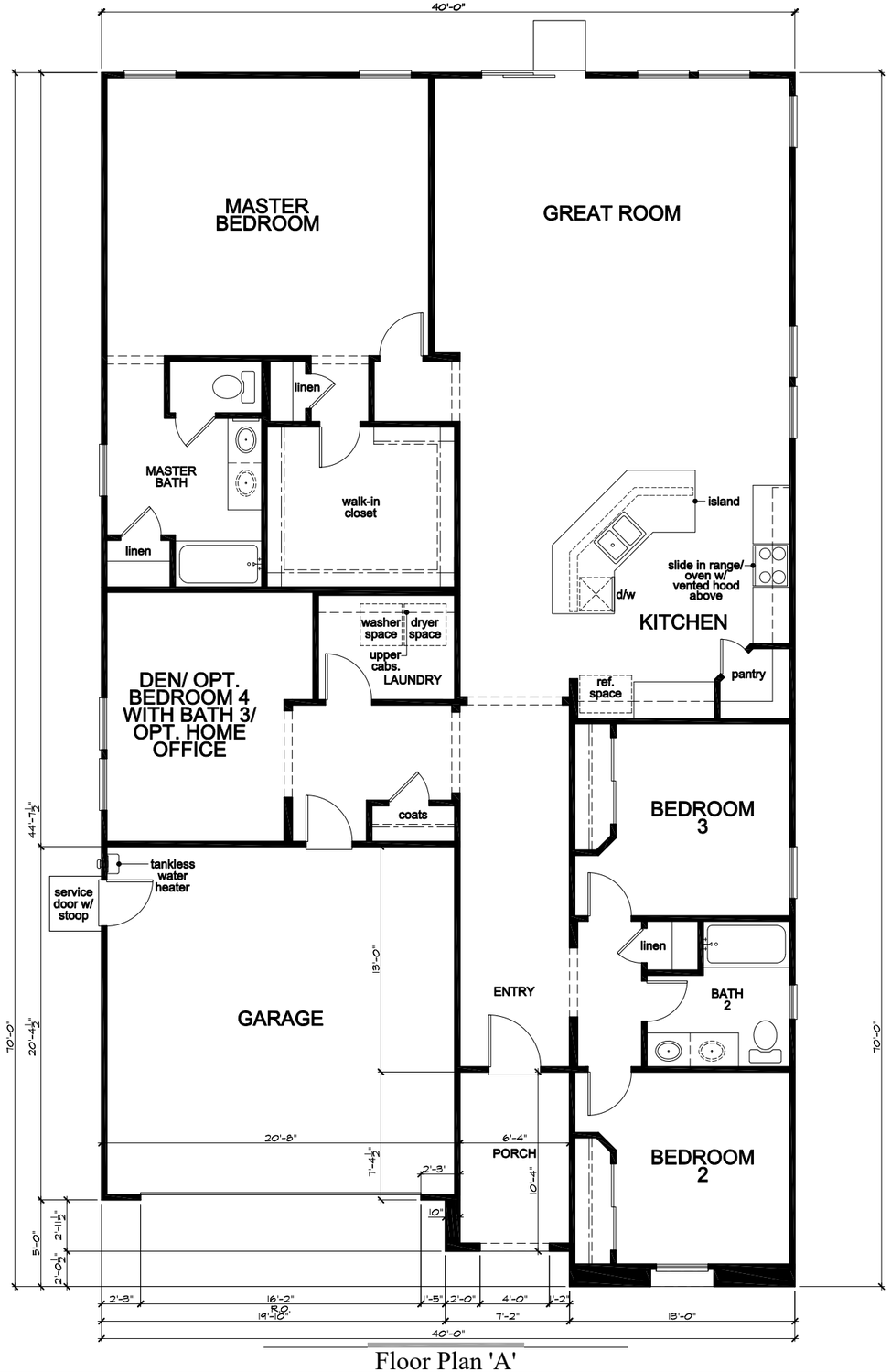

Floor Plan 'A'

SQUARE FOOTAGE			
PLAN 140.2188			
FIRST FLOOR AREA		2188	SQ. FT.
TOTAL AREA		2188	SQ. FT.
GARAGE AREA		417	SQ. FT.
PORCH AREA	ELEVATION 'A'	68	SQ. FT.
	ELEVATION 'B'	69	SQ. FT.
	ELEVATION 'C'	97	SQ. FT.
OPTIONS:			
COVERED PATIO		100	SQ. FT.
EXTENDED COVERED PATIO		185	SQ. FT.

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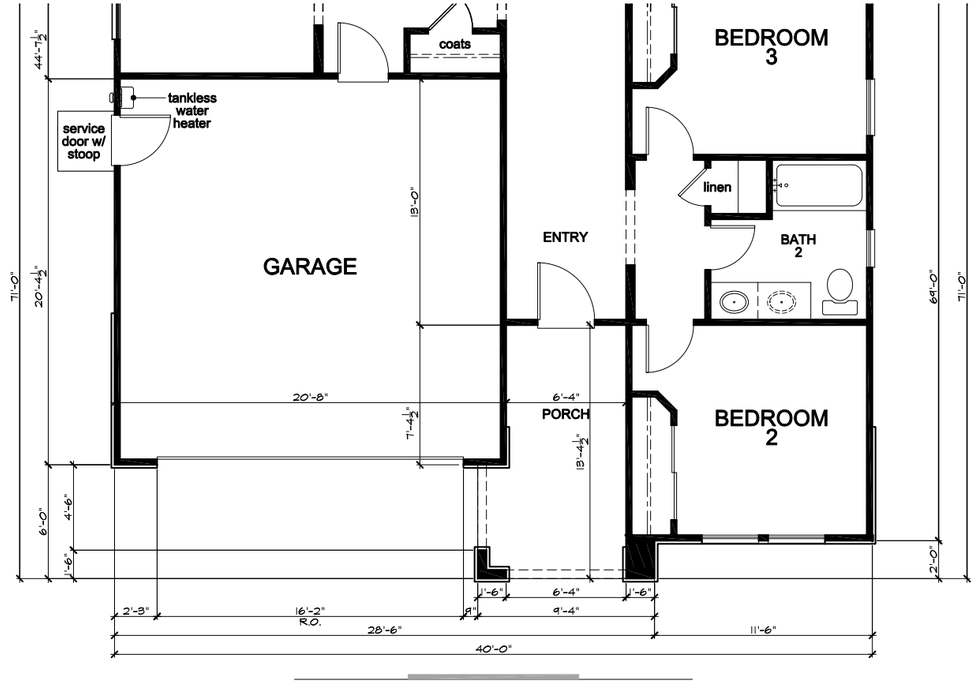
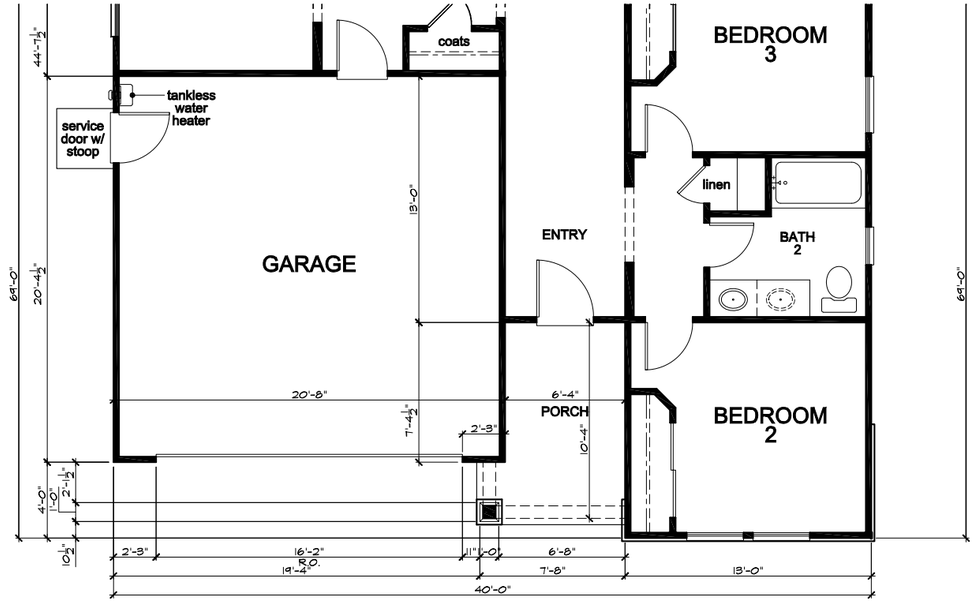
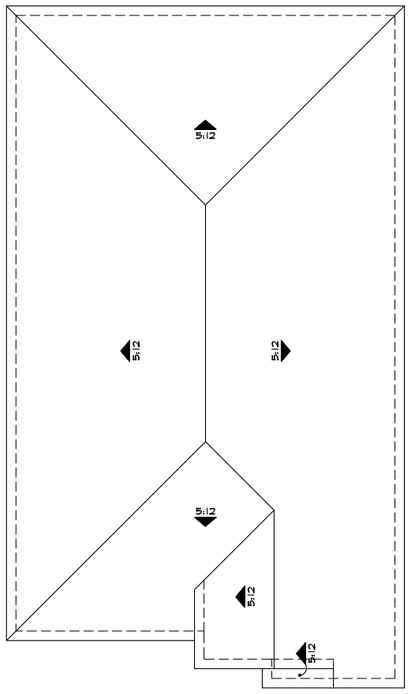


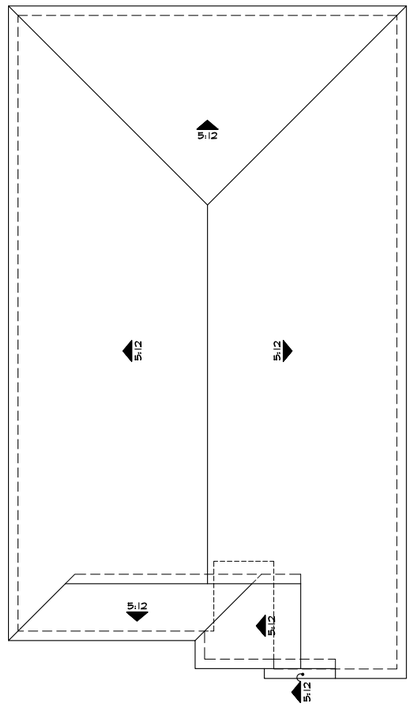
Floor Plan 'C'



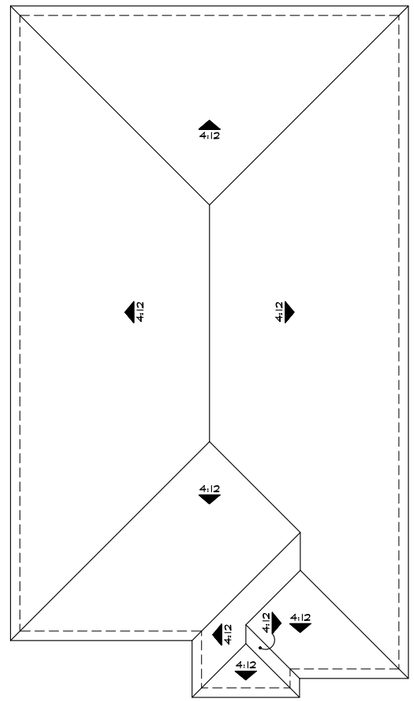
Floor Plan 'B'



'A'



'B'



'C'

Roof Plans

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CYPRESS CROSSINGS

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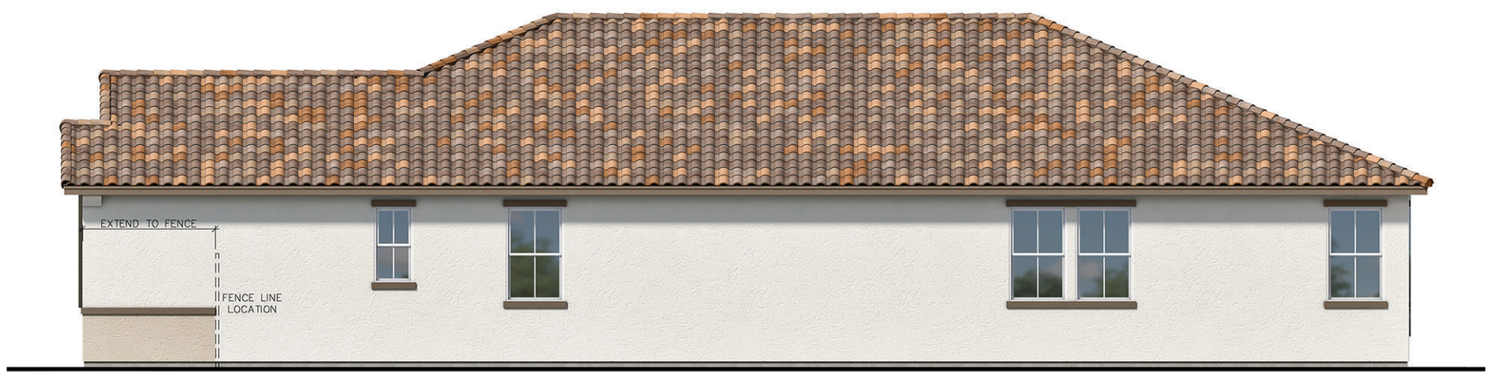
Left Elevation 'A'



Front Elevation 'A' - Spanish



Right Elevation 'A'



Rear Elevation 'A'

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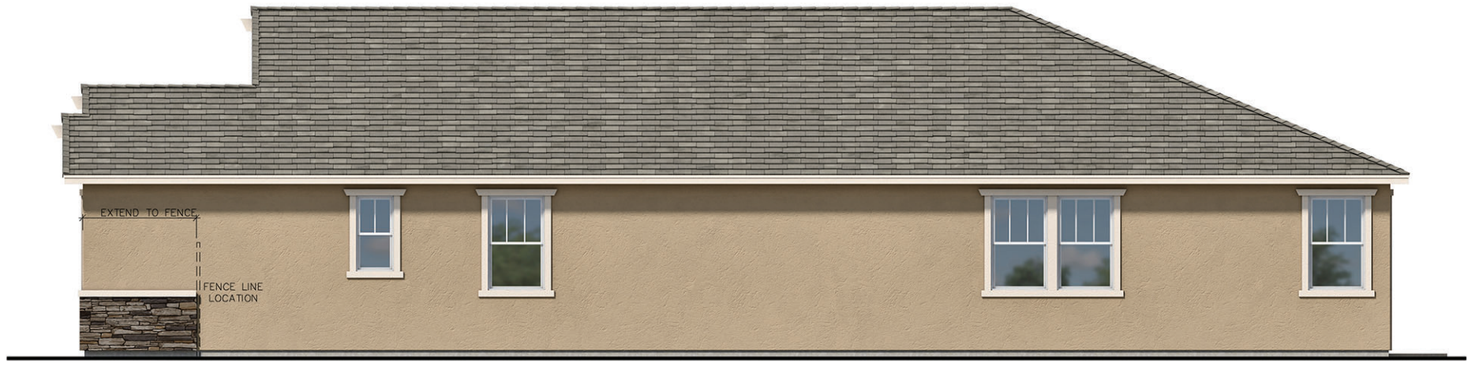
Left Elevation 'B'



Front Elevation 'B' - Craftsman



Right Elevation 'B'



Rear Elevation 'B'

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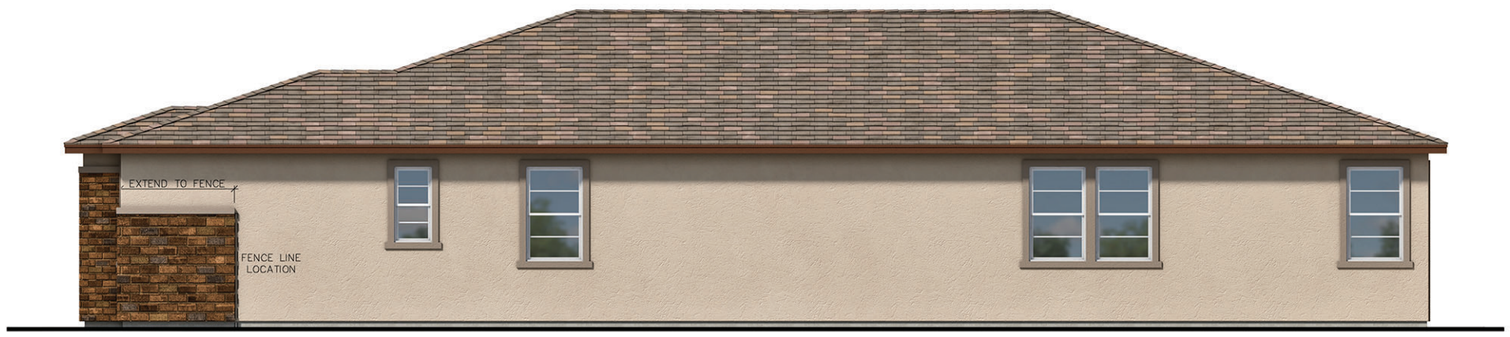
Left Elevation 'C'



Front Elevation 'C' - Prairie



Right Elevation 'C'



Rear Elevation 'C'

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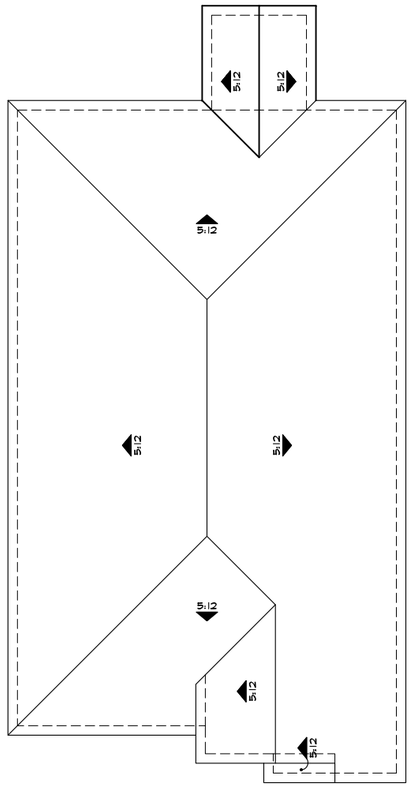
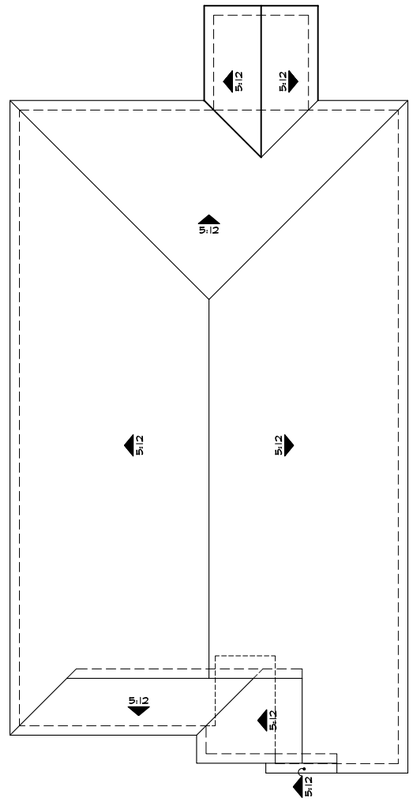
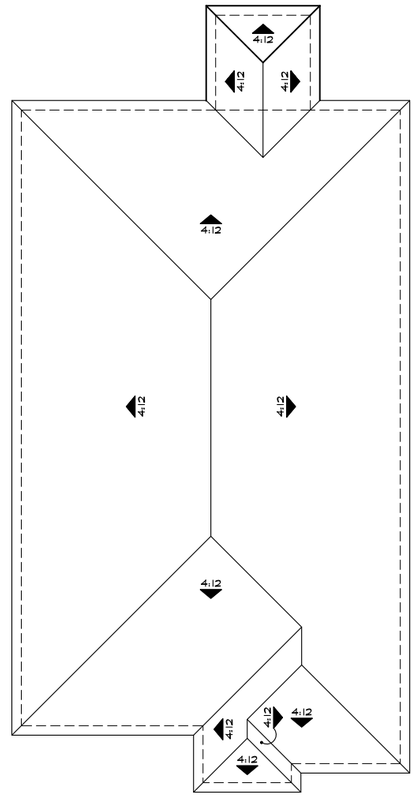


'A'

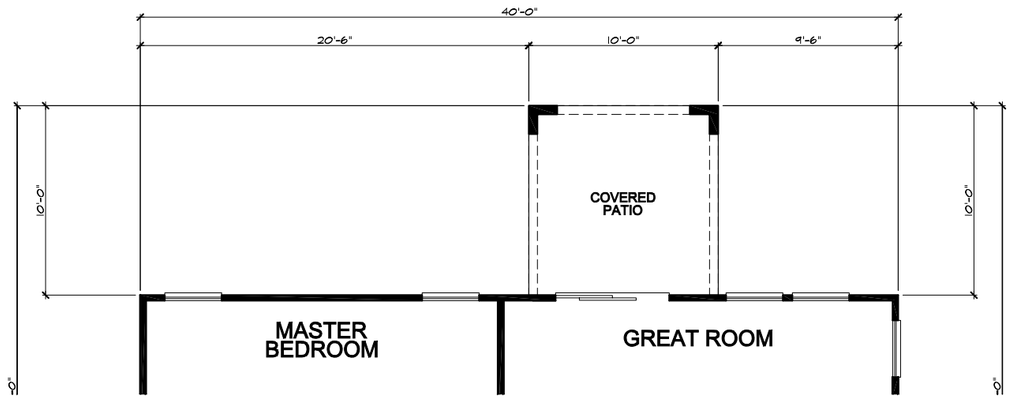


'B'



'C'

Roof Plans
at Covered Patio



Partial Floor Plan
at Covered Patio

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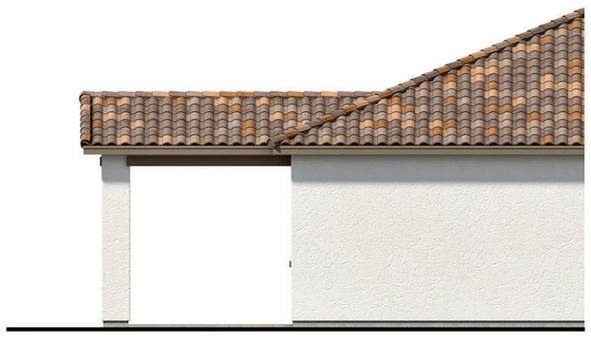
Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
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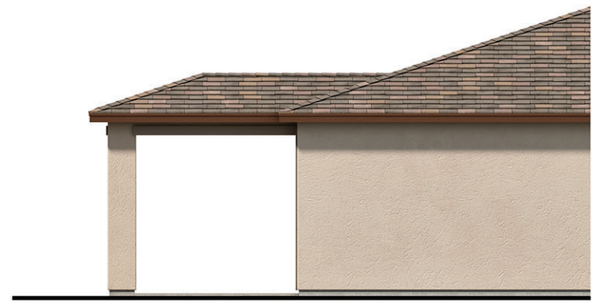
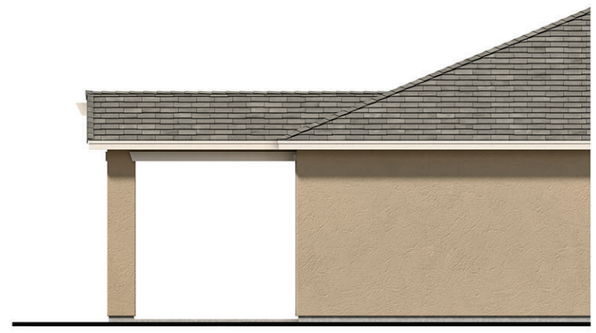
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
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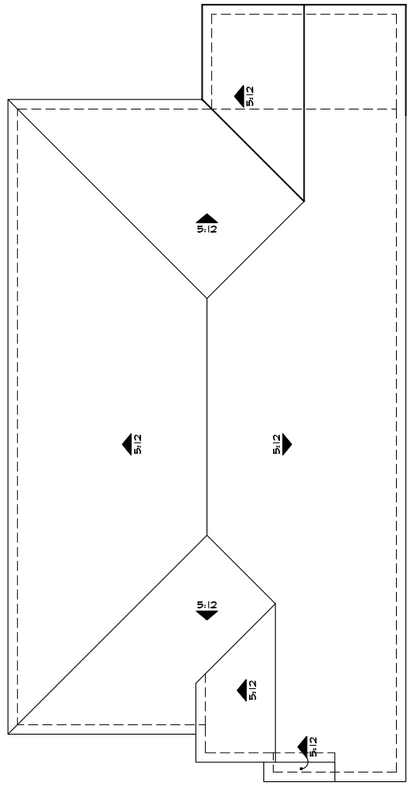
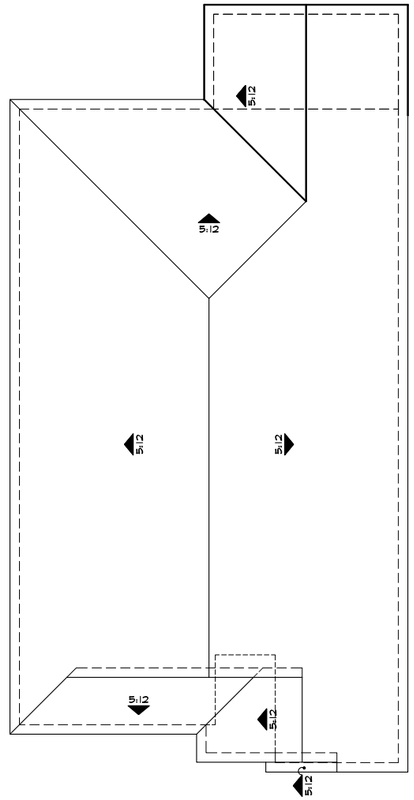
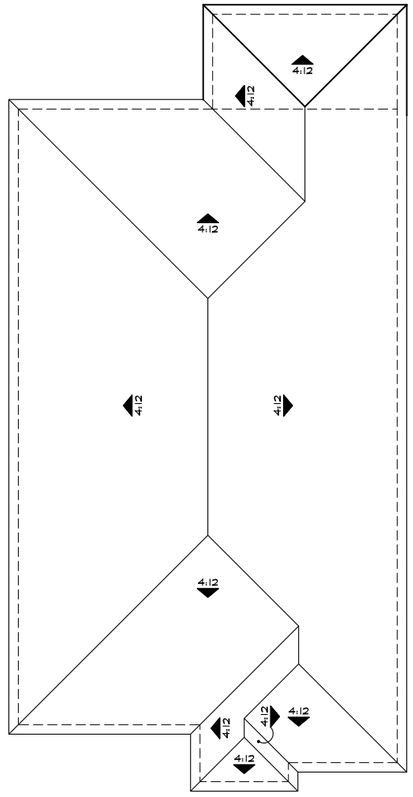
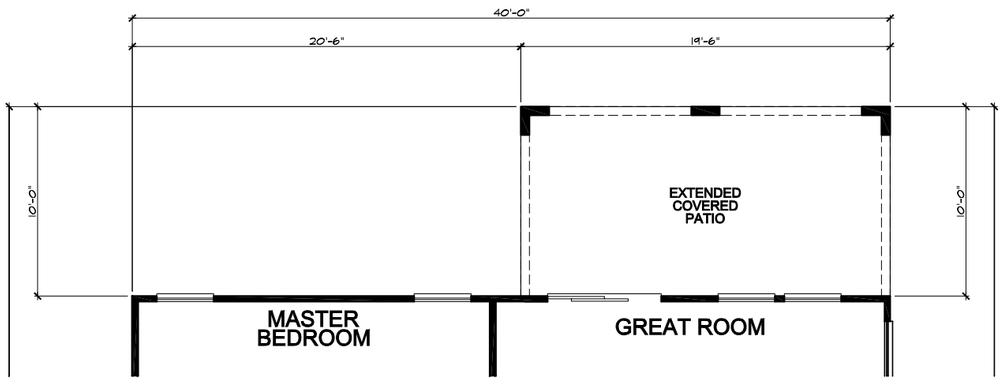






'A' 'B' 'C'

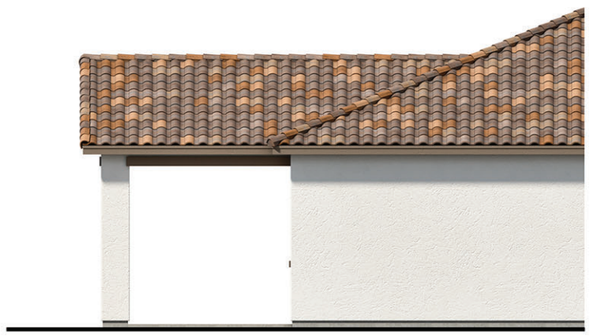
Roof Plans at Extended Covered Patio



Partial Floor Plan at Extended Covered Patio



Rear Elevation 'A'



Partial Left Elevation 'A'

Elevations
at Extended Covered Patio

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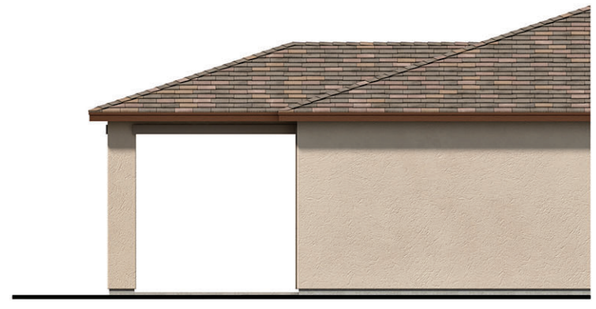
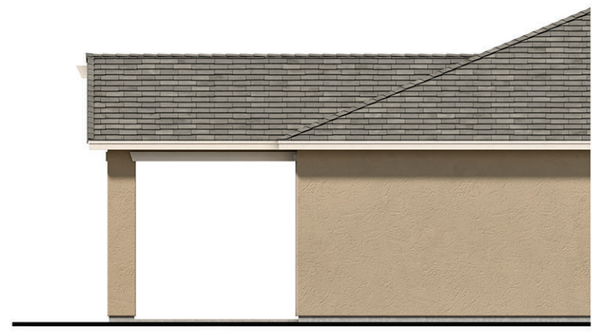
Rear Elevation 'C'



Partial Left Elevation 'C'



Rear Elevation 'B'



Partial Left Elevation 'B'

Elevations
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SIGNAGE WALL AT NEIGHBORHOOD ENTRY. REFER TO DETAIL A, SHEET L-3.

A GOOD NEIGHBOR FENCE



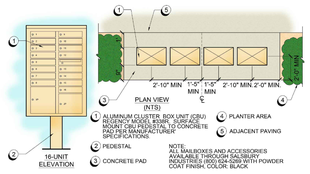
B LATTICE TOP ENHANCED GOOD NEIGHBOR FENCE



C TUBE STEEL VIEW FENCE



D PRE-CAST SOUND WALL



E CLUSTER MAILBOX UNIT

PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WUCOLS*
STREET / PARK TREES			
ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	MOD
ACER RUBRUM `RED SUNSET`	RED SUNSET MAPLE	24"BOX	MOD
CERCIS CANADENSIS STD.	EASTERN REDBUD	15 GAL	MOD
GINKGO BILOBA `AUTUMN GOLD`(MALE ONLY)	MAIDENHAIR TREE	15 GAL	MOD
LAGERSTROEMIA INDICA X FAURIEI `NATCHEZ`	NATCHEZ CRAPE MYRTLE	15 GAL	LOW
LAURUS X `SARATOGA`	SARATOGA HYBRID LAUREL	15 GAL	LOW
PISTACIA CHINENSIS `RED PUSH`	RED PUSH CHINESE PISTACHE	24"BOX	LOW
PLATANUS X ACERIFOLIA `COLUMBIA`	COLUMBIA LONDON PLANE TREE	15 GAL	MOD
PRUNUS CERASIFERA `KRAUTER VESUVIUS`	PURPLE LEAF PLUM	15 GAL	MOD
QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	V. LOW
QUERCUS LOBATA	VALLEY OAK	24"BOX	LOW
ACCENT TREES			
DODONAEA VISCOSA `PURPUREA` STD.	PURPLE HOPSEED BUSH	15 GAL	LOW
LAGERSTROEMIA INDICA X FAURIEI `ZUNI` STD.	ZUNI CRAPE MYRTLE	15 GAL	LOW
RHAPHIOLEPIS INDICA `MAGNIFICENT` STD.	MAGNIFICENT INDIAN HAWTHORN	15 GAL	MOD

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WUCOLS*
SHRUBS			
ARCTOSTAPHYLOS SP.	MANZANITA	5 GAL	L
BERBERIS SP.	JAPANESE BARBERRY	1 GAL	L
CEANOTHUS SP.	WILD LILAC	5 GAL	L
CISTUS SPP.	ROCK ROSE	5 GAL	L
COLEONEMA PULCHRUM	PINK BREATH OF HEAVEN	5 GAL	M
DIETES SPP.	FORTNIGHT LILY	1 GAL	L
GAURA LINDHEIMERI	GAURA	1 GAL	M
HEMEROCALLIS HYBRIDS	EVERGREEN DAYLILLY	1 GAL	M
MAHONIA A. 'COMPACTA'	DWARF OREGON GRAPE	1 GAL	M
NANDINA D. 'HARBOR DWARF'	HARBOR DWARF NANDINA	5 GAL	L
NANDINA D. 'GULF STREAM'	GULF STREAM NANDINA	5 GAL	L
NEPETA 'SIX HILLS GIANT'	CAT MINT	1 GAL	L
OSMANTHUS FRAGRANS	SWEET OLIVE	5 GAL	M
PHORMIUM 'MAORI SUNRISE'	NEW ZEALAND FLAX	5 GAL	L
PHOTINIA FRASERII	PHOTINIA	5 GAL	M
PITTOSPORUM T. 'VARIEGATA'	VARIEGATED PITTOSPORUM	5 GAL	L
PITTOSPORUM T. 'WHEELERS DWARF'	DWARF PITTOSPORUM	5 GAL	M
PODOCARPUS M. MAKI	YEW PINE	5 GAL	M
RHAPHIOLEPIS SPP.	INDIA HAWTHORN	5 GAL	L
ROSA SPP.	LANDSCAPE ROSES	2 GAL	M
SOLLYA HETEROPHYLLA	AUSTRALIAN BLUEBELL CREEPER	1 GAL	L
TEUCRIUM SPP.	GERMANDER	5 GAL	L
VIBURNUM T. 'SPRING BOUQUET'	LAURUSTINUS	5 GAL	M
GROUNDCOVERS			
CAREX FLACCA	BLUE SEDGE	1 GAL	M
COTONEASTER D. LOWFAST	BEARBERRY COTONEASTER	1 GAL	L
ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	1 GAL	L
FRAGARIA CHILOENSIS	BEACH STRAWBERRY	1 GAL	M
HELIANTHEMUM N. 'WISLEY PINK'	HELIANTHEMUM N. 'WISLEY PINK'	1 GAL	M
MYOPORUM P. 'PROSTRATUM'	CREEPING MYOPORUM	1 GAL	L
SCAEVOLA ' MAUVE CLUSTER'	FAIRY FAN FLOWER	1 GAL	L
STACHYS BYZANTINA	LAMBS' EARS	1 GAL	L
WESTRINGIA FRUTICOSA `MUNDI` TM	LOW COAST ROSEMARY	1 GAL	L

* WATER NEEDS BASED ON THE WATER USE CLASSIFICATION OF LANDSCAPE SPECIES (WUCOLS) BY THE UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION.

GENERAL NOTES:

- TREE LAYOUT IS SCHEMATIC. FINAL TREE LOCATIONS AND SPECIES SUBJECT TO CITY REVIEW. STREET TREES LOCATED APPROXIMATELY 30' O.C.
- ALL LANDSCAPE AREAS THAT ARE INSTALLED BY DEVELOPER SHALL RECEIVE IRRIGATION BY MEANS OF AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM(S). THE SYSTEM(S) WILL BE DESIGNED UTILIZING BACKFLOW PREVENTION DEVICES TO MEET LOCAL AND UBC CODES.

FENCE & WALL LEGEND

- GOOD NEIGHBOR GATE
- GOOD NEIGHBOR FENCE
- LATTICE TOP ENHANCED GOOD NEIGHBOR FENCE AT CORNER LOTS
- TUBE STEEL VIEW FENCE
- PRE-CAST SOUND WALL

kb HOME
4830 BUSINESS CENTER DR., SUITE 150
FAIRFIELD, CA 94534

CYPRESS CROSSINGS

Oakley, California

OVERALL LANDSCAPE PLAN

CONCEPTUAL LANDSCAPE PLAN
MAY 2021

vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com

SCALE: 1" = 60'-0" (0' 30' 60' 120')

NORTH

L-1

Project No. 02321

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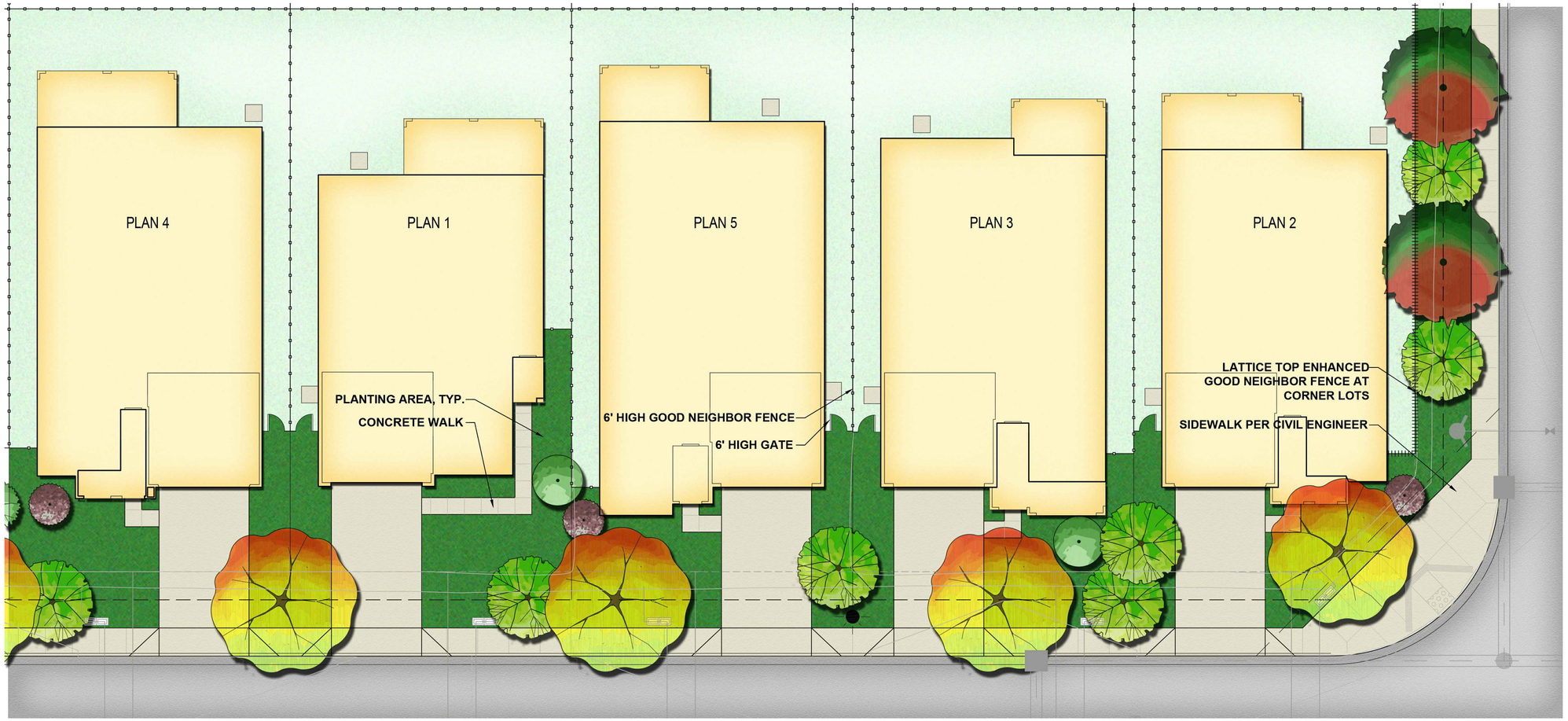

PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WUCOLS*
STREET / PARK TREES			
ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	MOD
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DIETES SPP.	FORTNIGHT LILY	1 GAL	L
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PHOTINIA FRASERII	PHOTINIA	5 GAL	M
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* WATER NEEDS BASED ON THE WATER USE CLASSIFICATION OF LANDSCAPE SPECIES (WUCOLS) BY THE UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION.

kb HOME
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FAIRFIELD, CA 94534

CYPRESS CROSSINGS

Oakley, California

TYPICAL LOT ENLARGEMENTS

CONCEPTUAL LANDSCAPE PLAN
MAY 2021

vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
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0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-2
Project No. 02321

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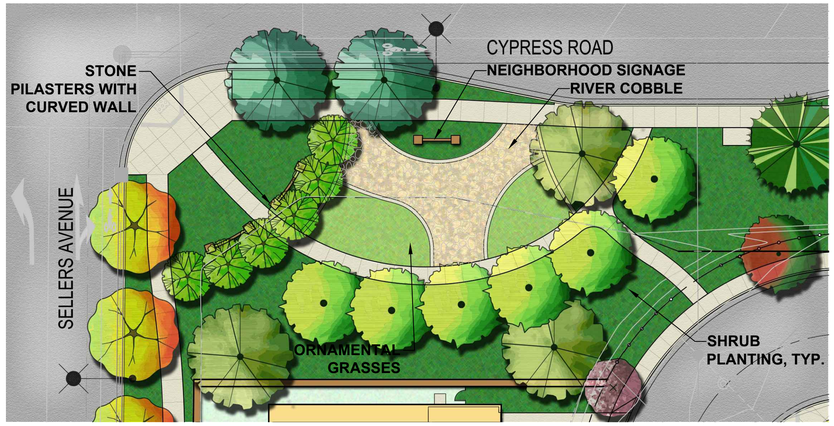
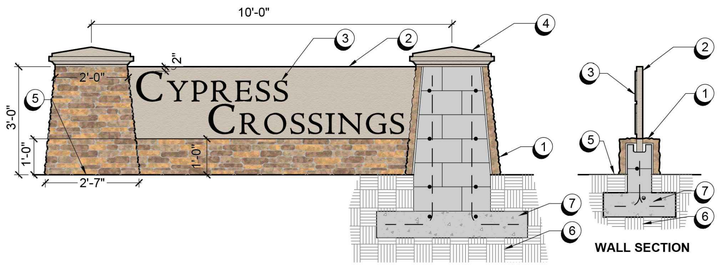


PARCEL A

1. STONE VENEER PILASTER & BASE WALL.
2. STUCCO WALL.
3. LASER CUT IRON LETTERING.
4. PRECAST CONCRETE CAP.
5. FINISH GRADE.
6. COMPACTED SUBGRADE.
7. CONCRETE FOOTING PER STRUCTURAL ENGINEER'S PLANS.



A MONUMENT SIGN
SCALE: 1/2" = 1'-0"



B BALDOCCHI FAMILY MONUMENT BOULDER

PROPOSED PLANT PALETTE

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MYOPORUM P. 'PROSTRATUM'	CREEPING MYOPORUM	1 GAL	L
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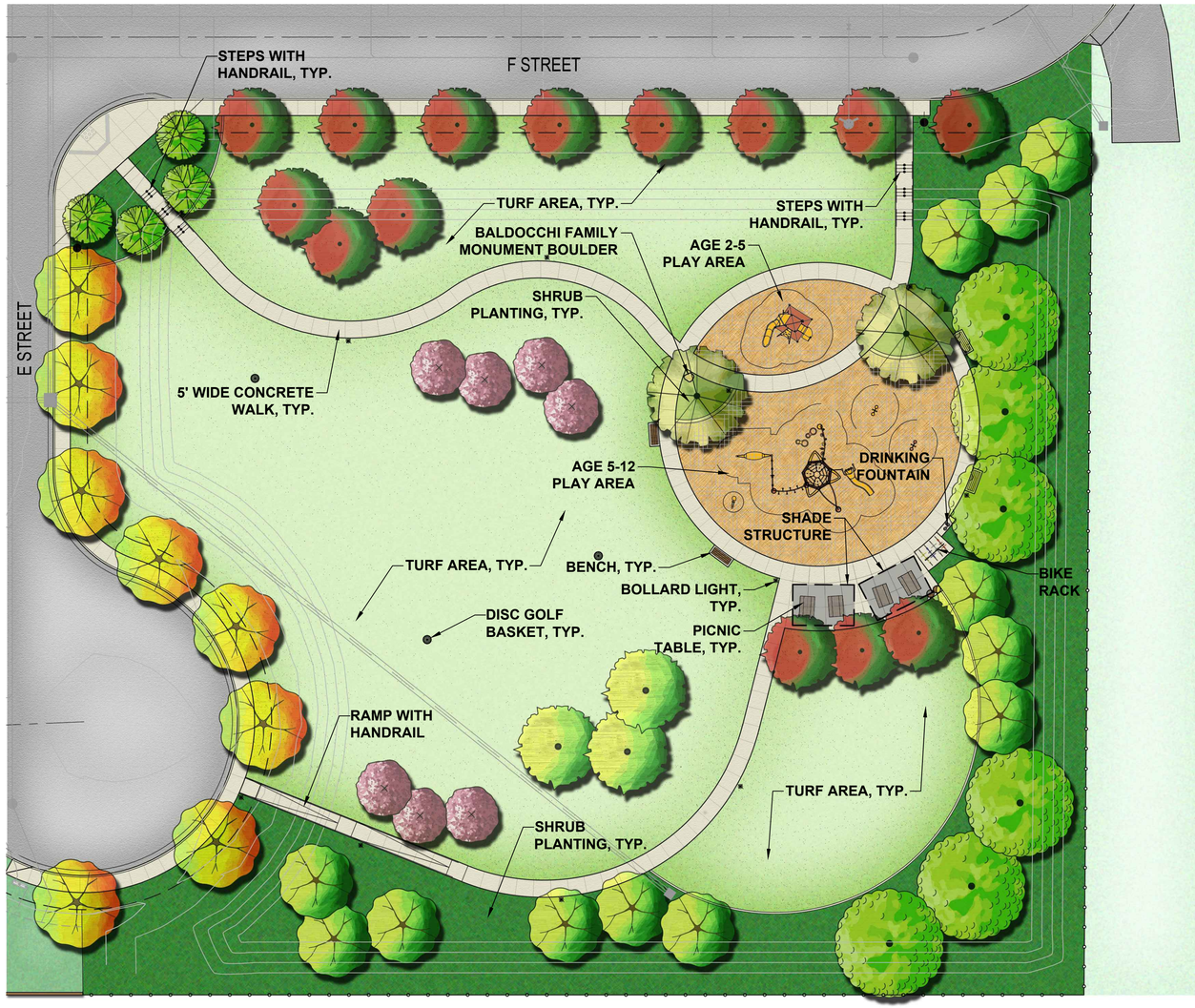

PARCEL B - NEIGHBORHOOD PARK

kb HOME
4830 BUSINESS CENTER DR., SUITE 150
FAIRFIELD, CA 94534

CYPRESS CROSSINGS
Oakley, California

PARCEL A & PARK ENLARGEMENT
CONCEPTUAL LANDSCAPE PLAN
MAY 2021

vanderToolen Associates
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Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com
VTA

0' 10' 20' 40'
SCALE: 1" = 20'-0"
NORTH

L-3
Project No. 02321

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A PICNIC TABLE



B BENCH



C SHADE STRUCTURE



D PLAY STRUCTURE



E PLANT MATERIAL



F ENHANCED PAVING AT ENTRY



G DISC GOLF



H SLOPED TURF AREA



I OPEN TURF PLAY

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4830 BUSINESS
CENTER DR., SUITE 150
FAIRFIELD, CA 94534

CYPRESS CROSSINGS

Oakley, California

LANDSCAPE IMAGERY
CONCEPTUAL LANDSCAPE PLAN
MAY 2021

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L-4

Project No. 02321

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Cypress Crossings

North Bay Division

Project #640185

May 3, 2021

kb HOME

SPANISH ‘A’ ELEVATIONS

SCHEME 1

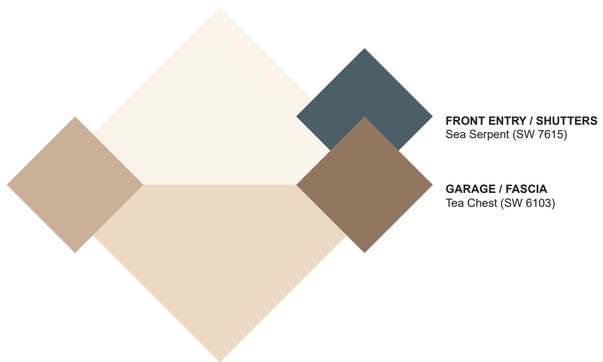


ROOF
BARCELONA California Mission Blend
1 HBCS 6464



DECO TILE
Rock Mill Tile & Stone
PD-147

STUCCO (LIGHT SAND LACE FINISH)
Cotton White (SW 7104)



STUCCO HIGHLIGHT
Irish Cream (SW 7537)

SCHEME 2

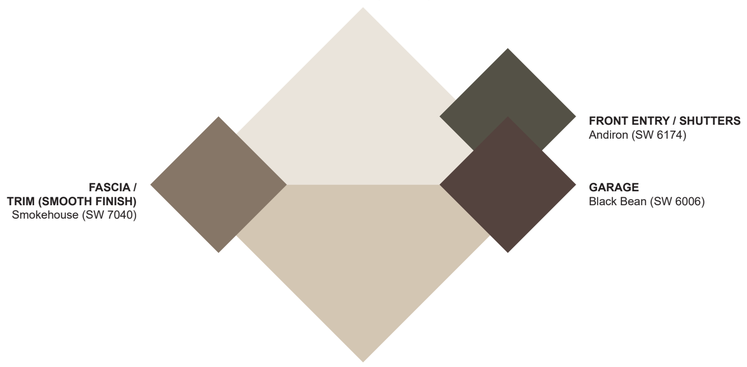


ROOF
BARCELONA Salerno Clay
1 HBCS 6330



DECO TILE
Rock Mill Tile & Stone
FD-148

STUCCO (LIGHT SAND LACE FINISH)
Aesthetic White (SW 7035)



STUCCO HIGHLIGHT
Relaxed Khaki (SW 6149)

SCHEME 3

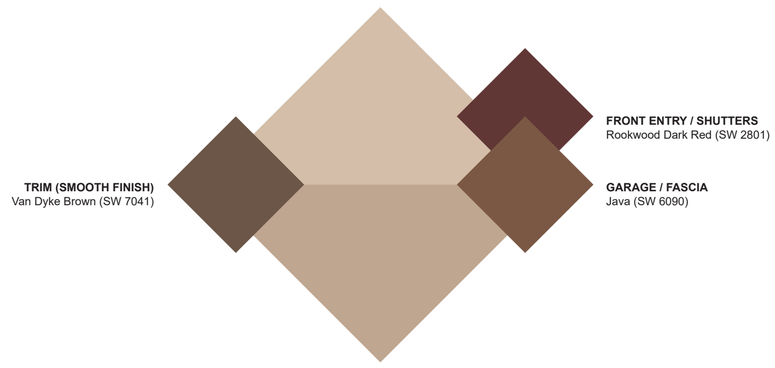


ROOF
BARCELONA Verona Clay
1 HBCS 7330



DECO TILE
Rock Mill Tile & Stone
FD-207A

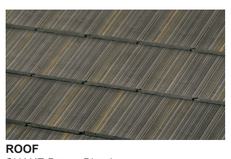
STUCCO (LIGHT SAND LACE FINISH)
Nomadic Desert (SW 6107)



STUCCO HIGHLIGHT
Dormer Brown (SW 7521)

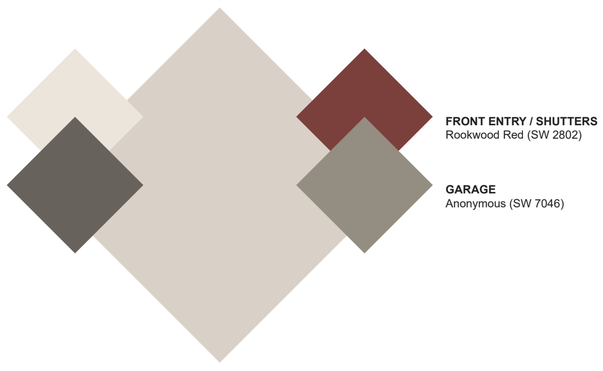
CRAFTSMAN ‘B’ ELEVATIONS

SCHEME 4



ROOF
SHAKE Brown Blend
1 FBCF 3233

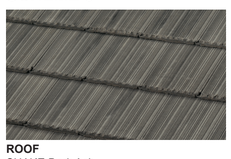
STUCCO
Worldly Gray (SW 7043)



STONE
COUNTRY LEDGESTONE
Eucalyptus

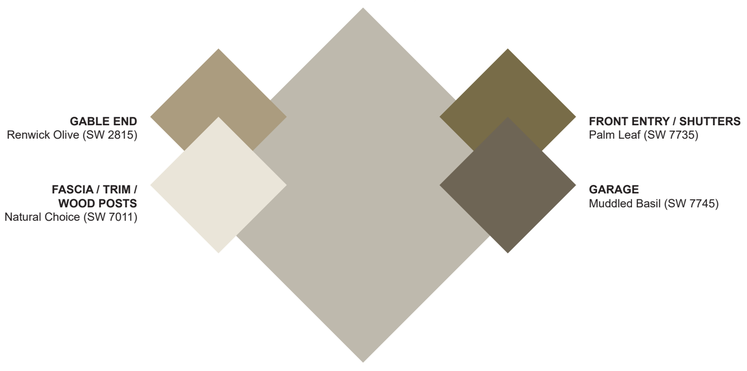


SCHEME 5



ROOF
SHAKE Dark Ash
1 FBCF 5139

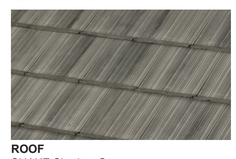
STUCCO
Chatroom (SW 6171)



STONE
LIMESTONE
Bucks Country

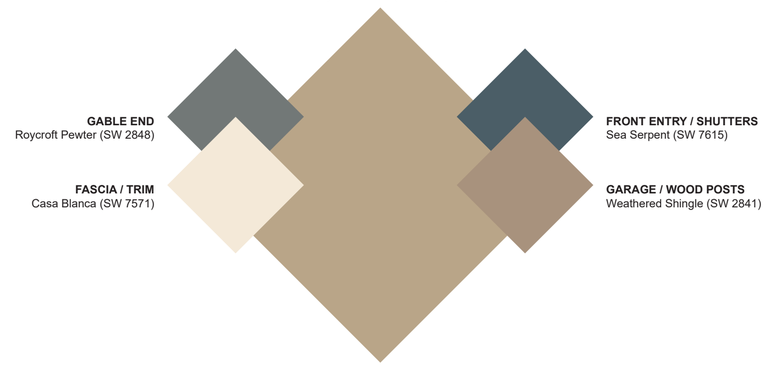


SCHEME 6



ROOF
SHAKE Shadow Grey
1 FBCF 5225

STUCCO
Roycroft Suede (SW 2842)

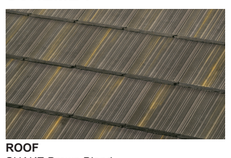


STONE
COUNTRY LEDGESTONE
Grand Mesa



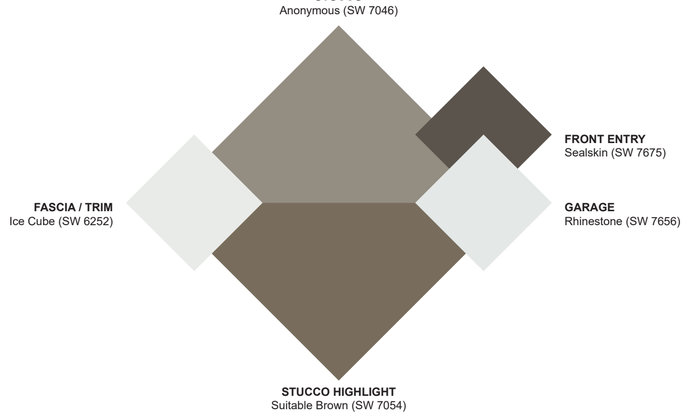
PRAIRIE ‘C’ ELEVATIONS

SCHEME 7



ROOF
SHAKE Brown Blend
1 FBCJ 3233

STUCCO
Anonymous (SW 7046)

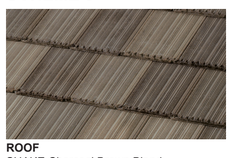


STUCCO HIGHLIGHT
Suitable Brown (SW 7054)

BRICK
USED BRICK
High Desert

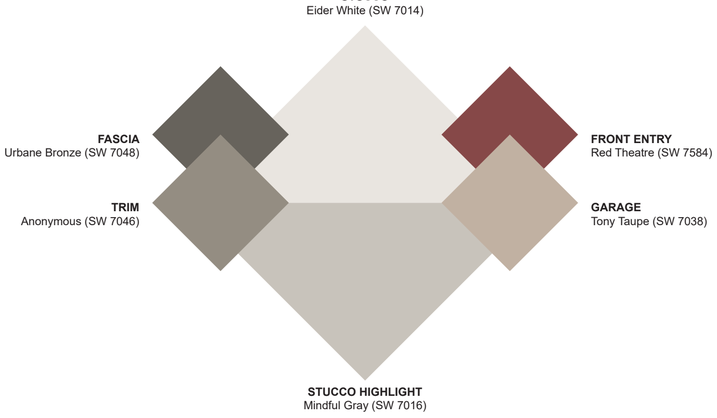


SCHEME 8



ROOF
SHAKE Charcoal Brown Blend
1 FBCJ 1132

STUCCO
Eider White (SW 7014)

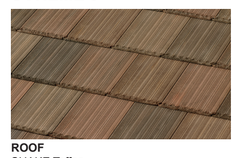


STUCCO HIGHLIGHT
Mindful Gray (SW 7016)

BRICK
HANDMADE BRICK
Antique Red

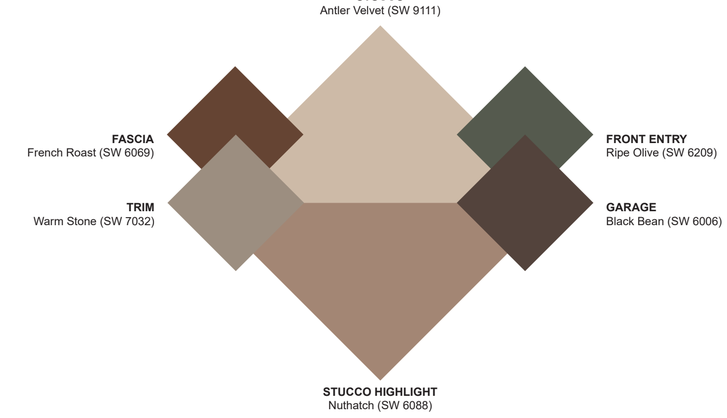


SCHEME 9



ROOF
SHAKE Toffee
1 FBCJ 0007

STUCCO
Antler Velvet (SW 9111)



STUCCO HIGHLIGHT
Nuthatch (SW 6088)

BRICK
USED BRICK
High Desert



KB Home reserves the right to modify or discontinue any products, colors or styles at any time without prior notice. Displays of options, colors, textures, brick, stone, tile, shutters, roofing materials, siding, surfaces, stain and material combinations viewed on a sample color board may differ from the appearances of the options on homes when viewed in person. Please visit a KB Home model home community to view actual colors textures, materials, and combinations.

Cypress Crossings

North Bay Division
Project #640185
May 3, 2021

SPANISH 'A' ELEVATIONS				
MATERIAL	**MFR**	**SCHEME 1**	**SCHEME 2**	**SCHEME 3**
STUCCO (LIGHT SAND LACE FINISH)	SHERWIN-WILLIAMS	Cotton White (SW 7104)	Aesthetic White (SW 7035)	Nomadic Desert (SW 6107)
STUCCO HIGHLIGHT	SHERWIN-WILLIAMS	Irish Cream (SW 7537)	Relaxed Khaki (SW 6149)	Dormer Brown (SW 7521)
FASCIA	SHERWIN-WILLIAMS	Tea Chest (SW 6103)	Smokehouse (SW 7040)	Java (SW 6090)
TRIM (SMOOTH FINISH)	SHERWIN-WILLIAMS	Latte (SW 6108)	Smokehouse (SW 7040)	Van Dyke Brown (SW 7041)
FRONT ENTRY / SHUTTERS	SHERWIN-WILLIAMS	Sea Serpent (SW 7615)	Andiron (SW 6174)	Rookwood Dark Red (SW 2801)
GARAGE	SHERWIN-WILLIAMS	Tea Chest (SW 6103)	Black Bean (SW 6006)	Java (SW 6090)
DECO TILE	ROCK MILL TILE & STONE	FD-147	FD-148	FD-207A
ROOF	BORAL ROOFING	1 HBCS 6464	1 HBCS 6330	1 HBCS 7330
	BARCELONA	California Mission Blend	Salerno Clay	Verona Clay

CRAFTSMAN 'B' ELEVATIONS				
MATERIAL	**MFR**	**SCHEME 4**	**SCHEME 5**	**SCHEME 6**
STUCCO	SHERWIN-WILLIAMS	Worldly Gray (SW 7043)	Chatroom (SW 6171)	Roycroft Suede (SW 2842)
GABLE END	SHERWIN-WILLIAMS	Shoji White (SW 7042)	Renwick Olive (SW 2815)	Roycroft Pewter (SW 2848)
FASCIA / TRIM	SHERWIN-WILLIAMS	Urbane Bronze (SW 7048)	Natural Choice (SW 7011)	Casa Blanca (SW 7571)
WOOD POSTS	SHERWIN-WILLIAMS	Urbane Bronze (SW 7048)	Natural Choice (SW 7011)	Weathered Shingle (SW 2841)
FRONT ENTRY / SHUTTERS	SHERWIN-WILLIAMS	Rookwood Red (SW 2802)	Palm Leaf (SW 7735)	Sea Serpent (SW 7615)
GARAGE	SHERWIN-WILLIAMS	Anonymous (SW 7046)	Muddled Basil (SW 7745)	Weathered Shingle (SW 2841)
ROOF	BORAL ROOFING	1 FBCF 3233	1 FBCF 5139	1 FBCF 5225
	SHAKE	Brown Blend	Dark Ash	Shadow Grey
STONE	CULTURED STONE	COUNTRY LEDGESTONE Eucalyptus	LIMESTONE Bucks Country	COUNTRY LEDGESTONE Grand Mesa

PRAIRIE 'C' ELEVATIONS				
MATERIAL	**MFR**	**SCHEME 7**	**SCHEME 8**	**SCHEME 9**
STUCCO	SHERWIN-WILLIAMS	Anonymous (SW 7046)	Eider White (SW 7014)	Antler Velvet (SW 9111)
STUCCO HIGHLIGHT	SHERWIN-WILLIAMS	Suitable Brown (SW 7054)	Mindful Gray (SW 7016)	Nuthatch (SW 6088)
FASCIA	SHERWIN-WILLIAMS	Ice Cube (SW 6252)	Urbane Bronze (SW 7048)	French Roast (SW 6069)
TRIM	SHERWIN-WILLIAMS	Ice Cube (SW 6252)	Anonymous (SW 7046)	Warm Stone (SW 7032)
FRONT ENTRY	SHERWIN-WILLIAMS	Sealskin (SW 7675)	Red Theatre (SW 7584)	Ripe Olive (SW 6209)
GARAGE	SHERWIN-WILLIAMS	Rhinestone (SW 7656)	Tony Taupe (SW 7038)	Black Bean (SW 6006)
ROOF	BORAL ROOFING	1 BCCS 6169	1 FBCJ 1132	1 FBCJ 0007
	SHAKE	Casa Grande Blend	Charcoal Brown Blend	Toffee
BRICK	CULTURED BRICK	USED BRICK High Desert	HANDMADE BRICK Antique Red	USED BRICK High Desert

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RESOLUTION NO. XX-21

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE PROJECT KNOWN AS "CYPRESS CROSSINGS DESIGN REVIEW (DR 07-21)" FOR TENTATIVE MAP 8904 LOCATED AT THE SOUTHEAST CORNER OF EAST CYPRESS ROAD AND SELLERS AVENUE APNS: 032-010-002 AND 032-010-012

FINDINGS

WHEREAS, on May 25, 2021, KB Home North Bay, LLC ("Applicant") filed an application requesting Design Review approval of a development plan, elevations, floor plans, roof plans, conceptual landscape plans, colors and materials detail, and conceptual park plan of 98 single-family residential lots located within the Cypress Crossings subdivision (formerly known as "Tuscany Estates" or "Baldocchi Subdivision") (Tentative Map 8904) ("Project"). Proposed homes consist of five single-story plans ranging from 1,646 to 2,188 square feet of livable area. The project site is located at the southeast corner of East Cypress Road and Sellers Avenue and is zoned P-1 (Planned Unit Development) District: APNs: 032-010-002 and -012; and

WHEREAS, the Applicant's Plans include a master plotting plan (development plan), elevations, floor plans, roof plans, conceptual landscape plans, colors and materials detail, and conceptual park plan ("Plans"); and

WHEREAS, on June 25, 2021 the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project site is designated Single Family Residential, High Density (SH) and Parks and Recreation (PR) on the Oakley 2020 General Plan Land Use Map, and zoned P-1 (Planned Development) District; and

WHEREAS, the proposal for house designs and other design elements of the subdivision falls within the scope of the development project as a whole, which was analyzed under the California Environmental Quality Act (CEQA) as a part of "The Westerly Annexation" Initial Study and Mitigated Negative Declaration filed with the County Clerk on October 15, 2004, and assigned the Governor's Office of Planning and Research - State Clearing House Number 2004082117; and

WHEREAS, on or before July 30, 2021, the Notice of Public Hearing for the project was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the project's boundaries, interested agencies, and to parties requesting such notice; and

WHEREAS, on August 10, 2021, the City Council opened the public hearing and received a report from City Staff, oral and written testimony from the Applicant and public,

and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City; and

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, Vesting Tentative 8904, the project's P-1 District, the project's development agreement with the City of Oakley, and the information submitted to the City Council at its August 10, 2021 meeting, both written and oral, including oral information provided by the Applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the "Record").

A. Regarding the application requesting Design Review approval for "Cypress Crossings Design Review (DR 07-21)", the City Council finds that:

1. The proposed Design Review plans are substantially consistent with the applicable General Plan designations and project's tentative map, and the project's development agreement; and

2. The proposed Residential Siting and Lot Design is consistent with the City of Oakley Residential Design Guidelines with the added conditions that any three consecutive homes along the same street frontage have one home with a setback to the garage of at least 23 feet; and

3. The Architectural Character of the proposed single-family homes is consistent with the applicable City of Oakley Residential Design Guidelines with implementation of a condition of approval that require exterior lighting that are specific to each architectural type.

B. The Project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the Applicant's request for approval of the project titled, "Cypress Crossings Design Review (DR 07-21)," subject to the following Conditions of Approval:

Conditions of Approval

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the plans date stamped received by the Planning Division on July 26, 2021,

and made a part of the City Council's meeting packet for August 10, 2021 as well as additional information acquired since that time and made a part of the project file.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED (BOLD CONDITIONS ADDED OR AMENDED AT PUBLIC HEARING):

Planning Department Conditions

General:

1. This Design Review is approved, as shown on the plans, date stamped by the Planning Division on July 26, 2021, and as conditioned herein.

2. This Design Review shall be effectuated within a period of two years from the adoption date of this resolution through issuance of a building permit related to the homes approved with this project. An extension of time may be granted by the City Council upon written request by the applicant filed with the Planning Division within the effective period of this original approval.

3. All construction drawings and plot plans submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on August 10, 2021, and as conditioned herein.

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

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

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

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

8. Any model home complex shall have a copy of the City of Oakley's General Plan Land Use Map posted within the sales office or included with the informational material provided to prospective home buyers.

California Environmental Quality Act:

9. The Applicant/Developer shall implement all applicable mitigation measures included in "The Westerly Annexation" Initial Study/Mitigated Negative Declaration filed with the Contra Costa County Clerk and Governor's Office of Planning and research on October 15, 2004, assigned the Governor's Office of Planning and Research - State Clearing House Number 2004082117, and on file with the City of Oakley Planning Division.

Residential Siting:

10. The Applicant shall plot the homes so that any three consecutive homes along the same street frontage shall have one home with a setback to the garage door of at least 23-feet.

Architectural Details:

11. The Applicant shall submit plans that show exterior lighting that is specific to each of the three architectural styles, subject to the approval of the Community Development Director.

12. All plan/elevation combinations that show any materials other than stucco on a column or front facade, where the side elevation is not visible on the plans, shall have that material wrap all sides of the column or around the front facade to the next change in plane. Where wraps are completely visible on the plans, they should continue to either the change in plane, or to the fence line or point where the second story begins, as shown on the approved plans.

13. All trimming and shutters, etc. shall be painted on all three sides in the applicable color. Exceptions may be made for stucco over foam trim where a clean line may not be attainable where the trim meets the house, subject to the review and approval of the Community Development Director.

14. Plot plans shall be submitted with as close as possible to an equal number of architectural types for each plan. In the event any specific architectural type is being proposed too often, or excluded from the mix, Staff may postpone issuing building permits until it can be shown that a more even mix of all types, subject to the total numbers represented by each plan, will exist at build out without over concentration or exclusion in any specific area.

Landscaping:

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

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

17. All landscaped areas not covered by shrubs or groundcover shall be covered with bark or acceptable alternative as reviewed and approved by the Community Development Director. On slopes greater than 3 to 1, the Applicant shall use an alternative to bark per the review and approval of the Community Development Director. Areas covered with bark shall use a weed barrier.

18. The Applicant shall maintain all private landscaping until occupancy.

19. The Applicant shall attempt to install trees per the conceptually approved plans; however, if some trees are unable to be planted in the right of way or the location indicated on the conceptual plans due to the City's or other agency's tree setback requirements, the Community Development Director and City Engineer/Public Works Director or their designees have authority to review and approve a tree plan that may result in an overall reduction of trees, relocated trees, or in some instances, replacement of trees with tree-like shrubs.

Subdivision Disclosures:

20. Where a lot/parcel is located within 300' of a high voltage electric transmission line, the Applicant shall record the following notice:

> "The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the basis for such a hypothesis is established. At this time no risk assessment has been made."

When a Final Subdivision Public Report issued by the California Department of Real Estate is required, the Applicant shall also request that the Department of Real Estate insert the above note in the report.

21. The following statements shall be recorded at the County Recorder's Office for each parcel to notify future owners of the parcels that they own property in an agricultural area:

> "This document shall serve as notification that you have purchased land in an agricultural area where you may regularly find farm equipment using local roads; farm equipment causing dust or blowing sand; crop dusting and spraying occurring regularly; burning associated with agricultural activities; noise associated with farm equipment such as zon guns and aerial crop dusting and certain animals, including equestrian trails as well as flies may exist on surrounding properties. This statement is again, notification that this is part of the agricultural way of life in the open space areas of the City of Oakley and you should be fully aware of this at the time of purchase"

22. The Applicant shall draft a statement to be recorded at the County Recorder's Office for each parcel to notify future owners of the parcels that second driveways to access side yards opposite the garage shall not be permitted, and if installed, may be subject to code enforcement action by the City of Oakley. The specific language shall be submitted to the Planning Division for review and approval prior to recording with the County Recorder.

Energy Efficiency:

23. Air conditioning condenser units shall be located to take advantage of natural shade. Condensers should not be placed on the west or south elevation of a home, unless shade is provided. The location of the condenser shall be added to all plot plans for review and approval of the Community Development Director.

24. Design and site units so as to take advantage of natural heating and cooling, sun and wind exposure, and solar energy opportunities.

Waste Management Plan:

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

Building Division Conditions

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

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

Advisory Notes:

The following Advisory Notes are provided to the Applicant as a courtesy but are not a part of the conditions of approval. Advisory Notes are provided for the purpose of informing the Applicant of additional ordinance requirements that must be met in order to proceed with development.

A. The Applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.

B. The project will require a grading permit pursuant to the Ordinance Code.

C. Applicant shall comply with the requirements of Ironhouse Sanitary District.

D. The Applicant shall comply with the requirements of the Diablo Water District.

E. Comply with the requirements of the East Contra Costa Fire Protection District.

F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.

G. This project may be subject to the requirements of the Department of Fish and Game. It is the Applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.

H. This project may be subject to the requirements of the Army Corps of Engineers. It is the Applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

I. The Applicant shall obtain an encroachment permit for construction within existing City rights of way.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the August 10, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

STAFF REPORT

DATE: August 10, 2021

TO: Joshua McMurray,
Interim City Manager

Approved and Forwarded to the City Council

FROM: Libby Vreonis, City Clerk/Paralegal

SUBJECT: **Oakley City Council Hearing for Special Assessment Regarding 1775 Hemlock Court, Oakley, California (APN 035-552-119) (CONTINUED FROM JULY 13, 2021 OAKLEY CITY COUNCIL MEETING)**

Background and Analysis

This hearing is regarding a determination to impose a special assessment on 1775 Hemlock Court, Oakley, California (APN 035-552-119) for costs incurred by the City associated with clean-up of blue swimming pool dye/clarifier released from the property into a storm drain.

Background

On June 12, 2020, Code Enforcement staff received a telephone complaint that someone on Hemlock Drive had re-plastered their pool and was draining blue dye down the storm drain. Staff from the Code Enforcement and Public Works Departments inspected and confirmed the source at 1775 Hemlock Drive. Upon arrival, the property owner's grandson was actively spraying paint off what appeared to be filters in the street and he was asked by staff to cease immediately. Staff spoke with the property owner and the property owner indicated she was not aware that it was illegal and that she had been doing it for many years along with her neighbors. Staff informed her there may be fines associated since the paint had made it to the storm drain and that a Code Enforcement case would be opened for the matter. Staff contacted a contractor, CES, to perform clean-up and the City was invoiced (Attachment 1). Water meter usage is shown on the CES invoice as pending. Diablo Water District provided an invoice (Attachment 2) reflecting the amount of water usage and cost for such water usage during clean-up. On July 1, 2020, City staff issued an invoice (Attachment 3) to the property owner reflecting the amounts due on the CES and Diablo Water District invoices, and also including City staff time incurred (Attachment 4), totaling $9,537.24.

As of February 18, 2021, the amount due had not been paid by the property owner and Code Enforcement staff issued a Notice of Opportunity to Appeal Imposition of Special Assessment (Attachment 5) to the property owner via certified mail and the return receipt was returned signed to the City. On March 16, 2021, the property owner submitted a written appeal (Attachment 6) to the City. Staff scheduled an appeal hearing with an Administrative Hearing Officer on March 25, 2021, to review the matter. The Administrative Hearing Officer reviewed the matter and issued a decision (Attachment 7) on March 25, 2021, which affirmed the assessment. A copy of the decision was mailed to the property owner on March 29, 2021.

Although the appeal was heard by the Administrative Hearing Officer, the property owner has an opportunity to appeal the special assessment to the City Council pursuant to Oakley Municipal Code Sections 1.6.140 and 1.6.148. On March 25, 2021, notice of this special assessment hearing was mailed to the property owner, posted on the property, and published in the newspaper as required by Oakley Municipal Code Sections 1.6.142 through 1.6.146. A copy of the notice that was posted was signed by the Interim City Manager in accordance with Oakley Municipal Code Section 1.6.144 (Attachment 8). A copy of the notice that was mailed and published was signed by the City Clerk in accordance with Oakley Municipal Code Section 1.6.146(c) (Attachment 9). As indicated within the notice, the property owner may call-in to provide objection or may submit objection in writing by mail to the City Clerk's Office which must be received before 6:30 p.m. on June 8, 2021. As of the date this staff report was previously submitted, May 28, 2021, written objection from the property owner had not been received by the City Clerk's Office; however, legal counsel for the property owner reached out to request a continuance of the hearing as counsel had made aware of the matter recently prior to the June 8, 2021 hearing. As of the date this staff report was updated and re-submitted on July 6, 2021 for the July 13, 2021 City Council meeting, written objection from the property owner had not been received by the City Clerk's Office. On July 7, legal counsel representing the property owners submitted a letter requesting postponement. The City Council granted the postponement until its next meeting to be held August 10, 2021.

Analysis

Pursuant to Oakley Municipal Code Section 1.6.138, "If in the opinion of the City Manager, any nuisance, as defined in section 1.6.102 constitutes an immediate hazard to the public health, safety or welfare or materially interferes with public travel or passage, the City Manager may abate such nuisance. The abatement work may be performed by the City's own employees or by independent contractors, or any combination thereof. The City Manager and his/her authorized representatives and contractors may enter upon private property as may be necessary or appropriate in order to perform the abatement work."

Nuisance is defined in Oakley Municipal Code Section 1.6.102 as follows, "Any violation of any of the provisions of this Code, or any ordinance of the City, or any rule,

regulation or order promulgated or issued pursuant to City ordinance, or the provisions of any code adopted by reference by City ordinance, or any violation of any condition of approval, permit or license granted pursuant to City ordinance, shall constitute and is declared to be a nuisance. This includes, but is not limited to any encroachment upon or obstruction in or to, any public sidewalk, street, alley, lane, court, park, trail or easement, or other public place. Such nuisance may be abated pursuant to the procedure set forth in this section through section 1.6.152." Oakley Municipal Code Section 6.11.206 prohibits the release of non-storm water discharges to the City's storm water system.

Here, staff responded to a violation of the Code constituting a nuisance, blue dye draining into a storm drain, resulting in an immediate hazard to public health, safety and welfare. The abatement was initiated by on-site staff as authorized by the City Manager and the abatement was performed by a contractor. The costs of abatement were incurred by the City and the property owner was sent an invoice which to date has not been paid. The property owner was provided an Administrative Appeal of which decision affirmed the costs and informed the property owner that an appeal could be made by hearing before the Oakley City Council. The property owner was provided notice of the hearing for June 8, 2021, by mail, posting and publication of the notice. Legal counsel was retained by the property owner near the hearing date and continuance was requested and granted to allow adequate time for review. The matter is now before the City Council to decide whether or not to uphold the costs (as submitted or modified) and direct a special assessment on the property. Photos have been included (Attachment 10) for the Council's review.

Hearing Procedures

In accordance with Oakley Municipal Code Sections 1.6.148 through 1.6.150, the City Council shall consider the report of costs (City's invoice-Attachment 3) and hear any objections of the property owners to be assessed the abatement costs. If deemed necessary, the City Council may modify the report. At the conclusion of the hearing, the City Council shall allow or overrule any objections to the assessment. If no objections have been made at the hearing or the City has overruled objections made, the City Council shall adopt a resolution confirming the report of costs as submitted or modified (Attachment 11).

In accordance with Oakley Municipal Code Section 1.6.152, the costs of abatement charged against the property may be paid in full at any time after the City Council confirms the report of costs and prior to the costs being filed with the County Tax Collector.

Fiscal Impact

The City has incurred costs totaling $9,537.24.

Staff Recommendation

Staff recommends the City Council:

1. Review the information provided in this report.
2. Hear any objections made by the property owner or his or her representative
3. Allow or overrule any objections made during this hearing.
4. If no objections have been made at the hearing or the City Council has overruled objections made, adopt a resolution confirming the costs as submitted or modified.

Attachments

1. CES invoice
2. Diablo Water District invoice
3. City of Oakley invoice
4. Staff costs
5. Notice of Opportunity to Appeal
6. Property owner appeal dated March 16, 2021
7. Administrative Hearing Officer Decision
8. Notice of Appeal Hearing (posted and signed by Interim City Manager)
9. Notice of Appeal Hearing (published and mailed, and signed by City Clerk)
10. Photos
11. Proposed Resolution

ATTACHMENT 1

CES Controlled Environmental Services

License #807330 A-Haz
PO Box 884542
San Francisco CA 94188

INVOICE

DATE	INVOICE NO.
6/16/2020	21971

BILL TO
City of Oakley 3231 Main Street Oakley Ca 94561 Attn: David Newman

SMALL BUSINESS AND DVBE SERVICES 52094

P.O. NO.	TERMS	PROJECT
	Net 30	3915- City of Oakley

DESCRIPTION	QTY	RATE	AMOUNT
Invoice for CES to provide Labor, Equipment and Materials to respond and clean up a swimming pool chemical spill in the street, gutter, driveways and catch basin along 5 residences. Spill was reported to be blue swimming pool dye/clarifier and was reported to be released from residence located at 1775 Hemlock Court, Oakley. CES provided Supervisor and crew at Saturday overtime rates, as needed for clean up, including pressure washer, generator, tools and hydro jet vactor truck. Surfaces cleaned included 250 lf to 300 lf of gutter and street, sidewalk areas, driveways from vehicle tracking, (1) catch basin and hydrojet drain line both directions. Work was completed as per David Newman and the City Engineer			
Site: 1775 Hemlock Court, Oakley Date 6-13-20 thru 6-15-20			
Vactor Truck/Hydro Jetter 6-13-20 (Saturday OT)	8	440.00	3,520.00
Vactor Truck/Hydro Jetter 6-15-20	4	295.00	1,180.00
Field Technician (2) 6-13-20 (Saturday OT)	14	142.00	1,988.00
Field Supervisor 6-13-20 (Saturday OT)	8	185.00	1,480.00
Project Coordinator 6-13-20 and 6-15-20 (Reg Hourly Rate)	2	150.00	300.00
Service Truck	1	225.00	225.00
Equipment Trailer, Pressure Washer, hoses, brooms , control boom	1	250.00	250.00
Water Meter from Diablo Water / Water Usage (PENDING)		0.00	0.00
Payment for the above services will be due upon receipt of invoice, with a net 30-day payment from invoice date. Customer agrees I) to pay CES's invoices for the services within (30) thirty Days of the date of invoice; II) to pay a service charge accruing at a rate of one and one half percent (1.5%) per month on any past due invoiced amounts; III) if CES institutes any legal proceeding, action or suit to collect past due invoice(s) for services, to pay CES's attorney fees incurred in such proceeding, action or suit or in any appeal thereon.			

Thank you for your business.	**Total**	$8,943.00

ATTACHMENT 2

Account No...: [redacted]
Location ID..: 80083

DIABLO WATER DISTRICT
P.O. BOX 127
OAKLEY, CALIFORNIA 94561-0127
www.diablowater.org

0 05882 60626 5

Service Address
HYD MIKE -CITY OF OAKLEY

Past Due Pay By: 07/08/2020	$	.00
Current Pay By.: 07/08/2020	$	39.65
Total Due	$	39.65

RECEIVED
JUN 23 2020
CITY OF OAKLEY

CITY OF OAKLEY
3231 MAIN ST
OAKLEY CA 94561

DUE UPON RECEIPT
PLEASE WRITE ACCOUNT NUMBER ON YOUR CHECK
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

* * * * * * * * * * * * CLOSING BILL * * * * * * * * * * * *

Account No.	Location ID	Service Address
[redacted]	80083	HYD MIKE -CITY OF OAKLEY

Reading Dates From	To	# Days
06/13/2020	06/17/2020	4

Meter Readings Prior	Present	Consumption
6142	6143	1

Charge Description	Amount
PREV. BALANCE	$ .00
WATER CHARGE	$ 3.40
SERVICE CHARGE	$ 36.25

Daily Consumption (Gallons)		% of Comparison Yr.
Current Period	187.00	0
Comparison Period	0.00	

Total Due ------>	$	39.65

DIABLO WATER DISTRICT
87 CAROL LN.
P.O. BOX 127
OAKLEY, CA 94561
(925) 625-3798

RETAIN THIS PORTION FOR YOUR RECORDS.

ATTACHMENT 3

July 1, 2020

CROCKER RANDY & YOLANDA
1775 HEMLOCK CT
OAKLEY CA 94561-2269

INVOICE

In accordance with City of Oakley Resolution 148-16, actual costs incurred for Code Enforcement re-inspection services at mailing address 1775 Hemlock Ct., Oakley CA 94561 (APN: 035-552-119) Case CE 20-1916 are being charged and are due and payable within thirty (30) days from the date of this invoice.

Date	Description	Visits	Total Cost
6/16/20	CES Clean-up	3	$8,943.00
6/23/20	Diablo Water District	4	$39.65
6/12/20	City Staff Hours	1	$557.29

Accounting Code: 100-3373

INVOICE TOTAL BALANCE DUE	**$9,537.24**

Please make check payable to the **City of Oakley.** Mailing address is 3231 Main Street Oakley, CA 94561. To make a credit card payment the attached authorization form may be submitted via US Mail or electronically to: code-enforcement@ci.oakley.ca.us If you have any questions you may contact Code Enforcement at 925-625-7031.

Note any previous balance due may be sent for confirmation to the City Council for placement as a direct assessment on the property tax rolls.

ATTACHMENT 4

Here are staff times with rates for PW&E:

David Newman – 2 HR (Rate - $121.88)
Billilee Saengchalern – 1 HR (Rate - $153.91)
Christine Keller – 1 HR (Rate - $99.68)

Code Enforcement:
Jody Williams – 1 HR (Rate - $59.94)

Total: $557.29

ATTACHMENT 5

CITY COUNCIL
Sue Higgins, Mayor
Randy Pope, Vice Mayor
Aaron Meadows
Anissa Williams
George Fuller

OAKLEY
CALIFORNIA

CITY HALL
3231 Main Street
Oakley, CA 94561
925.625.7000 tel
925.625.9859 fax
www.ci.oakley.ca.us

February 18th, 2021

CROCKER RANDY & YOLANDA
1775 HEMLOCK CT
OAKLEY, CA 94561

Re: 1775 HEMLOCK CT (APN: 035-552-119)

NOTICE OF OPPORTUNITY TO APPEAL IMPOSITION OF SPECIAL ASSESSMENT

THIS IS TO NOTIFY ALL INTERESTED PARTIES that the City of Oakley in accordance with Resolution 148-16 intends to impose a special assessment on the property listed above for actual costs incurred for Public Works staff time due to failure to abate violations. It has been further confirmed by the City of Oakley under the authority of **California Government Code 38773.1, 38773.5 and Oakley Municipal Code 4.29.502** that if the fees remain unpaid, the City of Oakley intends to impose a special assessment on the real property for the remaining unpaid balance. **The balance due is $9,537.24**

The proposed special assessment will be presented to the Administrative Hearing Officer on March 25th, 2021. The assessment shall be confirmed and assessed unless objection is made in writing and submitted to the City Clerk by close of business on March 22nd, 2021. The Hearing Officer will be presented with your appeal and any supporting documents you submit. Due to COVID-19 precautions, we are not holding in-person hearings, unless specifically requested when you submit your objection.

The last day to submit an objection in writing to the City Clerk is 5:00 P.M. March 22nd, 2021. You may submit your objection via email at: vreonis@ci.oakley.ca.us or by placing in the drop box near the Development Services Entrance at Oakley City Hall, 3231 Main St, Oakley, CA 94561.

This amount will be a special assessment lien against the real property and shall be collected in the same manner as ordinary municipal taxes. **The subject property may be sold after three years by the tax collector for unpaid delinquent assessments.**

City of Oakley
Code Enforcement Department

ATTACHMENT 6

March 16-2021

To Oakley City Hall

I yolanda Crocker was not at home or present at that time it occurred.when he was spraying the pool filter with water.I had just got home when she was there.I try to talk to the lady but she yelled at me about the occuences.I try to let her no i was not aware of this occurs.So she order me to clean out the gutter move it to street AND I DID. And why am i being charged i was forced to do work without pay.That violates labor law! Also I did not have a letter from Oakley city hall new instruction or ordinance letter.I am not trying to be rude I just think that you should not send someone out to do the work and not inform me The next day at that appointed time. and there was no test result presented to me of the material involved.

sincerely

Yolanda Crocker [redacted]

ATTACHMENT 7

ADMINISTRATIVE APPEAL HEARING

City of Oakley, California

In the Matter of	)	**DECISION**
	)	
Proposed Special Assessment	)	
	)	
Yolanda Crocker	)	

Hearing: This matter was referred to me by the City Clerk's Office. I was prepared to hold an in-person hearing on Ms. Crocker's appeal of the proposed assessment, but was informed by the Clerk's Office that 1) she had not completed a request for an in-person hearing, and 2) that she had been ill and was not sure if she could attend. In light of these factors, I determined that it would be best for all concerned to consider this matter on the record, including the file provided by the Code Enforcement Department, as well as Ms. Crocker's appeal letter.

Disclosure: I am a retired attorney volunteering to hear these appeals and am not paid or compensated by the City.

Decision: The appeal is found without merit and it is recommended that the City Council affirm the assessment.

Reasons: On June 12, 2020 the City received a complaint that the property at 1775 Hemlock Court had re-plastered the pool and a resident was draining blue dye down the storm drain system. Code Enforcement and a city engineer responded and observed Appellant's grandson cleaning a pool filter with a hose into the gutter with a blue substance being washed down the gutter into the storm drain system. The City staff determined to order a Vactor truck to respond to clean out the storm drain, concluding that the material posed a threat to waterways and wildlife and a potentially more expensive cleanup downstream. The total costs incurred by the City were $9,537.24, consisting of $8,943 for "CES cleanup" (which I assume was use of the Vactor truck), $39.65 for Delta Diablo Water District fees, and $557.29 for City staff time. The City proposes to place an assessment on the property tax roll of the subject property for the total amount of the cost, $9,537.24.

As the owner of a pool myself, and living in a neighborhood that has other pools, it has come to my attention that it is not unusual (but nonetheless illegal) for pool owners to clean their filters by hosing them off at the curb. Typically, the only residue is dirt that was washed out of the filter. The presence of a large quantity of blue material would be unusual and may be attributed to the re-plastering project.

Appellant's only ground for the appeal is that she did not know it is illegal to clean the filter as it was being done in this instance. As we all know, ignorance of the law is no excuse and thus does not provide valid grounds for this appeal.

When determining the reasonableness of the proposed assessment amount, one is tempted to inquire whether there was an over-reaction of the City staff with the ordering of the Vactor cleanup. However, a member of the City engineering staff was present and thought this procedure was necessary and prudent. As a lay person, it is not appropriate for me to second-guess the professional opinion rendered by the engineer. It is also true that the City incurred these actual costs. Therefore, I find no grounds on which to reasonably question the amount of assessment proposed, although I have sympathy regarding the amount.

Opportunity for further review:

Pursuant to the Municipal Code, the City Council is to determine whether to confirm this assessment onto the tax roll. The Code also allows the property owner to object up to the time that the matter is considered by the City Council. Therefore, if the Appellant or other person with an equitable interest in the property wishes to object, he/she should contact the City Clerk's Office to determine the date and time that the Council will consider this matter and the manner in which the Council may be addressed if the hearing is done virtually. If the Appellant sends to the City Clerk any additional written argument, such writing shall either be included within the Council agenda packet, or if filed later than the deadline, shall be read to the Council by the City Clerk.

Dated: March 25, 2021

William R. Galstan

WILLIAM R. GALSTAN
Administrative Hearing Officer

ATTACHMENT 8

OAKLEY
CALIFORNIA

NOTICE OF CITY COUNCIL OF THE CITY OF OAKLEY HEARING

FOR SPECIAL ASSESSMENT

NOTICE IS HEREBY GIVEN that the City of Oakley has caused to be removed from a public place (storm drain), certain paint that was being sprayed off filters in the street which traveled to the storm drain, which constituted a public nuisance. An itemized written report showing the costs of such removal is on file in the office of the City Clerk. Reference is hereby made to such report for further particulars. It is the intention of the City Council of the City of Oakley to make the costs of such removal a special assessment against the property on which said nuisance was maintained or from which said nuisance extended, said assessment to be collected at the same time and in the same manner as ordinary municipal taxes. The property to be assessed is described as follows:

1775 HEMLOCK COURT, OAKLEY, CA 94561 (APN 035-552-119)

Any property owner objecting to the proposed special assessment is hereby notified to attend a meeting of the City Council of the City of Oakley to be held Tuesday, June 8, 2021, commencing at 6:30 p.m., where their objections will be heard and given due consideration. City Council meetings are currently being held remotely due to COVID-19. Objections may be made by phone during the Council meeting when the agenda item is called by dialing (669) 900-9128 and using meeting ID # 858 0900 5401 or objections may be submitted in writing, mailed and received by the Office of the City Clerk, 3231 Main Street, Oakley, California 94561, prior to June 8, 2021 at 6:30 p.m.

Please contact the Office of the City Clerk at (925) 625-7013 if any questions.

Dated this 24th day of May, 2021.

Joshua McMurray
Interim City Manager

ATTACHMENT 9

OAKLEY
CALIFORNIA

NOTICE OF CITY COUNCIL OF THE CITY OF OAKLEY HEARING

FOR SPECIAL ASSESSMENT

NOTICE IS HEREBY GIVEN that the City of Oakley has caused to be removed from a public place (storm drain), certain paint that was being sprayed off filters in the street which traveled to the storm drain, which constituted a public nuisance. An itemized written report showing the costs of such removal is on file in the office of the City Clerk. Reference is hereby made to such report for further particulars. It is the intention of the City Council of the City of Oakley to make the costs of such removal a special assessment against the property on which said nuisance was maintained or from which said nuisance extended, said assessment to be collected at the same time and in the same manner as ordinary municipal taxes. The property to be assessed is described as follows:

1775 HEMLOCK COURT, OAKLEY, CA 94561 (APN 035-552-119)

Any property owner objecting to the proposed special assessment is hereby notified to attend a meeting of the City Council of the City of Oakley to be held Tuesday, June 8, 2021, commencing at 6:30 p.m., where their objections will be heard and given due consideration. City Council meetings are currently being held remotely due to COVID-19. Objections may be made by phone during the Council meeting when the agenda item is called by dialing (669) 900-9128 and using meeting ID # 858 0900 5401 or objections may be submitted in writing, mailed and received by the Office of the City Clerk, 3231 Main Street, Oakley, California 94561, prior to June 8, 2021 at 6:30 p.m.

Please contact the Office of the City Clerk at (925) 625-7013 if any questions.

Dated this 24th day of May, 2021.

Libby Vreonis
City Clerk


Jun 12, 2020, 4:45 PM








STOP
AMES

RESOLUTION NO. XX-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY CONFIRMING THE COST FOR ABATEMENT OF A PUBLIC NUISANCE AND DIRECTING SPECIAL ASSESSMENT UPON PROPERTY LOCATED AT 1775 HEMLOCK COURT, OAKLEY, CALIFORNIA (APN 035-552-119)

WHEREAS, the Oakley Municipal Code establishes standards in law to protect the health, safety and welfare of the community; and

WHEREAS, the City's Code Enforcement Department is tasked with addressing violations of the Code, so as to ensure the health, safety and welfare of the community; and

WHEREAS, a public nuisance in violation of the Code was found to exist at property located at 1775 Helmock Court, Oakley, California (APN 035-552-119) and immediate abatement of such nuisance was conducted; and

WHEREAS, the cost incurred by the City to abate the nuisance is in the amount of $9,537.24 and such cost was invoiced to the property owner for reimbursement of payment; and

WHEREAS, such cost remains unreimbursed by the property owner to date; and

WHEREAS, the City seeks to confirm such cost, and if it remains unpaid after July 31, 2021, seeks authorization to collect the amount via direct assessment for collection on the Contra Costa County Fiscal Year 2021-2022 property tax roll.

NOW, THEREFORE, **BE IT RESOLVED** by the City Council of the City of Oakley hereby confirms the cost for abatement of a public nuisance in the amount of $9,537.24 and directs the special assessment of $9,537.24 upon property located at 1775 Hemlock Court, Oakley, California (APN 035-552-119) for collection on the Contra Costa County Fiscal Year 2021-2022 property tax roll.

PASSED, APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

Agenda Date: _____

Agenda Item: _____

STAFF REPORT

Date: August 10, 2021

To: Joshua McMurray, Interim City Manager

From: Libby Vreonis, City Clerk

Approved and Forwarded to City Council:

Joshua McMurray, Interim City Manager

SUBJECT: Appeal of Administrative Citation Hearing Decision Regarding 2140 Megan Dr.

Background and Analysis

This matter involves an appeal to the City Council of an Administrative Citation Hearing Decision. The Administrative Hearing Officer Decision upheld a citation issued to a property owner for a commercial vehicle parked in a residential driveway, a violation of Oakley Municipal Code Section 6.1.204.

On March 21, 2021, Code Enforcement received a complaint regarding a U-Haul like truck parked in the driveway at 2140 Megan Drive. Oakley Municipal Code Section 6.1.204 prohibits parking of commercial vehicles on public or private property in any residential district. In accordance with this prohibition, on March 22, 2021, Code Enforcement issued a Courtesy Notice to the property owner requesting the vehicle be removed within 10 days (Attachment 1) and also extended another 5 days to allow the property owner additional time for removal. On April 15, 2021, Code Enforcement inspected the property and found the vehicle was not removed; therefore, administrative citation AC-21-000156 in the amount of $100 and a Notice of Violation were issued to the property owner (Attachment 2). The property owner paid the citation amount on April 23, 2021, and requested an appeal in writing (Attachment 3). The property owner had not corrected the violation as seen during a re-inspection visit on April 23, 2021 (Attachment 4). The administrative hearing was conducted and the citation was upheld as set forth in the Administrative Citation Hearing Decision (Attachment 5). Re-inspections of the property were performed on April 30, 2021 and June 1, 2021, and it was found during both visits that the vehicle had not been removed; therefore, administrative citation AC-21-000213 in the amount of $200 and a Notice of Violation were issued to the property owner on June 2, 2021 (Attachment 6).

On June 9, 2021, the property owner timely submitted an appeal of the Administrative Citation Hearing Decision regarding administrative citation AC-21-00156 (Attachment 7). On June 26, 2021, Code Enforcement reached out to the property owner to request removal of the vehicle within 5 days and indicated another citation would be issued if not removed as the total amount of time the property owner had to remove the vehicle was approximately 3 months. On July 7, 2021, Code Enforcement re-inspected the property and the vehicle had not been removed; therefore, administration citation AC-21-000281 in the amount of $500 and a Notice of Violation were issued to the property owner (Attachment 8). Upon re-inspection of the property on July 22, 2021, the vehicle had been removed.

On July 28, 2021, a Notice of Hearing was mailed and emailed to the property owner providing the time and place for his appeal of the Administrative Hearing Officer's Decision (Attachment 9). Oakley Municipal Code Section 1.5.212 provides that the City Council may consider any written argument or explanation presented by the property owner. The City Council has discretion to review the matter based on the written record before it or may allow oral argument to be made. The City Council must announce its decision during the meeting (or at a future meeting if the item is continued by the City Council). The City Clerk then sends a notice to the property owner indicating the City Council's decision and providing the time and procedure the property owner has to seek judicial review of the decision.

Fiscal Impact

Administrative citation AC-21-000156 in the amount of $100 was issued and paid. Administrative citations AC-21-000213 in the amount of $200 and AC-21-000281 in the amount of $500 were issued and remain unpaid. The total amount owed is $700.

Recommendation

Staff recommends the City Council hear the property owner's appeal, consider all of the information provided, and either confirm or deny the decision of the Administrative Citation Hearing Decision.

Attachments

1. Courtesy Notice dated March 22, 2021
2. Administrative Citation, Notice of Violation and photo of vehicle dated April 15, 2021
3. Request for Appeal of Administrative Citation received April 23, 2021
4. Photo of vehicle dated April 23, 2021
5. Administrative Citation Hearing Decision dated May 17, 2021
6. Administrative Citation and Notice of Violation dated June 2, 2021 and photos of vehicle dated April 30, 2021 and June 1, 2021
7. Request for Appeal of Administrative Citation Hearing Decision regarding administrative citation AC-21-00156 dated June 9, 2021
8. Administrative Citation, Notice of Violation and photo of vehicle dated July 7, 2021
9. Notice of Hearing dated July 28, 2021

ATTACHMENT 1

OAKLEY
CALIFORNIA

COURTESY NOTICE

WILLIAMS STEPHEN A
2140 MEGAN DR
OAKLEY, CA 94561-3959

Property Address: 2140 MEGAN DR
Parcel Number: 041-120-012
Case Number: CE-21-0238

To WILLIAMS STEPHEN A,

Date: March 22, 2021

The City has received information that the following condition(s) and/or uses may be present on the above referenced property. **Please note, at this time an inspection has not been conducted.**

POTENTIAL VIOLATION AND ACTION REQUIRED

OMC § 6.1.204 - Commercial Vehicle Parking states:

No person shall stand or park a commercial vehicle on public or private property in any residential district.

c. Exemptions. This section does not apply to any commercial vehicle actively making any delivery or pick-up of goods, wares, building materials and merchandise to any dwelling or structure located in a residential district.

Remove commercial vehicle from public/private property in the residential district. This is in reference to the black box truck.

You will be given until March 31, 2021 to correct the possible prohibited condition and/or uses stated above. After the due date, an inspection will be conducted to verify compliance.

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

CONTACT

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question.

OAKLEY
CALIFORNIA

ATTACHMENT 2

ADMINISTRATIVE CITATION

Mailing Date: April 15, 2021
Time of Citation: 1:39 PM
WILLIAMS STEPHEN A
2140 MEGAN DR
OAKLEY, CA 94561-3959

Citation No:	AC-21-000156
Responsible Party:	WILLIAMS STEPHEN A
Property Address:	2140 MEGAN DR
Parcel Number:	041-120-012
Case Number:	CE-21-0238

To WILLIAMS STEPHEN A,

Date: April 15, 2021

A Notice of Violation for the above property was issued on granting a time frame to correct the violation. That time frame has now expired and the property is still not in compliance so an Administrative Citation is being issued. **Payment of this Citation does not relieve the burden of correcting the remaining violation(s). This account will be referred to a Third Party Collection Agency upon becoming past due.**

ADMINISTRATIVE CITATION

OMC § 6.1.204 - Commercial Vehicle Parking states:
No person shall stand or park a commercial vehicle on public or private property in any residential district.

c. Exemptions. This section does not apply to any commercial vehicle actively making any delivery or pick-up of goods, wares, building materials and merchandise to any dwelling or structure located in a residential district.

The following corrective action was <u>not</u> completed upon re-inspection:
Remove commercial vehicle from public/private property in the residential district. This is in reference to the black box truck.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $100.00 AND ANOTHER CITATION OF $200.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

CITATION FINE IS NOW DUE AND PAYABLE		
☑ **1st Citation**	☐ 2nd Citation	☐ 3rd Citation
$100.00	$200.00	$500.00

Pursuant to Section 1.5.203(d) and 1.5.204 (c) of the Oakley Municipal Code (OMC), each day the violation continues is a separate and distinct offense and subject to additional citations. Fines per each count of the OMC Section violated are as follows: Fines are $100 for the first citation per violation, $200 for the second citation per violation and $500 for any subsequent citation violation. Notwithstanding the above, violations of local building and safety codes are punishable by fines of $500 for a second Citation and $1,000 for subsequent Citations.

RIGHTS OF APPEAL

You have the right to contest this Administrative Citation at a public hearing before an **Administrative Hearing Officer**. To request a hearing, you must pay an advance deposit in the full amount of the fine and submit that amount with the written appeal either by mail to the City Clerk, 3231 Main St, Oakley, CA 94561, or in person to the City Clerk's office at City Hall, **within ten (10) working days from the date of the**

Administrative Citation.

A properly filed appeal will result in written notification of the date and time set for your hearing. Failure to appear at your hearing will constitute a failure to exhaust your administrative remedies. Any person who requests an appeal of an administrative citation and is unable to make the advance deposit of the fine required, may file a **Waiver of Fine Deposit Application**. Applications may be obtained from the City Clerk's Office at the above address and must be submitted with the appeal request.

RIGHT TO JUDICIAL REVIEW: Any person aggrieved by a decision of the Administrative Hearing Officer on an Administrative Citation may obtain review of the decision by filing a petition for review with the Superior Court in Contra Costa County in accordance with the timelines and provisions set forth in the California Government Code Section 530693.4

How to Pay

Payment should be made to: City of Oakley 3231 Main St Oakley, CA 94561.

- The total fine amount is **$100.00** and must be paid by mail or in person to the City of Oakley by **May 15, 2021**, which is thirty (30) days from the date of this Citation.
- Payment may be made by personal check, cashier's check or money order, VISA or Master Card.
- Please include the citation number **AC-21-000156** on your check or money order.

If the citation is not paid within thirty (30) days or appealed within 10 days from **April 15, 2021**, you may be subject to the imposition of a twenty-five percent (25%) late payment penalty if the Administrative Fine(s) is not paid by the due date, and interest at the rate of 1.5% per month, compounded monthly, will be added to the fine amount.

Failure to Pay

The City will collect any unpaid Administrative Citation fines or late payment charges by use of all available legal means, including but not limited to those means available for the collection of judgments, special assessment liens on real property and all actions for recovery of money. The city has the authority to collect all costs and attorney fees associated with the filing of such actions.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

OAKLEY
CALIFORNIA

Credit Card Authorization

Property Address: _____

OAKLEY

CALIFORNIA

NOTICE OF VIOLATION

WILLIAMS STEPHEN A
2140 MEGAN DR
OAKLEY, CA 94561-3959

Property Address: 2140 MEGAN DR
Parcel Number: 041-120-012
Case Number: CE-21-0238

To WILLIAMS STEPHEN A,

Date: April 15, 2021

An inspection was conducted on April 15, 2021 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 6.1.204 - Commercial Vehicle Parking states:

No person shall stand or park a commercial vehicle on public or private property in any residential district.

c. Exemptions. This section does not apply to any commercial vehicle actively making any delivery or pick-up of goods, wares, building materials and merchandise to any dwelling or structure located in a residential district.

Remove commercial vehicle from public/private property in the residential district. This is in reference to the black box truck.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $100.00 AND ANOTHER CITATION OF $200.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

• Compliance Date: April 25, 2021

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

CONTACT

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

Photo Attachments



IMG_6898.JPG


GMC
2140 Megan
Apr 15, 2021, 10:27 AM

ATTACHMENT 3

(received stamp below)

OAKLEY

CALIFORNIA

REQUEST FOR APPEAL OF ADMINISTRATIVE CITATION

Return this form to: **City of Oakley**
Office of the City Clerk
3231 Main Street
Oakley, CA 94561

Appellant/Citee Information

Appellant/Citee Name(s): Stephen A. Williams

Mailing Address: 2140 Megan Drive

City: Oakley State: CA Zip Code: 94561

Phone: [redacted] Fax: ( ) - -

E-mail: [redacted]

Citation Information

Citation Number: AC-21-000156 Date of Citation: 4/15/2021

Amount of Citation: $100.00 Paid 4/23/21

I request an appeal of administrative citation for the following reason (check at least one box):

- [x] I deny that a violation has occurred.
- [ ] I deny that the citation was not corrected within the correction period.
- [ ] I deny that I am a responsible person (as set forth in Title 1, Article 2, Chapter 5, Section 1.5.202.i. of the Oakley Municipal Code) for the violation.

Please explain the basis for your appeal. You may attach as many additional sheets as necessary. Please See Attached

I hereby req[redacted] Officer on this citation:

Signature: [redacted] **Date:** 4/23, 2021

(FOR CITY OF OAKLEY USE ONLY)

Cashier Reference
Receipt Acct. #:
Admin. Citation Acct. #:

Received by: _____

Received via: Mail / Person / Other _____

Payment: Advance Deposit / Hardship Waiver

Routing: Code Enforcement / City Clerk / City Attorney / Finance

To whom it may concern,
please let this document serve as both a "request for hearing" and a "notice of appeal" for,
citation # AC-21-000156
issued 4/15/21

Oakley municipal code 6.1.204 parking of commercial vehicles.
@ 2140 Megan Dr, Oakley 94561
Parcel # 041-120-012
Case # CE-21-0238

The very last line under section (c) "exemptions" in code 6.1.204 states that a moving van used for the purpose of moving is "not" considered a commercial vehicle.

I am in the process of moving and have to be out by August 1st. I am moving so I can be closer to a family member with health issues. I am making this move with no help from friends or family. I have an irregular work schedule that rotates, so I need to have access to this vehicle at any moment that I am not scheduled to work for the purpose of loading for this move.

Thank you in advance for your help.

Stephen Williams
[redacted]

ATTACHMENT 4



ATTACHMENT 5

ADMINISTRATIVE CITATION HEARING

Oakley, California

In the matter of

STEPHEN WILLIAMS **DECISION**

Citation #21-000156

Hearing: The parties stipulated that this matter could be considered on the record; Therefore I considered Appellant's appeal letter and a file submitted by the Code Enforcement Department.

Violation: OMC Sec. 6.1.204, parking a commercial vehicle on a residential property.

Decision: The citation is UPHELD and the appeal is DENIED. The City shall retain as a fine the $100.00 deposit posted for this appeal.

Disclosure: I am a retired attorney volunteering to hear these appeals and am not paid or compensated by the City.

Reasons: Appellant states that he is in the process of moving and must vacate the residence by August 1. Since he works irregular schedules and is doing the moving himself, he must load the truck from time to time as he has the opportunity. The vehicle in question is a black UPS-type vehicle. The citation was issued on April 15 after Code Enforcement received a complaint on March 21. Appellant told Code Enforcement that the vehicle is not used for commercial purposes and is used by himself for making trips to stores like Home Depot or to the recycling center. Appellant claims an exemption under subdivision (c) of the ordinance, allowing the parking of a commercial vehicle when in the process of moving.

None of the defenses provided by Appellant are applicable. First, he argues that the vehicle is not a "commercial vehicle" because he does not use it for commercial purposes but for his own personal purposes. This argument is not sound because what is prohibited is the size of the vehicle, not whether it is used for commercial or private use, see the definition provided in subdivision (a) of the ordinance section.

Secondly, the exemption of a vehicle used for moving does not apply in this case. This is because Appellant admitted to Code Enforcement that he uses the vehicle for personal errands other than moving, and also because of the time period involved. His argument might have some weight if we were talking about a week or two that he needed to load the truck as time allows. Since the truck has been parked at the residence since at least March 21, and could be

there until August 1, this is much more time than is contemplated by the ordinance. Most moves occur within a day or two and it is not reasonable to expect that the ordinance intended for the exemption to apply to such an extended period of time.

Deadline for Compliance: As Appellant has posted the deposit for this appeal, he has complied with the requirement to pay on this citation. Appellant shall cease parking the vehicle in a residential district following the deadline for seeking review by the City Council as set out herein.

Deadline for Further Appeal: If Appellant desires to appeal THIS decision, he must file a written appeal with the City Clerk not later than 5:00 p.m. on June 9, 2021.

Dated: May 17, 2021

William R. Galstan

WILLIAM R. GALSTAN
Administrative Hearing Officer

ATTACHMENT 6

OAKLEY
CALIFORNIA

ADMINISTRATIVE CITATION

Mailing Date: June 2, 2021
Time of Citation: 4:31 PM
WILLIAMS STEPHEN A
2140 MEGAN DR
OAKLEY, CA 94561-3959

Citation No:	AC-21-000213
Responsible Party:	WILLIAMS STEPHEN A
Property Address:	2140 MEGAN DR
Parcel Number:	041-120-012
Case Number:	CE-21-0238

To WILLIAMS STEPHEN A,

Date: June 2, 2021

A Notice of Violation for the above property was issued on April 15, 2021 granting a time frame to correct the violation. That time frame has now expired and the property is still not in compliance so an Administrative Citation is being issued. **Payment of this Citation does not relieve the burden of correcting the remaining violation(s). This account will be referred to a Third Party Collection Agency upon becoming past due.**

ADMINISTRATIVE CITATION

OMC § 6.1.204 - Commercial Vehicle Parking states:
No person shall stand or park a commercial vehicle on public or private property in any residential district.

c. Exemptions. This section does not apply to any commercial vehicle actively making any delivery or pick-up of goods, wares, building materials and merchandise to any dwelling or structure located in a residential district.

The following corrective action was <u>not</u> completed upon re-inspection:
Remove commercial vehicle from public/private property in the residential district. This is in reference to the black box truck.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $200.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

RE-INSPECTION FEES WILL APPLY. OWNER WILL BE INVOICED FOR CITY STAFF TIME.

CITATION FINE IS NOW DUE AND PAYABLE		
☐ 1st Citation	☑ **2nd Citation**	☐ 3rd Citation
$100.00	**$200.00**	$500.00

Pursuant to Section 1.5.203(d) and 1.5.204 (c) of the Oakley Municipal Code (OMC), each day the violation continues is a separate and distinct offense and subject to additional citations. Fines per each count of the OMC Section violated are as follows: Fines are $100 for the first citation per violation, $200 for the second citation per violation and $500 for any subsequent citation violation. Notwithstanding the above, violations of local building and safety codes are punishable by fines of $500 for a second Citation and $1,000 for subsequent Citations.

RIGHTS OF APPEAL

You have the right to contest this Administrative Citation at a public hearing before an **Administrative Hearing Officer**. To request a hearing, you must pay an advance deposit in the full amount of the fine and submit that amount with the written appeal either by mail to the City Clerk, 3231 Main St, Oakley, CA 94561, or in person to the City Clerk's office at City Hall, **within ten (10) working days from the date of the Administrative Citation**.

A properly filed appeal will result in written notification of the date and time set for your hearing. Failure to appear at your hearing will constitute a failure to exhaust your administrative remedies. Any person who requests an appeal of an administrative citation and is unable to make the advance deposit of the fine required, may file a **Waiver of Fine Deposit Application**. Applications may be obtained from the City Clerk's Office at the above address and must be submitted with the appeal request.

RIGHT TO JUDICIAL REVIEW: Any person aggrieved by a decision of the Administrative Hearing Officer on an Administrative Citation may obtain review of the decision by filing a petition for review with the Superior Court in Contra Costa County in accordance with the timelines and provisions set forth in the California Government Code Section 530693.4

How to Pay

Payment should be made to: City of Oakley 3231 Main St Oakley, CA 94561.

- The total fine amount is **$200.00** and must be paid by mail or in person to the City of Oakley by **July 2, 2021**, which is thirty (30) days from the date of this Citation.
- Payment may be made by personal check, cashier's check or money order, VISA or Master Card.
- Please include the citation number **AC-21-000213** on your check or money order.

If the citation is not paid within thirty (30) days or appealed within 10 days from **June 2, 2021**, you may be subject to the imposition of a twenty-five percent (25%) late payment penalty if the Administrative Fine(s) is not paid by the due date, and interest at the rate of 1.5% per month, compounded monthly, will be added to the fine amount.

Failure to Pay

The City will collect any unpaid Administrative Citation fines or late payment charges by use of all available legal means, including but not limited to those means available for the collection of judgments, special assessment liens on real property and all actions for recovery of money. The city has the authority to collect all costs and attorney fees associated with the filing of such actions.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

WILLIAMS STEPHEN A
2140 MEGAN DR
OAKLEY, CA 94561-3959

Property Address: 2140 MEGAN DR
Parcel Number: 041-120-012
Case Number: CE-21-0238

To WILLIAMS STEPHEN A,

Date: June 2, 2021

An inspection was conducted on June 1, 2021 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 6.1.204 - Commercial Vehicle Parking states:

No person shall stand or park a commercial vehicle on public or private property in any residential district.

c. Exemptions. This section does not apply to any commercial vehicle actively making any delivery or pick-up of goods, wares, building materials and merchandise to any dwelling or structure located in a residential district.

Remove commercial vehicle from public/private property in the residential district. This is in reference to the black box truck.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $200.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

RE-INSPECTION FEES WILL APPLY. OWNER WILL BE INVOICED FOR CITY STAFF TIME.

• Compliance Date: June 12, 2021

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

CONTACT

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).


GMC
210 zMegan
Apr 30, 2021, 9:52 AM

2140 Megan
Jun 1, 2021, 2:40 PM

ATTACHMENT 7

June 9th 2021

To whom it may concern,
Please let this document serve as an official "further notice of appeal" of the decision of the "administrative citation hearing" to uphold the citation and denial of my prior appeal.

citation # AC-21-000156
issued 4/15/21

Oakley municipal code 6.1.204 parking of commercial vehicles.

@ 2140 Megan Dr, Oakley 94561
Parcel # 041-120-012
Case # CE-21-0238

Due to the denial of appeal, I have been forced to reconfigure my vehicle, also forcing me to go to the California Department of Motor Vehicles and re-register my "commercial van" as a non-commercial "camper van", commonly known as an RV, or Recreational Vehicle.

According to the California Department of Motor Vehicles, It will take between 6 to 8 weeks for them to complete the paperwork. I will then be issued a new California Title and registration confirming that the commercial vehicle status has been removed, and the new Camper Van or Recreational Vehicle status is now active.

Upon receipt of the new California Title, a copy can be submitted to code enforcement for their records.

Thank you in advance for your help.

Stephen Williams



OAKLEY
CALIFORNIA

ATTACHMENT 8

ADMINISTRATIVE CITATION

Mailing Date: July 7, 2021
Time of Citation: 2:50 PM
WILLIAMS STEPHEN A
2140 MEGAN DR
OAKLEY, CA 94561-3959

Citation No:	AC-21-000281
Responsible Party:	WILLIAMS STEPHEN A
Property Address:	2140 MEGAN DR
Parcel Number:	041-120-012
Case Number:	CE-21-0238

To WILLIAMS STEPHEN A,

Date: July 7, 2021

A Notice of Violation for the above property was issued on June 2, 2021 granting a time frame to correct the violation. That time frame has now expired and the property is still not in compliance so an Administrative Citation is being issued. **Payment of this Citation does not relieve the burden of correcting the remaining violation(s). This account will be referred to a Third Party Collection Agency upon becoming past due.**

ADMINISTRATIVE CITATION

OMC § 6.1.204 - Commercial Vehicle Parking states:
No person shall stand or park a commercial vehicle on public or private property in any residential district.

c. Exemptions. This section does not apply to any commercial vehicle actively making any delivery or pick-up of goods, wares, building materials and merchandise to any dwelling or structure located in a residential district.

The following corrective action was <u>not</u> completed upon re-inspection:
Remove commercial vehicle from public/private property in the residential district. This is in reference to the black box truck.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $500.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

RE-INSPECTION FEES WILL APPLY. OWNER WILL BE INVOICED FOR CITY STAFF TIME.

CITATION FINE IS NOW DUE AND PAYABLE		
☐ 1st Citation	☐ 2nd Citation	☑ **3rd Citation**
$100.00	$200.00	**$500.00**

Pursuant to Section 1.5.203(d) and 1.5.204 (c) of the Oakley Municipal Code (OMC), each day the violation continues is a separate and distinct offense and subject to additional citations. Fines per each count of the OMC Section violated are as follows: Fines are $100 for the first citation per violation, $200 for the second citation per violation and $500 for any subsequent citation violation. Notwithstanding the above, violations of local building and safety codes are punishable by fines of $500 for a second Citation and $1,000 for subsequent Citations.

RIGHTS OF APPEAL

You have the right to contest this Administrative Citation at a public hearing before an **Administrative Hearing Officer**. To request a hearing, you must pay an advance deposit in the full amount of the fine and

submit that amount with the written appeal either by mail to the City Clerk, 3231 Main St, Oakley, CA 94561, or in person to the City Clerk's office at City Hall, **within ten (10) working days from the date of the Administrative Citation**.

A properly filed appeal will result in written notification of the date and time set for your hearing. Failure to appear at your hearing will constitute a failure to exhaust your administrative remedies. Any person who requests an appeal of an administrative citation and is unable to make the advance deposit of the fine required, may file a **Waiver of Fine Deposit Application**. Applications may be obtained from the City Clerk's Office at the above address and must be submitted with the appeal request.

RIGHT TO JUDICIAL REVIEW: Any person aggrieved by a decision of the Administrative Hearing Officer on an Administrative Citation may obtain review of the decision by filing a petition for review with the Superior Court in Contra Costa County in accordance with the timelines and provisions set forth in the California Government Code Section 530693.4

How to Pay

Payment should be made to: City of Oakley 3231 Main St Oakley, CA 94561.

- The total fine amount is **$500.00** and must be paid by mail or in person to the City of Oakley by **August 6, 2021**, which is thirty (30) days from the date of this Citation.
- Payment may be made by personal check, cashier's check or money order, VISA or Master Card.
- Please include the citation number **AC-21-000281** on your check or money order.

If the citation is not paid within thirty (30) days or appealed within 10 days from **July 7, 2021**, you may be subject to the imposition of a twenty-five percent (25%) late payment penalty if the Administrative Fine(s) is not paid by the due date, and interest at the rate of 1.5% per month, compounded monthly, will be added to the fine amount.

Failure to Pay

The City will collect any unpaid Administrative Citation fines or late payment charges by use of all available legal means, including but not limited to those means available for the collection of judgments, special assessment liens on real property and all actions for recovery of money. The city has the authority to collect all costs and attorney fees associated with the filing of such actions.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

WILLIAMS STEPHEN A
2140 MEGAN DR
OAKLEY, CA 94561-3959

Property Address: 2140 MEGAN DR
Parcel Number: 041-120-012
Case Number: CE-21-0238

To WILLIAMS STEPHEN A,

Date: July 7, 2021

An inspection was conducted on July 7, 2021 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 6.1.204 - Commercial Vehicle Parking states:

No person shall stand or park a commercial vehicle on public or private property in any residential district.

c. Exemptions. This section does not apply to any commercial vehicle actively making any delivery or pick-up of goods, wares, building materials and merchandise to any dwelling or structure located in a residential district.

Remove commercial vehicle from public/private property in the residential district. This is in reference to the black box truck.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $500.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

RE-INSPECTION FEES WILL APPLY. OWNER WILL BE INVOICED FOR CITY STAFF TIME.

• **Compliance Date: July 17, 2021**

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

CONTACT

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

Photo Attachments



IMG_7967.JPG



2140 Megan
Jul 7, 2021, 1:09 PM

ATTACHMENT 9

OAKLEY
CALIFORNIA

July 28, 2021

Stephen Williams
2140 Megan Drive
Oakley, CA 94561

NOTICE OF HEARING

Re: Appeal of Administrative Hearing Officer's Decision
Administrative Citation # AC-21-000156 issued by the City of Oakley 4/15/21
2140 Megan Drive (APN 041-120-012), Oakley, California 94561

Mr. Williams,

In response to your letter dated June 9, 2021, regarding an appeal of the Administrative Hearing Officer's Decision, you are hereby notified that an appeal hearing will be held on Tuesday, August 10, 2021, beginning at 6:30 p.m. or soon thereafter before the Oakley City Council during the regular City Council Meeting located in the Oakley City Council Chambers located at 3231 Main Street, Oakley, CA 94561. Please confirm your attendance upon receipt of this Notice by contacting the undersigned at (925) 625-7013 or vreonis@ci.oakley.ca.us.

Libby Vreonis, City Clerk
City of Oakley

Cc: Joshua McMurray, Interim City Manager
Beth Baldwin, Code Enforcement Officer II

OAKLEY
CALIFORNIA

Agenda Date: _____

Agenda Item: _____

STAFF REPORT

Date: August 10, 2021

To: Joshua McMurray, Interim City Manager

From: Libby Vreonis, City Clerk

Approved and Forwarded to City Council:

Joshua McMurray, Interim City Manager

SUBJECT: Designation of Voting Delegate and Up to Two Alternate Voting Delegates for the Cal Cities Annual Business Meeting to be held September 24, 2021

Background and Analysis

The Cal Cities 2021 Annual Conference & Expo will be held September 22-24. An important part of the Annual Conference is the Annual Business Meeting scheduled Friday, September 24. During this meeting, Cal Cities membership considers and takes action on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, the Oakley City Council must designate a voting delegate and may designate up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

The designated voting delegate and alternate voting delegate(s) must be registered to attend the conference on Friday, September 24, the date voting will occur. Cal Cities voting procedures are attached.

Historically, if the Mayor (or Vice Mayor) has attended the Annual Business Meeting, he or she was designated the voting delegate and another Councilmember served as alternate. If only three members of the Council are attending this conference, including the Mayor, an option could be to have the Mayor designated as voting delegate and the two other Councilmembers designated as alternates.

Fiscal Impact

There is no fiscal impact.

Recommendation

Adopt a resolution designating a voting delegate and up to two alternate voting delegates for the Cal Cities Annual Business Meeting to be held September 24, 2021.

Attachments

(1) Resolution
(2) Cal Cities Annual Conference Voting Procedures

RESOLUTION NO. XX-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TO DESIGNATE XX AS VOTING DELEGATE AND XX AS ALTERNATE VOTING DELEGATE(S) FOR THE CAL CITIES ANNUAL BUSINESS MEETING TO BE HELD SEPTEMBER 24, 2021

BE IT RESOLVED by the City Council of the City of Oakley that XX is hereby designated as the voting delegate and XX is/are hereby designated as the alternate voting delegate(s) for the Cal Cities Annual Business Meeting to be held September 24, 2021.

PASSED, APPROVED AND ADOPTED this 10th day of August, 2021 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Sue Higgins, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

STAFF REPORT

DATE: August 10, 2021

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

FROM: Kenneth W. Strelo, Principal Planner

SUBJECT: **Cedarwood Preliminary General Plan Amendment (PA 03-21) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 14.14-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH")**

Summary

This is a work session on a request by Michael Ghiorso of Discovery Builders, Inc. ("Applicant") to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 14.14-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH") for the purposes of applying for a Vesting Tentative Map to subdivide the site into 73 homes ranging between 2,380 square feet ("sf.") to 3,415 sf. of livable space. The project site is located at 4192 Live Oak Avenue and 2300 Knox Lane, and is zoned R-12 (Single-Family Residential) District. APN's: 041-030-032, and -033, and -041.

Staff Recommendation

This is an advisory hearing only. There is no process to approve a project as a result of this work session. The City Council may act in an advisory role to the applicant on whether there is interest in considering an application for the requested project. If the Council shows favorable interest in the preliminary application, it may advise the applicant to submit, and direct Staff to process, a General Plan Amendment application. Directing staff to process a General Plan Amendment application would not guarantee Staff support or City Council approval of the project.

Background and Project Description

Preliminary General Plan Amendment Process

The process of amending the City of Oakley 2020 General Plan ("General Plan") is subject to California Government Code ("GC") Sections 65350 – 65362, which apply to the preparation, adoption and amending of general plans and general plan elements. GC Section 65351 is written as follows:

> "During the preparation or amendment of the general plan, the [City] shall provide opportunities for the involvement of citizens, California Native American Indian tribes, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the planning agency deems appropriate."

The application process for a General Plan Land Use Amendment can come with significant costs when factoring in Staff time involved in preparing documents, conducting analysis, holding non-public and public meetings, hiring consultants for technical and environmental studies and documents, and consulting with outside agencies. Since a General Plan Land Use Amendment is a legislative and discretionary action that sets the tone for all other land use decisions on a property, Staff encourages potential applicants to first file a Preliminary General Plan Amendment, or "PGPA".

The purpose of the PGPA is to allow Staff to provide a brief description of the proposed amendment, and provide a concept of the project, as submitted by the Applicant. The Applicant is provided a chance to present the request and further describe the project and provide insight behind the request. Requiring a conceptual design, helps to prevent requests for land use amendments for the sole purpose of increasing allowable density and therefore property value. Conceptual plans for this work session include a master plotting plan with 61 lots at a minimum width of 50 feet, and a master plotting plan of 59 lots with a minimum lot width of 60 feet.

Land Use Designation (Existing and Proposed)

- Existing: *Single Family Residential, Low Density ("SL")* - The purpose of the "SL" designation is to accommodate traditional single-family residential development, which maintains the low density typical of a large-lot suburban development.

- Proposed: *Single Family Residential, High Density ("SH")* - The purpose of the "SH" designation is to provide for moderately dense single-family residential development that is consistent with suburban uses. This designation will allow for a higher density suburban neighborhood with smaller lots that are commonly seen in traditional urban and suburban neighborhoods within Oakley.

Existing Entitlements

The project site is associated with an approved Vesting Tentative Map by the name of "Cedarwood Subdivision 9088." Cedarwood Subdivision 9088 was originally approved by the Oakley City Council on January 12, 2010 through adoption of Resolution No. 09-10. Since adoption, the map has undergone three discretionary extensions in addition to state approved extensions, resulting in a current expiration date of January 12, 2023. The approved map consists of approximately 14.95 acres

subdivided into 34 single-family residential lots consistent with the R-12 District zoning, meaning all lots are a minimum 12,000 sf. in size.

Site Conditions and Surrounding Land Uses

Figure 1. Aerial View of Site and Surrounding Areas



The project site has three separate residential parcels ranging in size between just over 4.6 acres and just under 5.2 acres. Figure 1 (left) shows an aerial view the site from Google Earth. The two parcels north of Knox Lane have existing homes, while the one parcel south of Knox Lane is vacant. Four one-acre parcels and one half-acre parcel lies alongside the south side of Knox Lane. These are zoned both R-15 and AL District. The land to the north and east is zoned P-1 (Planned Unit Development) District. To the north are 18 single family residential parcels that back up to the northern border of the project site. These range in size between approximately 6,800 sf. to just under 10,000 sf. 12 are between 7,000 and 8,000 sf., and the remaining size are split, 3 and 3, below 7,000 sf. and above 8,000 sf. Similarly sized parcels also lie to the east of the project site across Michelle Lane. Residential parcels to the west across Live Oak Avenue are around 15,000 sf. and zoned R-15 District. All residential properties directly north and east of the project site are designated SH, and all residential properties directly south and west are designated SL, consistent with the project site.

Conceptual Plans

The applicant submitted conceptual plans helps to visualize how a project under the proposed designation may look. For this PGPA, the applicant has submitted two conceptual plans. The first plan shows 59 homes on lots with a minimum 60-foot width. The density of this plan is 4.17 dwelling units per gross acre. The second plan shows 61 homes on lots with a minimum 50-foot width. The density of the second plan is 4.32 dwelling units per gross acre. The first plan envisions 8 single-story homes, and the second plan envisions all two-story homes. Although these plans have been engineered to a certain degree, it is important to note that they are preliminary and lack the same amount of information as a tentative map and development plan would include, such as lot dimensions, right of way widths, street

tree plans, etc. They should be used for illustrative purposes only and to get a sense of what a project under the proposed designation may look like.

Analysis

Land Use and Potential Zoning

Requests for amendments to the underlying General Plan land use designation on a property should not be considered in a vacuum, or without consideration of not only surrounding uses or property, but their respective land use designations. These three parcels are currently part of an approved vesting tentative map (Subdivision 9088) that results in approximately 14.95 acres subdivided into 34 single-family residential lots consistent with the SL General Plan Land Use Designation and R-12 District. The gross density (lots per gross acre) is at approximately 2.27 dwelling units per acre, which is within the density range of the SL designation (1.1-2.3 dwelling units per gross acre). If designated SH, the maximum gross density (5.5 dwelling units per gross acre) would allow up to 82 dwelling units.

Making spot amendments, or amendments where a land use designation for a property is inconsistent with surrounding properties, can create other land use conflicts in the areas of density, neighborhood character, and appliance of developments standards. In the case of this site, SH would be consistent with and match the residential properties to the north and east of the site. It would result in the SH designation replacing 15 acres of the SL designation, which could result in further pressure by property owners or developers to request General Plan Amendments to increase density in the future on the remaining SL properties directly to the south. Attachment 4 ("Existing and Conceptual General Plan Land Use Designations Illustration") to this Staff Report illustrates the existing and proposed land use designation with surrounding properties and designations.

As additional development occurs and properties undergo changes to underlying land use designations in order to become more feasible to develop, there is increasing pressure on nearby vacant properties to develop, or in some cases, also request the same or higher density (if available) amendment. Increasing density by way of land use amendments may result in a sprawl pattern of density increases where each new amendment then creates new adjacent parcels that may request an amendment for higher density. It is important to consider how one amendment may affect surrounding properties, or set precedent or examples for other areas of town, which could lead to more requests.

Recommendation

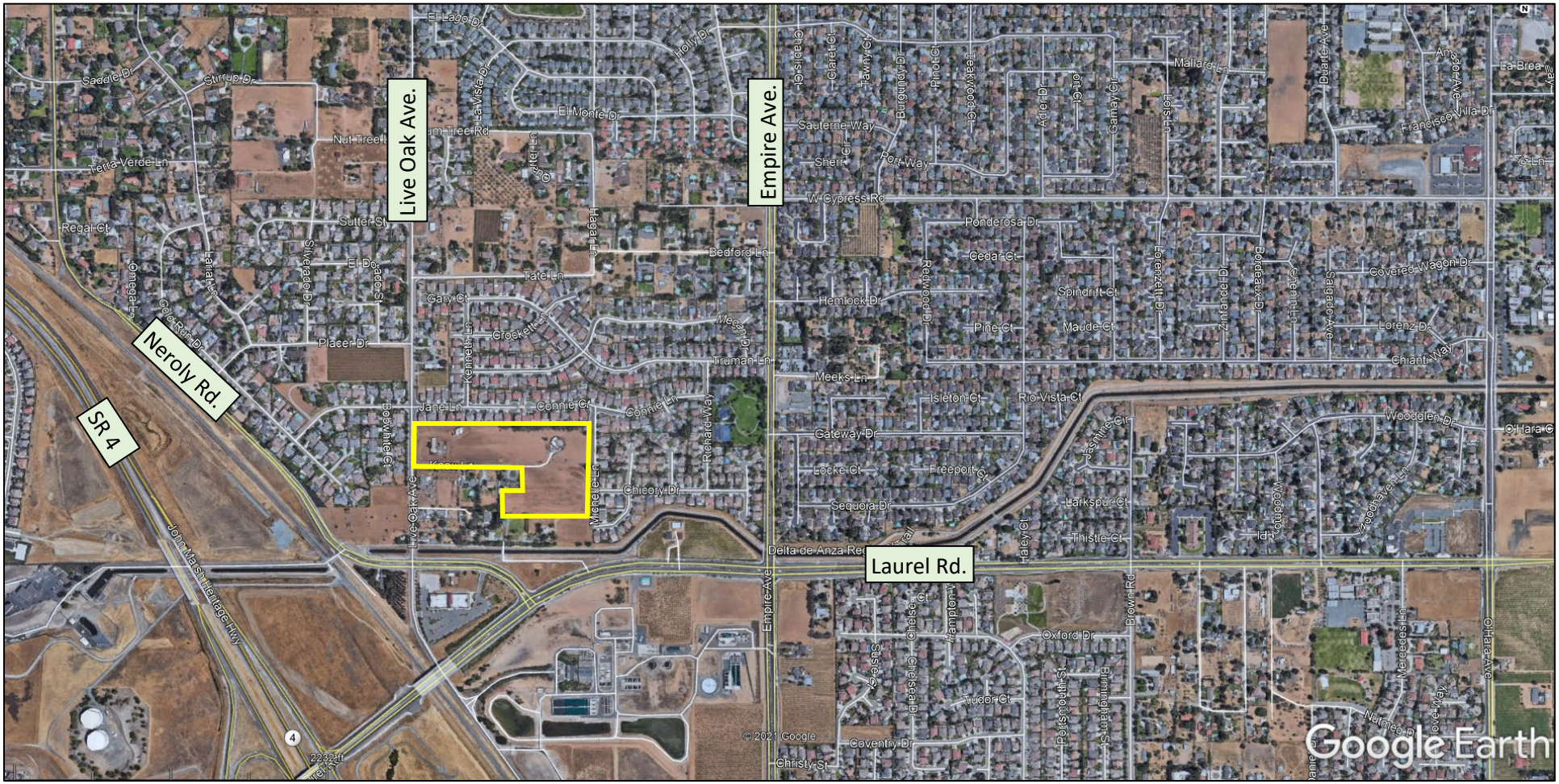
Staff recommends the City Council provide the applicant and staff with feedback regarding the Preliminary General Plan Amendment.

Attachments

1. Vicinity Map
2. Notice of Work Session
3. City of Oakley General Plan Map
4. Existing and Conceptual General Plan Land Use Designations Illustration
5. Approved Tentative Map 9088
6. Applicant's Conceptual Plans

Vicinity Map

Cedarwood Preliminary General Plan Amendment (PA 03-21)
4192 Live Oak Avenue and 2300 Knox Lane (APNs: 041-030-032, -033, and -041)



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

NOTICE OF WORK SESSION

NOTICE IS HEREBY GIVEN that on **August 10, 2021** at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a **Work Session** at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering the item as described below:

Project Name: Cedarwood Preliminary General Plan Amendment (PA 03-21).

Project Location: 4192 Live Oak Avenue and 2300 Knox Lane, Oakley, CA 94561. APN's: 041-030-032, and -033, and -041.

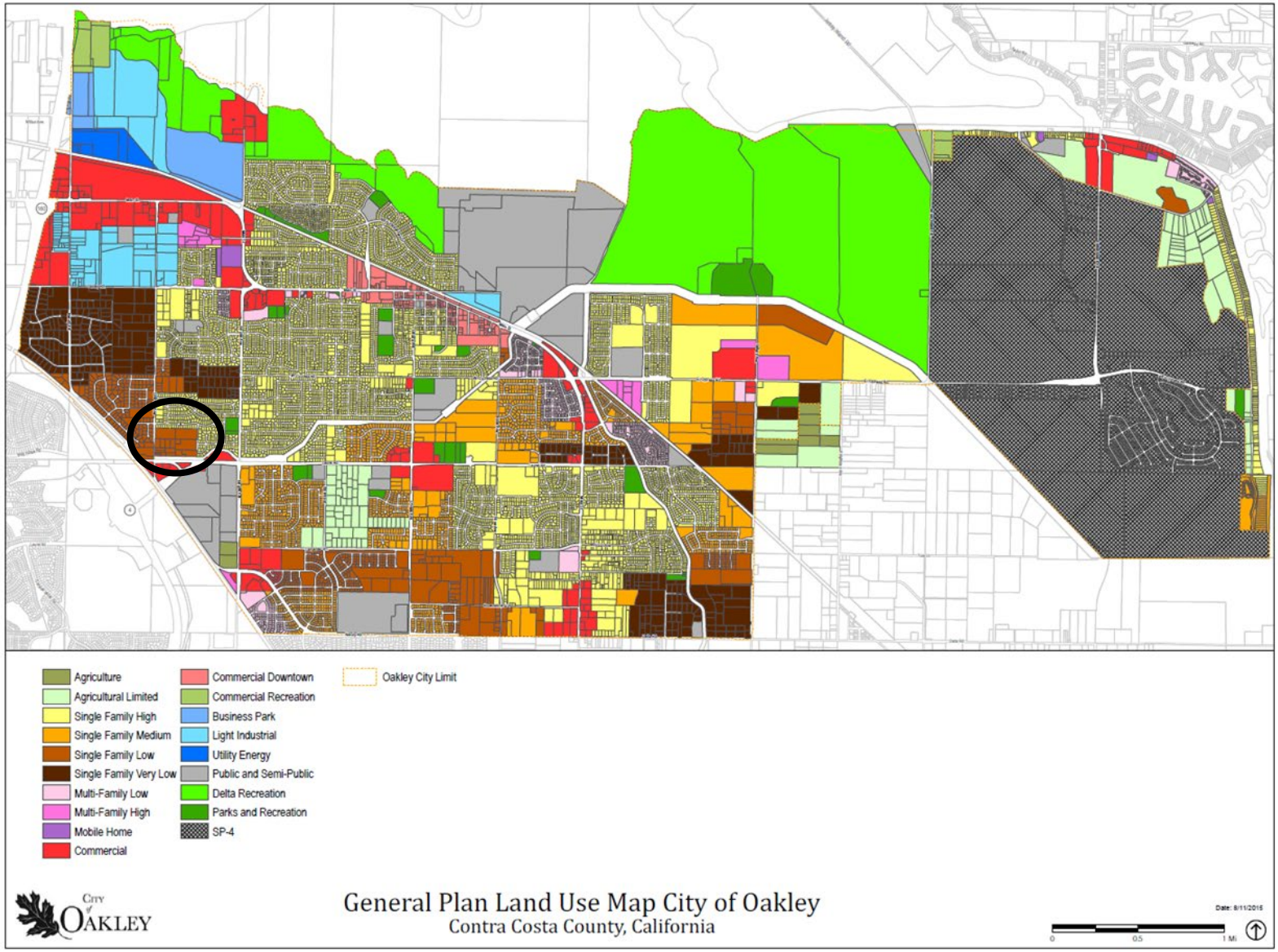
Applicant: Michael Ghiorso, Discovery Builders, Inc., 4021 Port Chicago Highway, Concord, CA 94520. mghiorso@discoverybuilders.com.

Request: This is a work session on a request by Michael Ghiorso of Discovery Builders, Inc. ("Applicant") to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 14.14-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH") for the purposes of applying for a Vesting Tentative Map to subdivide the site into 73 homes ranging between 2,380 square feet ("sf.") to 3,415 sf. of livable space. The project site is located at 4192 Live Oak Avenue and 2300 Knox Lane, and is zoned R-12 (Single-Family Residential) District. APN's: 041-030-032, and -033, and -041. This is an advisory hearing only.

How to Review: The Staff Report and its attachments will be available for public review, on or before August 5, 2021 online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the August 10, 2021 agenda and clicking the project title link. Interested persons are invited to submit written comments prior to 5:00 P.M. the day of the hearing to Ken Strelo, Principal Planner strelo@ci.oakley.ca.us.

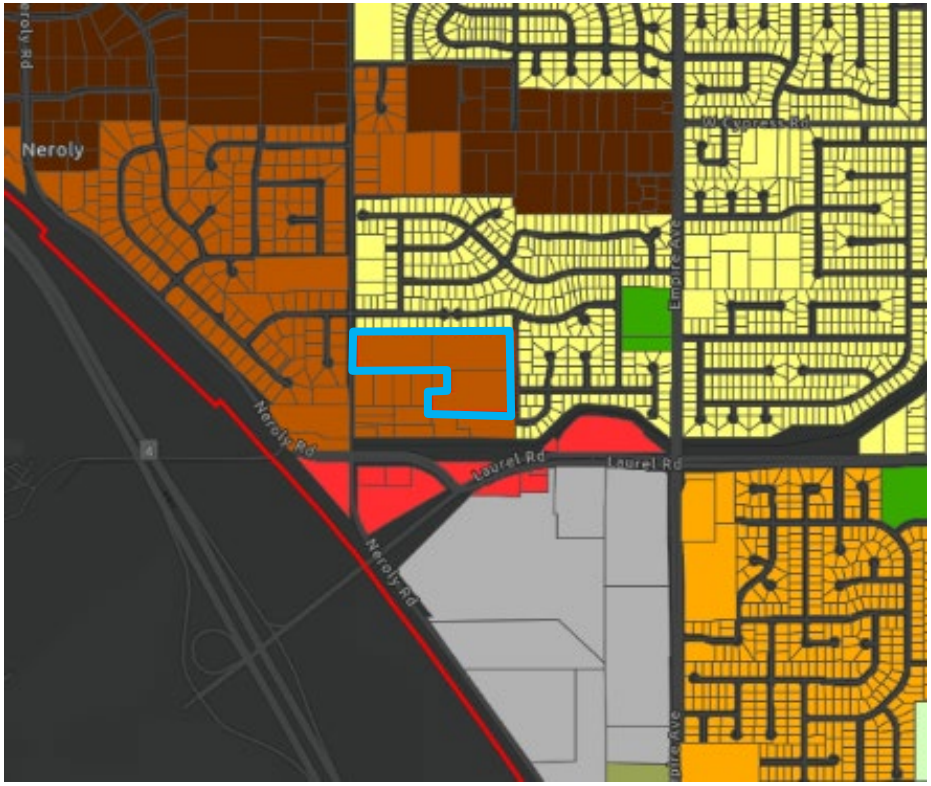
NOTICE IS ALSO GIVEN pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered to the City of Oakley City Clerk at, or prior to, the Public Hearing.

City of Oakley General Plan Map
Cedarwood Preliminary General Plan Amendment (PA 03-21)

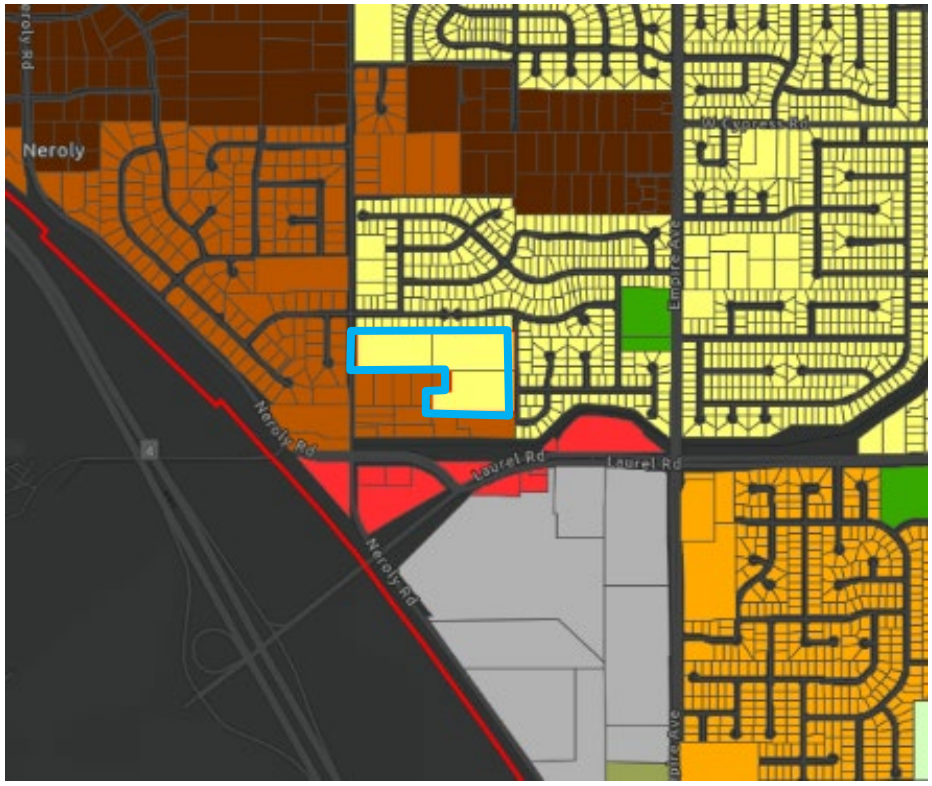


Existing and Conceptual General Plan Land Use Designations Illustration
Cedarwood Preliminary General Plan Amendment (PA 03-21)

Existing General Plan Land Use Designation – Single Family Residential, Medium Density (SL)



Conceptual General Plan Land Use Designation – Single Family Residential, High Density (SH)



(Single Family Residential, High Density (SH) = yellow; Single Family Residential, Medium Density (SM) = light brown; Single Family Residential, Low Density (SL) = medium brown; Single Family Residential, Very Low Density (SV) = dark brown; Parks and Recreation (PR) = green; Commercial (CO) = red)

VESTING TENTATIVE SUBDIVISION MAP

CEDARWOOD ESTATES

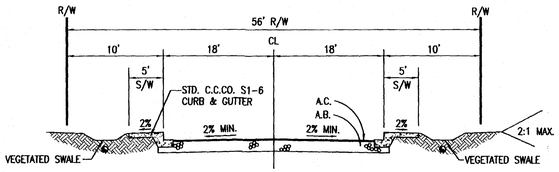
SUBDIVISION 9088

GENERAL NOTES

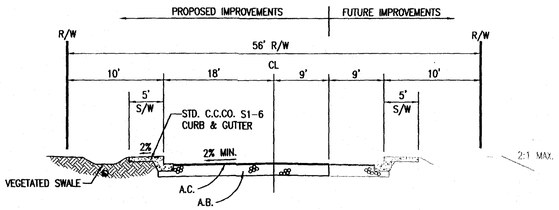
OWNER:	BAYWOOD LAND MANAGEMENT COMPANY 4061 PORT CHICAGO HIGHWAY, SUITE H CONCORD, CA 94520 CONTACT: LOUIS PARSONS (925) 682-6419 FAX: (925) 689-2047
APPLICANT/DEVELOPER:	DISCOVERY BUILDERS, INC. 4061 PORT CHICAGO HIGHWAY, SUITE H CONCORD, CA 94520 CONTACT: LOUIS PARSONS (925) 682-6419 FAX: (925) 689-2047
PLANNING/CIVIL ENGINEER:	KIMLEY-HORN AND ASSOCIATES, INC. 555 - 12TH STREET, SUITE 1230 OAKLAND, CA 94607 CONTACT: FELICIA DEAN, P.E. (510) 625-0712
SOILS ENGINEER:	ENGEO, INC. 2010 CROW CANYON ROAD, SUITE 250 SAN RAMON, CA 94583 (925) 866-9000
UTILITIES & SERVICES:	
STORM DRAIN:	CITY OF OAKLEY
WATER:	DIABLO WATER DISTRICT
SEWER:	IRONHOUSE SANITARY DISTRICT
GAS & ELECTRIC:	PG & E
FIRE:	C.C. CO. FIRE PROTECTION DISTRICT
TELEPHONE:	A.T.&T.
CABLE:	COMCAST
EXISTING ZONING:	R-12
GENERAL PLAN / ZONING:	SINGLE FAMILY LOW R-12
PROPOSED DENSITY:	2.27 DWELLING UNITS PER ACRE
EXISTING USE:	NORTHERN - RESIDENTIAL HOMES (2) SOUTHERN - VACANT
PROPOSED USE:	34 SINGLE FAMILY RESIDENTIAL LOTS
GROSS ACREAGE:	14.95 AC
APN'S:	041-030-032, 041-030-033, 041-030-046
FLOODING:	THERE ARE NO AREAS SUBJECT TO INUNDATION PER FEMA FIRM COMMUNITY-PANEL NO. 0607660355 A
ADJACENT LAND USE:	SINGLE-FAMILY LOW DENSITY AND SINGLE-FAMILY HIGH DENSITY
ADJACENT ZONING:	R-15, P-1 (SFH RESIDENTIAL), AND A-2
LOT SIZE RANGE:	15,000 - 18,400 SF
AVERAGE LOT SIZE:	15,610± SF
MINIMUM LOT SIZE:	15,000 SF

LEGEND

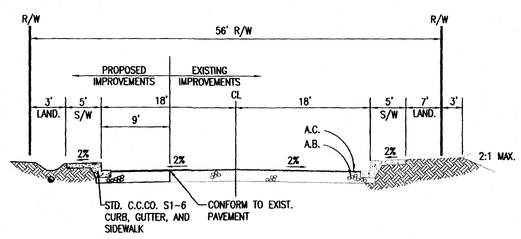
PROPOSED		EXISTING
	SUBDIVISION BOUNDARY	
	RIGHT-OF-WAY	
	PROPERTY LINE	
	EASEMENT	
	STREET CENTER LINE	
	STREET MONUMENT (AS PER CONTRA-COSTA COUNTY STD. DETAIL CC105)	
	SIDEWALK	
8"SS	SANITARY SEWER LINE, MANHOLE,	SS
	CATCH BASIN, STORM DRAIN LINE, FIELD INLET AND STORM DRAIN MANHOLE	
	DIRECTION OF FLOW	
	WATER LINE, TEE	
	ACCESS RAMP FOR SIDEWALK	
4	LOT NUMBER	
	ELECTROLIER	
	MASONRY WALL	
	RETAINING WALL	



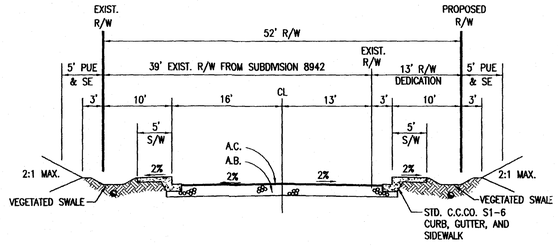
SECTION A - KNOX LANE
(FRONTING LOTS 8 - 12)
NOT TO SCALE



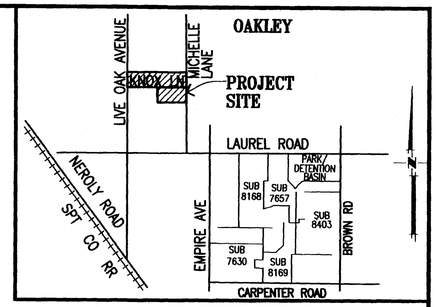
SECTION B - KNOX LANE
(FRONTING LOTS 17 - 23)
NOT TO SCALE



SECTION C - MICHELLE LANE
NOT TO SCALE



SECTION D - CHERRY COURT
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

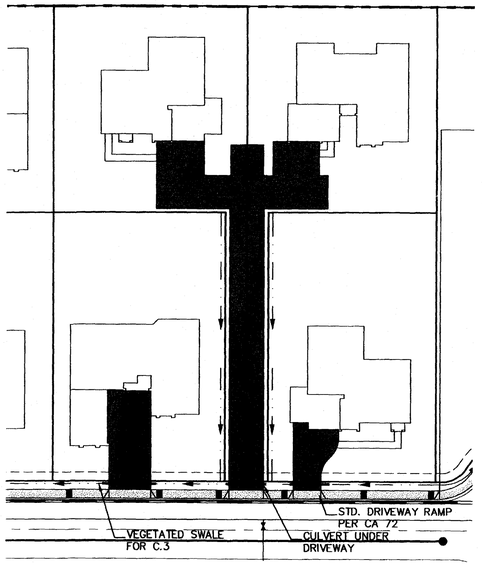
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
CB	CATCH BASIN
CL	CENTER LINE
EXIST.	EXISTING
HP	HIGH POINT
LP	LOW POINT
P	PAD
PL	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SD	STORM DRAIN
SS	SANITARY SEWER
TYP	TYPICAL

LAND USE SUMMARY

LAND USE	NET ACRES	%	TOTAL UNITS
SINGLE FAMILY RESIDENTIAL LOTS	12.25	81.9	34
STREETS (DEDICATED TO THE CITY OF OAKLEY)	2.70	18.1	
NET TOTAL	14.95	100	34

NOTES

PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT, THE OWNER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS ON THE LANDS SHOWN ON THIS MAP.



TYPICAL CONCEPTUAL HOUSE PLOTTING
NOT TO SCALE

APPROVED

JAN 12 2010

COMMUNITY DEVELOPMENT DEPT

RECEIVED
CITY OF OAKLEY
JAN 05 2010
COMMUNITY DEV DEP
PLANNING DIVISION

SHEET INDEX

1	COVER SHEET
2	VESTING TENTATIVE MAP AND DEVELOPMENT PLAN
3	PRELIMINARY GRADING PLAN

Kimley-Horn and Associates, Inc.
555 12th Street, Suite 1230
Oakland, California 94607
Tel. No. (510) 625-0712
Fax No. (510) 625-0714

© 2009

REGISTERED PROFESSIONAL ENGINEER FELICIA C. DEAN No. 43586 12/31/10 STATE OF CALIFORNIA CIVIL

CIVIL ENGINEER	FELICIA C. DEAN
RCE NO.	43586 EXP. 12/31/10
CHECKED BY:	FCD
DESIGNED BY:	SMT
DRAWN BY:	KGT

No.	DATE	BY	REFERENCE

CEDARWOOD ESTATES SUBDIVISION 9088

VESTING TENTATIVE SUBDIVISION MAP

COVER SHEET

OAKLEY CONTRA COSTA CALIFORNIA

SCALE:
HOR. N/A
VERT. N/A
DATE: NOV 2009

SHEET NO.
1 OF 3

Dec 18, 2009 - 8:37am - USER: jeff.osterhout
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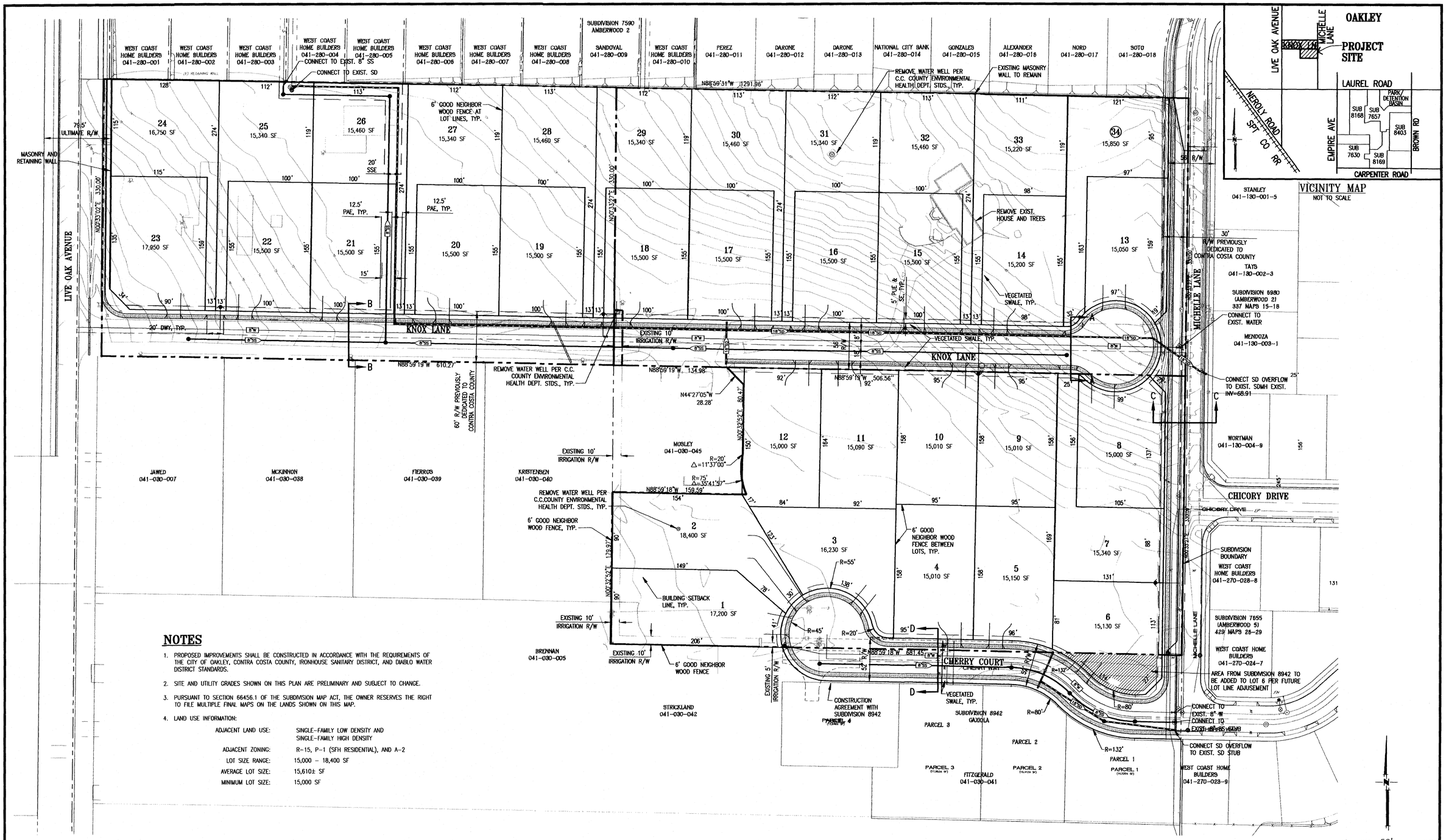

NOTES

1. PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, IRONHOUSE SANITARY DISTRICT, AND DIABLO WATER DISTRICT STANDARDS.
2. SITE AND UTILITY GRADES SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO CHANGE.
3. PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT, THE OWNER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS ON THE LANDS SHOWN ON THIS MAP.
4. LAND USE INFORMATION:

ADJACENT LAND USE:	SINGLE-FAMILY LOW DENSITY AND SINGLE-FAMILY HIGH DENSITY
ADJACENT ZONING:	R-15, P-1 (SFH RESIDENTIAL), AND A-2
LOT SIZE RANGE:	15,000 – 18,400 SF
AVERAGE LOT SIZE:	15,610± SF
MINIMUM LOT SIZE:	15,000 SF

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Fax No. (510) 625-0714

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CIVIL ENGINEER	FELICIA C. DEAN
RCE NO.	43586 EXP. 12/31/10
CHECKED BY:	FCD
DESIGNED BY:	SMT
DRAWN BY:	KGT

No.	DATE	BY	REFERENCE

CEDARWOOD ESTATES SUBDIVISION 9088

VESTING TENTATIVE SUBDIVISION MAP AND DEVELOPMENT PLAN

OAKLEY CONTRA COSTA CALIFORNIA

SCALE:
HOR. 1"=50'
VERT. N/A
DATE: NOV 2009

SHEET NO.
2 OF 3

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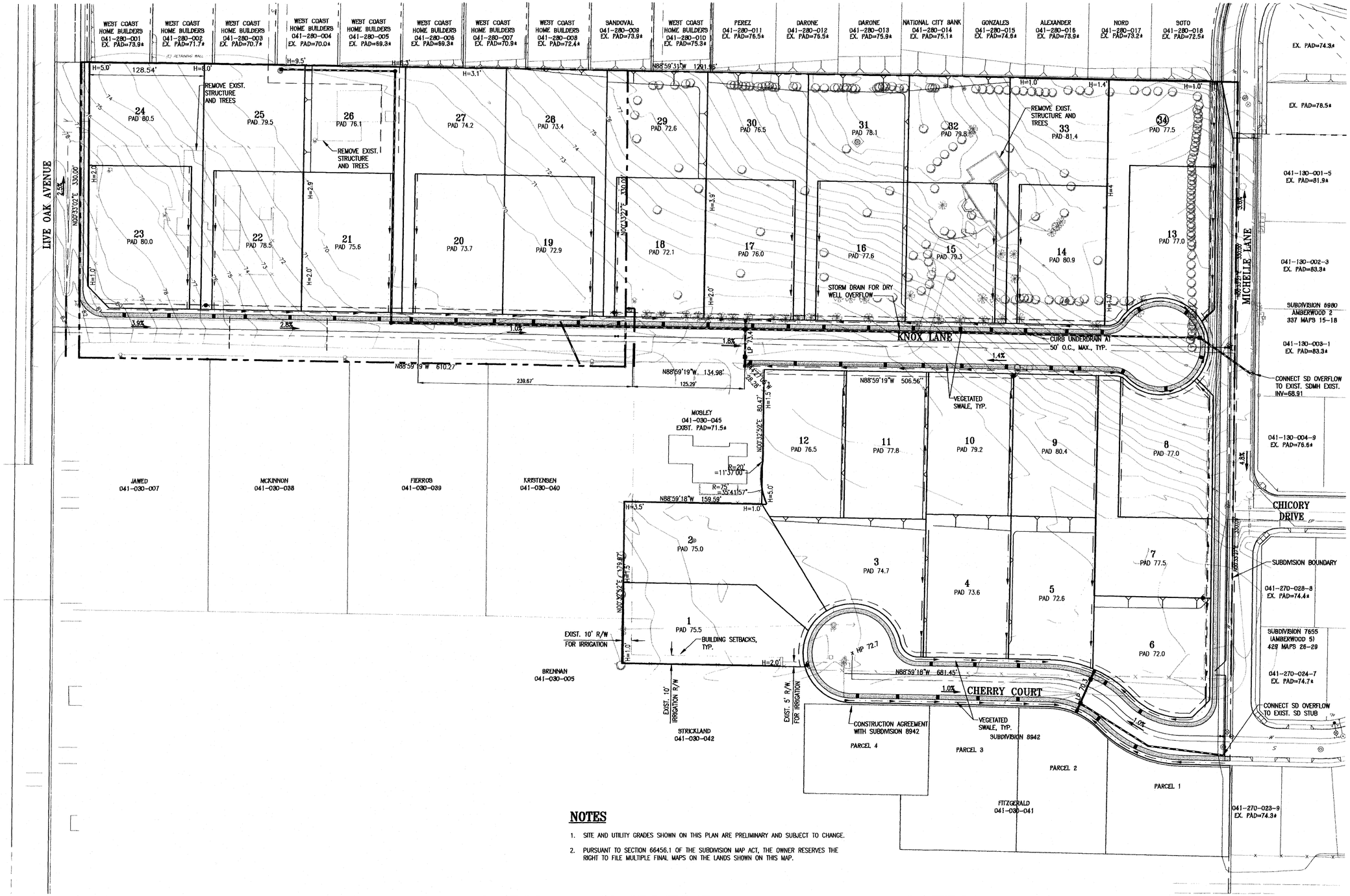

NOTES

1. SITE AND UTILITY GRADES SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO CHANGE.
2. PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT, THE OWNER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS ON THE LANDS SHOWN ON THIS MAP.

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Oakland, California 94607
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REGISTERED PROFESSIONAL ENGINEER FELICIA C. DEAN No. 43586 12/31/10 CIVIL STATE OF CALIFORNIA

CIVIL ENGINEER	
FELICIA C. DEAN	
RCE NO. 43586	EXP. 12/31/10
CHECKED BY:	FCD
DESIGNED BY:	SMT
DRAWN BY:	KGT

No.	DATE	BY	REFERENCE

CEDARWOOD ESTATES SUBDIVISION 9088

VESTING TENTATIVE SUBDIVISION MAP

PRELIMINARY GRADING PLAN

OAKLEY CONTRA COSTA CALIFORNIA

SCALE:
HOR. 1"=50'
VERT. N/A
DATE: NOV 2009

SHEET NO.
3 OF 3

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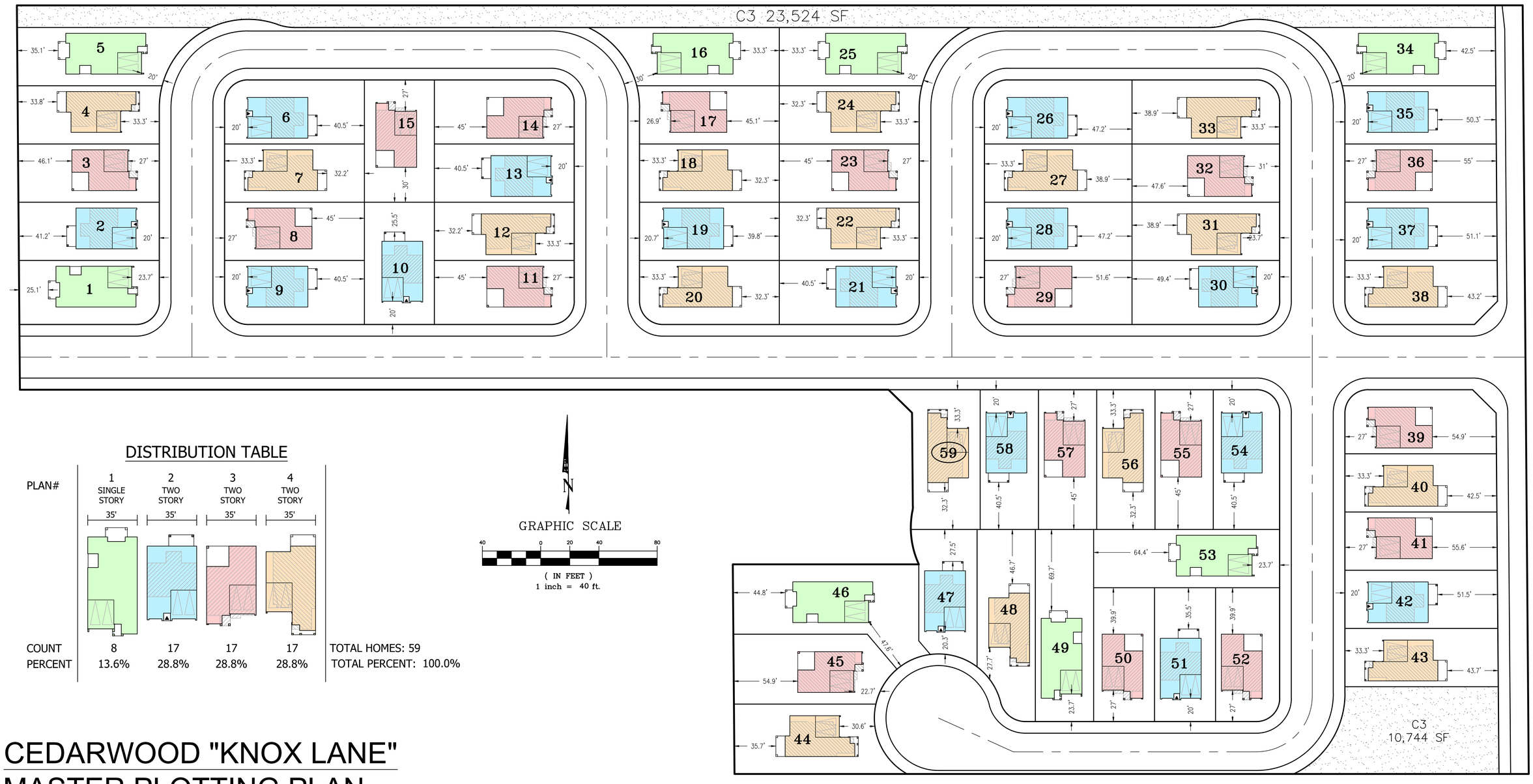


DISTRIBUTION TABLE

PLAN#	1 SINGLE STORY	2 TWO STORY	3 TWO STORY	4 TWO STORY	
	35'	35'	35'	35'	
COUNT	8	17	17	17	TOTAL HOMES: 59
PERCENT	13.6%	28.8%	28.8%	28.8%	TOTAL PERCENT: 100.0%

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

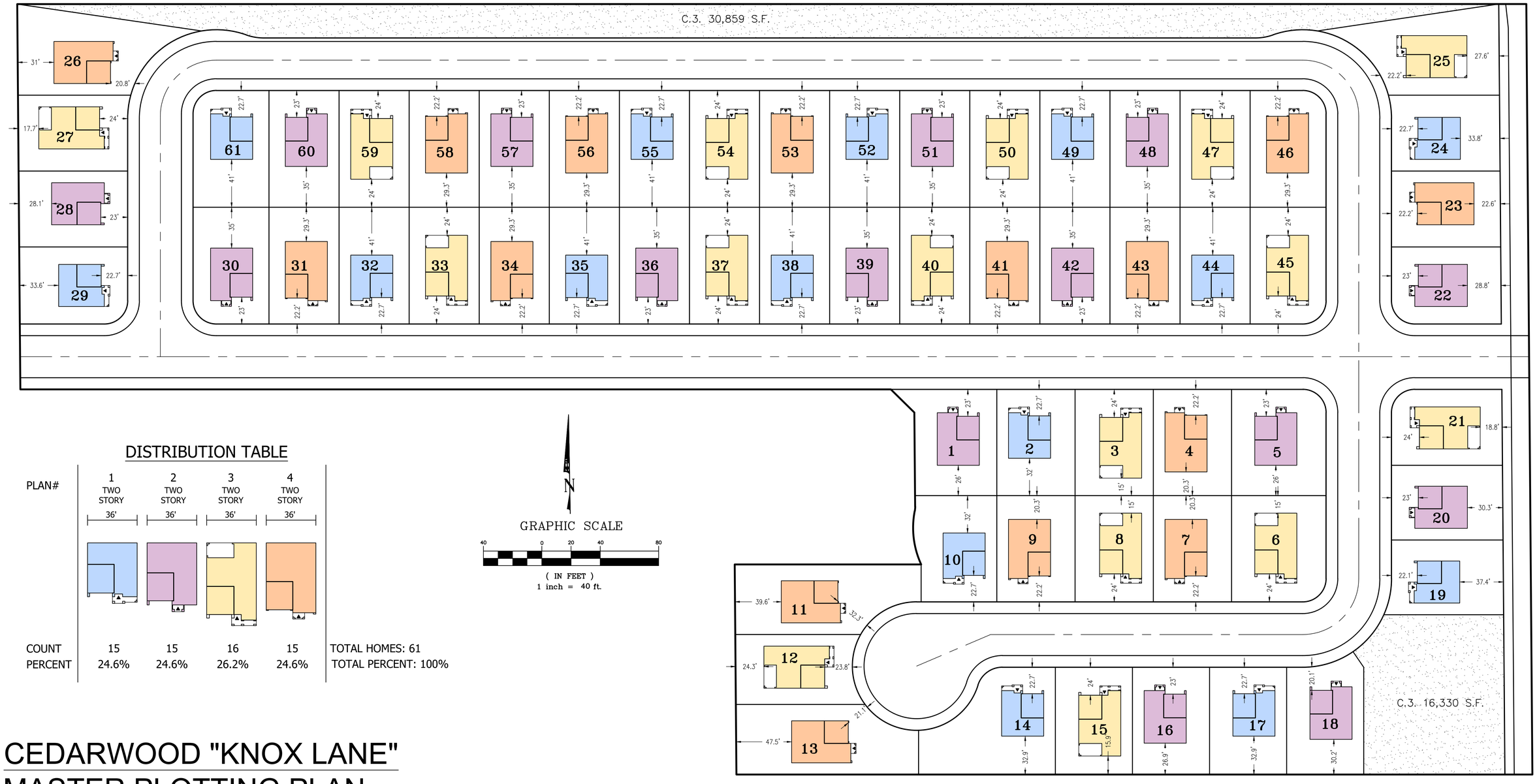
1 inch = 40 ft.

CEDARWOOD "KNOX LANE"
MASTER PLOTTING PLAN

OAKLEY, CA

DISCOVERY DESIGN GROUP

JULY 23, 2021



DISTRIBUTION TABLE

PLAN#	1 TWO STORY	2 TWO STORY	3 TWO STORY	4 TWO STORY	
	36'	36'	36'	36'	
COUNT	15	15	16	15	TOTAL HOMES: 61
PERCENT	24.6%	24.6%	26.2%	24.6%	TOTAL PERCENT: 100%

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

CEDARWOOD "KNOX LANE"
MASTER PLOTTING PLAN

OAKLEY, CA

DISCOVERY DESIGN GROUP

JULY 22, 2021

STAFF REPORT

DATE: August 10, 2021

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

FROM: Kenneth W. Strelo, Principal Planner

SUBJECT: **637 Brownstone Road Preliminary General Plan Amendment (PA 04-21) – Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH")**

Summary

This is a work session on a request by Michael Ghiorso of Discovery Builders, Inc. ("Applicant") to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH") for the purposes of applying for a Vesting Tentative Map to subdivide the site into 58 homes ranging between 2,380 square feet ("sf.") to 3,415 sf. of livable space. The project site is located at 637 Brownstone Road and is zoned R-15 (Single-Family Residential) District. APN: 034-170-006.

Staff Recommendation

This is an advisory hearing only. There is no process to approve a project as a result of this work session. The City Council may act in an advisory role to the applicant on whether there is interest in considering an application for the requested project. If the Council shows favorable interest in the preliminary application, it may advise the applicant to submit, and direct Staff to process, a General Plan Amendment application. Directing staff to process a General Plan Amendment application would not guarantee Staff support or City Council approval of the project.

Background and Project Description

Preliminary General Plan Amendment Process

The process of amending the City of Oakley 2020 General Plan ("General Plan") is subject to California Government Code ("GC") Sections 65350 – 65362, which apply to the preparation, adoption and amending of general plans and general plan elements. GC Section 65351 is written as follows:

> "During the preparation or amendment of the general plan, the [City] shall provide opportunities for the involvement of citizens, California Native American Indian tribes, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the planning agency deems appropriate."

The application process for a General Plan Land Use Amendment can come with significant costs when factoring in Staff time involved in preparing documents, conducting analysis, holding non-public and public meetings, hiring consultants for technical and environmental studies and documents, and consulting with outside agencies. Since a General Plan Land Use Amendment is a legislative and discretionary action that sets the tone for all other land use decisions on a property, Staff encourages potential applicants to first file a Preliminary General Plan Amendment, or "PGPA".

The purpose of the PGPA is to allow Staff to provide a brief description of the proposed amendment, and provide a concept of the project, as submitted by the Applicant. The Applicant is provided a chance to present the request and further describe the project and provide insight behind the request. Requiring a conceptual design, helps to prevent requests for land use amendments for the sole purpose of increasing allowable density and therefore property value. Conceptual plans for this work session include a master plotting plan with 44 lots at a minimum width of 50 feet, and a second master plotting plan that includes the approximately 3-acre site to the northwest in the design, and results in 61 lots. Although not a part of the original request, the second conceptual plan shows how the adjacent lot could be included in any future project under the proposed designation.

Land Use Designation (Existing and Proposed)

- Existing: *Single Family Residential, Low Density ("SL")* - The purpose of the "SL" designation is to accommodate traditional single-family residential development, which maintains the low density typical of a large-lot suburban development.

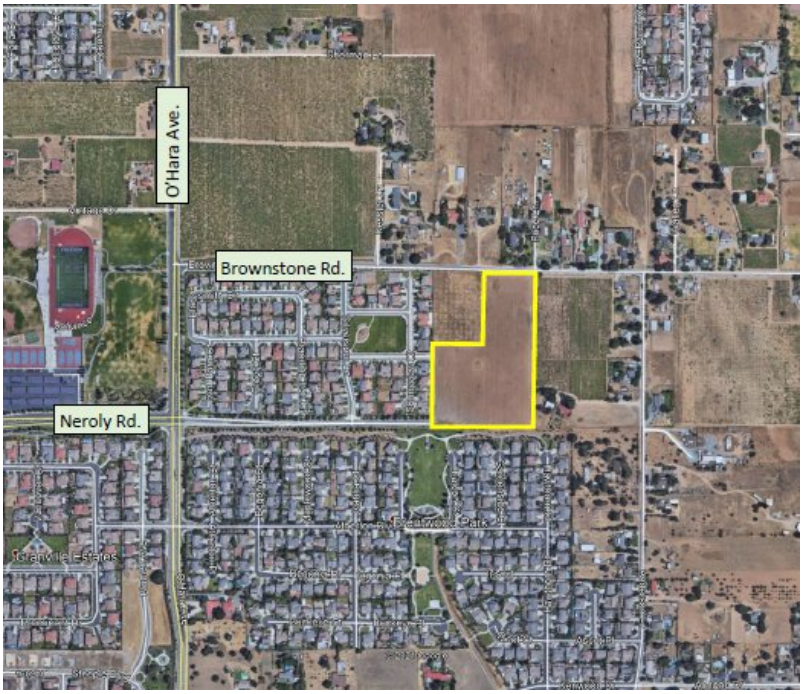
- Proposed: *Single Family Residential, High Density ("SH")* - The purpose of the "SH" designation is to provide for moderately dense single-family residential development that is consistent with suburban uses. This designation will allow for a higher density suburban neighborhood with smaller lots that are commonly seen in traditional urban and suburban neighborhoods within Oakley.

Existing Entitlements

There are no existing entitlements associated with 637 Brownstone Road

Site Conditions and Surrounding Land Uses

Figure 1. Aerial View of Site and Surrounding Areas



The project site is made up of one parcel of approximately 9.97 acres. Figure 1 (left) shows an aerial view the site from Google Earth. The parcel includes a frontage of approximately 300 feet along Brownstone Road, a western property line shared with Riata Subdivision in Oakley, and a southern property line shared with a single family residential subdivision located in Brentwood. A vineyard with a single residence shares the parcel's eastern property line, and another vacant parcel occupies approximately 3.04 acres between Riata Subdivision, Brownstone Road, and the subject parcel

Properties within Oakley's land use control lie to the north, east, and west of the subject parcel. Developed and undeveloped properties that surround the parcel are all designated SL in the General Plan. Riata Subdivision also includes Single Family Residential, Medium Density (SM) further toward O'Hara Avenue. The nearest SH designated parcel is over 400 feet to the east. The nearest undeveloped SM parcel is over 850 feet to the east. Nearly all nearby properties designated SL in the General Plan are zoned R-15 District, or AL (Limited Agriculture) District, as is the subject property. Riata Subdivision is zoned P-1 (Planned Unit Development) District. The SH and SM designated properties to the east are zoned R-6 District and R-10 District, respectively.

Conceptual Plans

The applicant submitted a conceptual plans helps to visualize how a project under the proposed designation may look. For this PGPA, the applicant has submitted two conceptual plans. The first plan shows 44 homes on lots with a minimum 50-foot width. The density of this plan is 4.41 dwelling units per gross acre. The second plan shows 61 homes on lots with a minimum 50-foot width, but includes the approximately 3-acre site to the northwest. The density of the plan when involving

the other parcel is 4.69 dwelling units per gross acre. The first plan envisions 6 single-story homes, and the second plan envisions 9 two-story homes. Although these plans have been engineered to a certain degree, it is important to note that they are preliminary and lack the same amount of information as a tentative map and development plan would include, such as lot dimensions, right of way widths, street tree plans, etc. They should be used for illustrative purposes only and to get a sense of what a project under the proposed designation may look like.

Analysis

Land Use and Potential Zoning

Requests for amendments to the underlying General Plan land use designation on a property should not be considered in a vacuum, or without consideration of not only surrounding uses or property, but their respective land use designations. This parcel at 9.97-acres and designated SL would be allowed a maximum of 23 dwelling units. If designated SH, it would be allowed 55 dwelling units.

Making spot amendments, or amendments where a land use designation for a property is inconsistent with surrounding properties, can create other land use conflicts in the areas of density, neighborhood character, and appliance of developments standards. In the case of this site, SH would not be consistent with or match any of the surrounding property designations. It would result in the SH designation replacing 9.97 acres of the SL designation, which could result in further pressure by property owners or developers to request General Plan Amendments to increase density in the future on the remaining SL properties directly to the north and east. Attachment 4 ("Existing and Conceptual General Plan Land Use Designations Illustration") to this Staff Report illustrates the existing and proposed land use designation with surrounding properties and designations.

As additional development occurs and properties undergo changes to underlying land use designations in order to become more feasible to develop, there is increasing pressure on nearby vacant properties to develop, or in some cases, also request the same or higher density (if available) amendment. Increasing density by way of land use amendments may result in a sprawl pattern of density increases where each new amendment then creates new adjacent parcels that may request an amendment for higher density. It is important to consider how one amendment may affect surrounding properties, or set precedent or examples for other areas of town, which could lead to more requests.

Recommendation

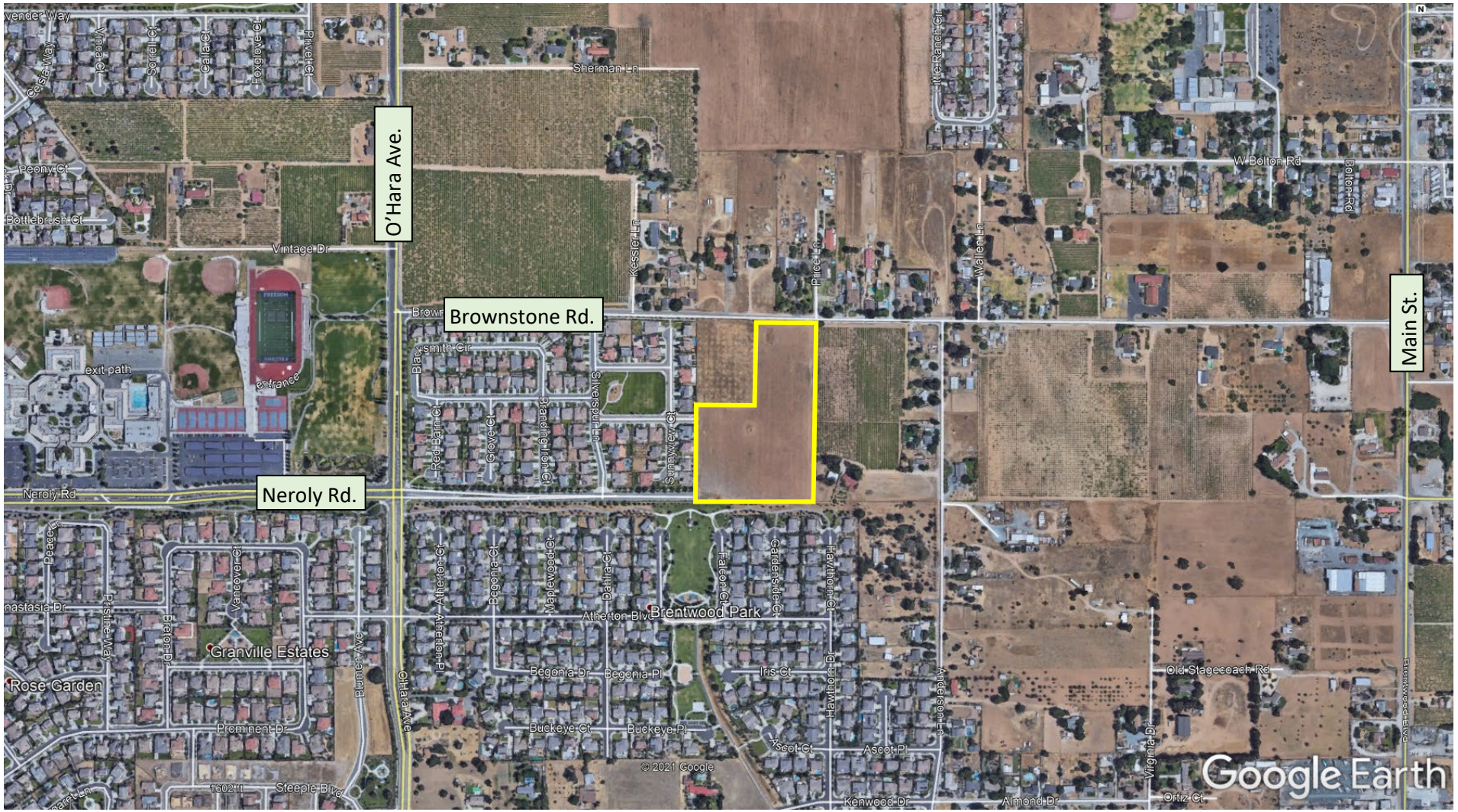
Staff recommends the City Council provide the applicant and staff with feedback regarding the Preliminary General Plan Amendment.

Attachments

1. Vicinity Map
2. Notice of Work Session
3. City of Oakley General Plan Map
4. Existing and Conceptual General Plan Land Use Designations Illustration
5. Applicant's Conceptual Plans

Vicinity Map

637 Brownstone Road Preliminary General Plan Amendment (PA 04-21)
(APN: 034-170-006)



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

NOTICE OF WORK SESSION

NOTICE IS HEREBY GIVEN that on **August 10, 2021** at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a **Work Session** at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering the item as described below:

Project Name: 637 Brownstone Road Preliminary General Plan Amendment (PA 04-21).

Project Location: 637 Brownstone Road, Oakley, CA 94561. APN: 034-170-006.

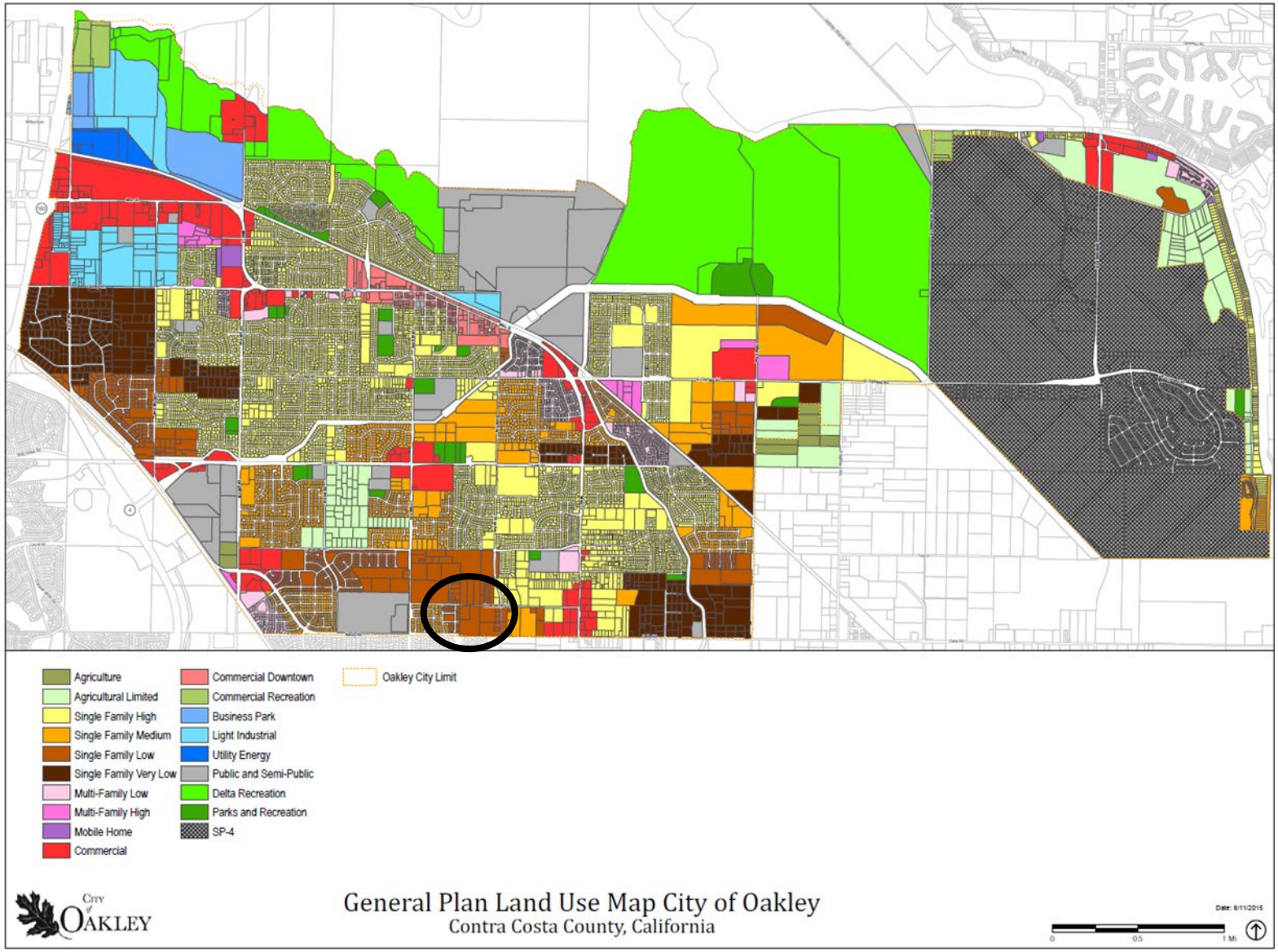
Applicant: Michael Ghiorso, Discovery Builders, Inc., 4021 Port Chicago Highway, Concord, CA 94520. mghiorso@discoverybuilders.com.

Request: This is a work session on a request by Michael Ghiorso of Discovery Builders, Inc. ("Applicant") to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 9.97-acre site from Single Family Residential, Low Density ("SL") to Single Family Residential, High Density ("SH") for the purposes of applying for a Vesting Tentative Map to subdivide the site into 58 homes ranging between 2,380 square feet ("sf") sf. to 3,415 sf. of livable space. The project site is located at 637 Brownstone Road and is zoned R-15 (Single-Family Residential) District. APN: 034-170-006. This is an advisory hearing only.

How to Review: The Staff Report and its attachments will be available for public review, on or before August 5, 2021 online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the August 10, 2021 agenda and clicking the project title link. Interested persons are invited to submit written comments prior to 5:00 P.M. the day of the hearing to Ken Strelo, Principal Planner strelo@ci.oakley.ca.us.

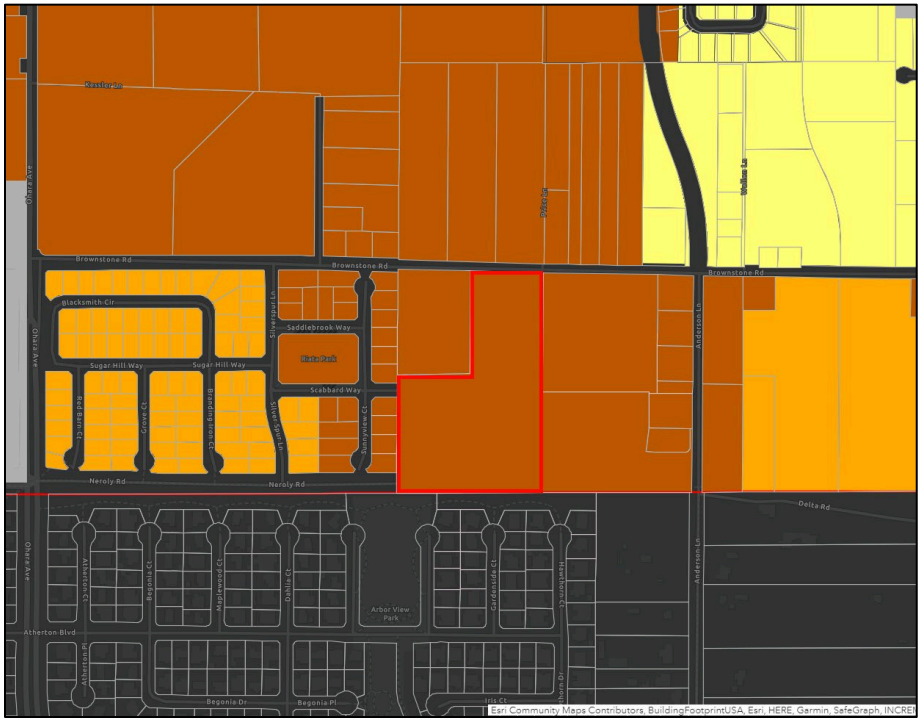
NOTICE IS ALSO GIVEN pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered to the City of Oakley City Clerk at, or prior to, the Public Hearing.

City of Oakley General Plan Map
637 Brownstone Road Preliminary General Plan Amendment (PA 04-21)

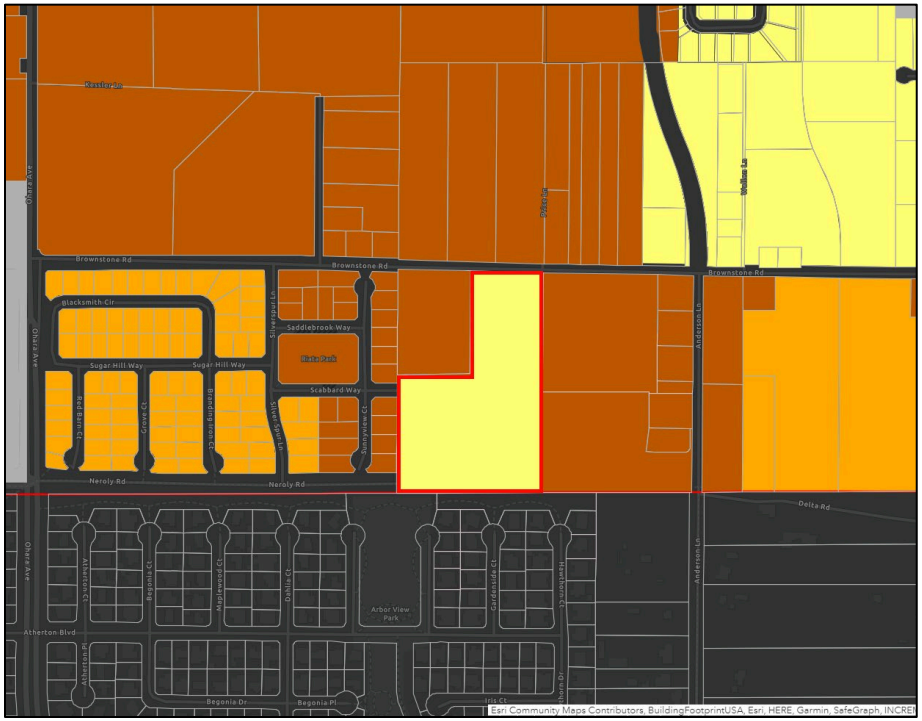


Existing and Conceptual General Plan Land Use Designations Illustration
637 Brownstone Road Preliminary General Plan Amendment (PA 04-21)

Existing General Plan Land Use Designation – Single Family Residential, Medium Density (SL)



Conceptual General Plan Land Use Designation – Single Family Residential, High Density (SH)



(Single Family Residential, High Density (SH) = yellow; Single Family Residential, Medium Density (SM) = light brown; Single Family Residential, Low Density (SL) = medium brown)



40 0 20 40 80

(IN FEET)
1 INCH = 40 FT.

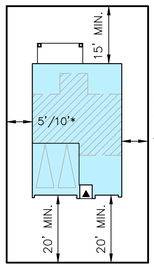
DISTRIBUTION TABLE

PLAN#	1 SINGLE STORY	2 TWO STORY	3 TWO STORY	4 TWO STORY
	35'	35'	35'	35'
COUNT	6	13	13	12
PERCENT	13.7%	29.5%	29.5%	27.3%

TOTAL HOMES: 44
TOTAL PERCENT: 100.0%

TYPICAL MINIMUM LOT SETBACKS

N.T.S.



*NOTE: 5' MIN. SIDE YARD.
15' AGGREGATE SIDE YARD.

BROWNSTONE - OPT 1
MASTER PLOTTING PLAN

OAKLEY, CA

DISCOVERY DESIGN GROUP

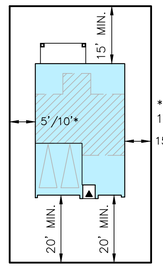
JULY 23, 2021

M:\LAND DEVELOPMENT\RACHEL BOOTH\DWG\BROWNSTONE\DWG\MPP\BROWNSTONE MPP_01 OPT 1.DWG



DISTRIBUTION TABLE

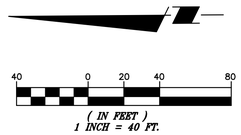
PLAN#	1 SINGLE STORY	2 TWO STORY	3 TWO STORY	4 TWO STORY	
	35'	35'	35'	35'	
COUNT	9	17	18	17	TOTAL HOMES: 61
PERCENT	14.8%	27.9%	29.4%	27.9%	TOTAL PERCENT: 100.0%



TYPICAL MINIMUM LOT SETBACKS

N.T.S.

*NOTE: 5' MIN. SIDE YARD.
15' AGGREGATE SIDE YARD.



BROWNSTONE - OPT 2
MASTER PLOTTING PLAN

OAKLEY, CA

DISCOVERY DESIGN GROUP

JULY 23, 2021

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