

AGENDA

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

Tuesday, December 9, 2014
Oakley City Council Chambers
3231 Main Street, Oakley, CA

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

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

Agendas are posted at the Oakley City Hall, the "White House" at 204 Second Street and outside the Library at Freedom High School; agendas are also posted on the City's Internet Website www.ci.oakley.ca.us.

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

Agendas may be picked up at the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561 for no charge. To request information regarding placement on the City's agenda e-mail distribution list, contact the Receptionist at (925) 625-7000.

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

(Please keep cell phones/pagers turned off during the meeting.)

**SPECIAL MEETING OF THE OAKLEY CITY COUNCIL
TUESDAY, DECEMBER 9, 2014
6:00 P.M.**

**Oakley City Council Chambers
3231 Main Street, Oakley, CA**

1.0 OPENING MATTERS

- 1.1 Call to Order and Roll Call of the Oakley City Council, Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency and Public Financing Authority**
- 1.2 Pledge of Allegiance to the Flag**

2.0 CONSENT

- 2.1 Adopt a Resolution Accepting the Certificate of the County Clerk as to the Results of the Canvass of the November 4, 2014 Consolidated General Municipal Election in Oakley (Libby Vreonis, City Clerk)**

3.0 PRESENTATIONS TO MAYOR POPE

- 3.1 City Council and Staff Presentations to Mayor Pope (Vice Mayor Hardcastle)**
- 3.2 Certificate of Recognition for Mayor Pope (Office of Supervisor Mary Nejedly Piepho)**
- 3.3 Certificate of Recognition for Mayor Pope (Office of Assemblymember Jim Frazier)**
- 3.4 Certificate of Recognition for Mayor Pope (Office of Senator Mark DeSaulnier)**
- 3.5 Certificate of Recognition for Mayor Pope (Office of Congressman Jerry McNerney)**
- 3.6 Comments by Outgoing Mayor Pope**

4.0 PRESENTATIONS TO COUNCILMEMBER RIOS

- 4.1 City Council and Staff Presentations to Councilmember Rios (Mayor Pope)
- 4.2 Certificate of Recognition for Councilmember Rios (Office of Supervisor Mary Nejedly Piepho)
- 4.3 Certificate of Recognition for Councilmember Rios (Office of Assemblymember Jim Frazier)
- 4.4 Certificate of Recognition for Councilmember Rios (Office of Senator Mark DeSaulnier)
- 4.5 Certificate of Recognition for Councilmember Rios (Office of Congressman Jerry McNerney)
- 4.6 Comments by Outgoing Councilmember, Carol Rios

5.0 SPECIAL ORDERS OF THE DAY

- 5.1 Administration of Oaths of Office to Newly Elected Councilmembers, Randy Pope and Sue Higgins (Libby Vreonis, City Clerk)
- 5.2 Seating of New Councilmembers

6.0 REORGANIZATION OF THE OAKLEY CITY COUNCIL

- 6.1 Review of Oakley Municipal Code Section 2.1.005 Regarding Appointment of Mayor and Vice Mayor (Libby Vreonis, City Clerk)
- 6.2 Selection of Mayor and Vice Mayor (Mayor Pope)
- 6.3 Administration of Oaths of Office to Newly Appointed Mayor and Vice Mayor (Libby Vreonis, City Clerk)
- 6.4 Comments by Newly Appointed Mayor

7.0 PUBLIC COMMENTS

8.0 ADJOURN TO RECEPTION

**REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/ OAKLEY
CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE
OAKLEY REDEVELOPMENT AGENCY/
PUBLIC FINANCING AUTHORITY
TUESDAY, DECEMBER 9, 2014
6:30 P.M.**

**Oakley City Council Chambers
3231 Main Street, Oakley, CA**

1.0 OPENING MATTERS

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

1.2 Pledge of Allegiance to the Flag

2.0 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/Public Financing Authority on non-agendized items. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Public Financing Authority may respond to statements made or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Public Financing Authority MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code §54954.2(b)(1)(2)(3). Members of the public should submit any Speaker Cards for Public Comments in advance of the Mayor calling for Public Comments.

3.0 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/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/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.

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

- 3.1 Approve the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting of November 18, 2014 (Libby Vreonis, City Clerk)**
- 3.2 Adopt Resolutions Approving List of Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting Dates for 2015 (Libby Vreonis, City Clerk)**

Oakley City Council

- 3.3 Waive the Second Reading and Adopt an Ordinance to Amend Truck Routes in Oakley (Kevin Rohani, Public Works Director/City Engineer)**
- 3.4 Waive the Second Reading and Adopt an Ordinance Repealing Chapter 4 of Title 9 of the Oakley Municipal Code, Dealing with Inclusionary Housing in Redevelopment Area (William Galstan, Special Counsel)**
- 3.5 Adopt a Resolution Accepting the Development Impact Fee Five Year Report for the Period Ending June 30, 2014 and Making Required Findings as Required by Government Code Sections 66000 Et Seq. (Paul Abelson, Finance Director)**
- 3.6 Adopt a Resolution Approving an Award of Contract to Contract Sweeping Services, Inc. (CSS) for City Street Sweeping Maintenance Services (Kevin Rohani, Public Works Director/City Engineer)**
- 3.7 Adopt a Resolution Approving Submittal of Applications for all CalRecycle Grants for which the City is Eligible (Kevin Rohani, Public Works Director/City Engineer)**
- 3.8 Adopt a Resolution Accepting as Complete the Work Performed by DSS Company DBA Knife River Construction, Inc. for Capital Improvement Project Number 124-Laurel Road Widening Project (O'Hara Avenue to Rose Avenue) and Direct the City Clerk to File a Notice of Completion for the Project with the County Recorder (Kevin Rohani, Public Works Director/City Engineer)**
- 3.9 Adopt a Resolution Approving Contract Amendment Number 2 to the Agreement with LJ Consultants, Inc. for Construction Management and Inspection Services Related to Capital Improvement Project Number 124-Laurel Road Widening (O'Hara Avenue to Rose Avenue) (Kevin Rohani, Public Works Director/City Engineer)**
- 3.10 Adopt Resolutions Initiating Community Facilities District 2015-1 (Emerson Ranch Maintenance) (Kevin Rohani, Public Works Director/City Engineer)**

- 3.11 Adopt a Resolution Creating Special Police Tax Zone 153 within the Oakley Special Police Tax Area for Vesting Tentative Map 9032, and Adopt the Ordinance Establishing a Special Tax for Police Protection Subject to Voter Confirmation (Kevin Rohani, Public Works Director/City Engineer)**
- 3.12 Resolution Approving a Second Amendment to the Lease Agreement between the City and Republic of Cake, LLC, for the City-owned retail building located at 3080 Main Street (Bryan Montgomery, City Manager)**

Public Financing Authority

- 3.13 Annual Meeting of the Oakley Public Financing Authority (Paul Abelson, Finance Director)**

4.0 PUBLIC HEARINGS-None

5.0 REGULAR CALENDAR

Oakley City Council

- 5.1 Interviews and Selection of One Councilmember to Fill a Vacancy Seat on the Oakley City Council (Libby Vreonis, City Clerk)**

6.0 REPORTS

6.1 CITY MANAGER

- (a) Update on Long-Term Delivery of Police Services
(Bryan Montgomery, City Manager and Paul Abelson, Finance Director)**

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 Comments**

- (b) Requests for Future Agendas**

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS-None

9.0 ADJOURN



Agenda Date: 12/09/2014
Agenda Item: 2.1 Special

STAFF REPORT

Approved and Forwarded to City Council


Bryan H. Montgomery, City Manager

Date: Tuesday, December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Libby Vreonis, City Clerk
SUBJECT: Resolution Accepting the Results of the Canvass of the November 4, 2014 Election in Oakley

Background and Analysis

The general municipal election for two City Councilmember seats was called on May 13, 2014. The two seats for election were held by Carol Rios and Randy Pope. During the nomination period, five candidates were qualified to run in this election.

On Tuesday, November 4, 2014, the general municipal election was conducted by the Contra Costa County Registrar of Voters. The County Clerk's official canvass of the election has been completed. Incumbent Randy Pope and Sue Higgins were elected to serve full, four-year terms of office as City of Oakley Councilmembers.

The California Elections Code Section 10263 states that upon completion of the canvass of results by the County and prior to installation of the officers, the City Council shall adopt a resolution reciting the facts of the election and declaring the result. For the Council's consideration, attached is a resolution accepting the Certificate of the County Clerk as to the results of the canvass of the election of November 4.

Fiscal Impact

The Contra Costa County Election Department estimated the total cost of the 2014 General Municipal Election would be approximately \$1.25 per registered voter, approximately \$25,000. The estimated expense for the 2014 General Municipal Election was included in the 2014/2015 Operating Budget.

Recommendation

Staff recommends that the City Council adopt the attached resolution.

Attachments

- 1) Resolution Accepting the Certificate of the County Clerk as to the results of the canvass of the City of Oakley Election held on November 4, 2014.

RESOLUTION NO. ____-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
RECITING THE FACT OF THE CONSOLIDATED GENERAL
MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014 DECLARING
THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

WHEREAS, a General Municipal Election was held and conducted in the City of Oakley, California, on November 4, 2014; and

WHEREAS, notice of the election was given in the time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Elections Department has canvassed the returns of the election and has certified the results attached as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY:

SECTION 1. That the whole number of ballots cast in the precincts except absentee voter ballots was 2,201; that the whole number of absentee voter ballots cast in the City was 3,733 making a total of 5,934 ballots cast in the City. Oakley had 16,445 registered voters as of the November 4, 2014 election. Oakley voter turnout was 36.08%.

SECTION 2. That the names of the persons voted for at the election for two Councilmembers were as follows:

Office of Councilmember: Sue E. Higgins
Randy Pope
Vanessa Perry
Thurston C. Brice
Michael Dupray

SECTION 3. That the City Council does declare and determine that Randy Pope and Sue E. Higgins were elected as members of the City Council for full, four-year terms.

SECTION 4. That the City Clerk shall cause the Oath of Office prescribed in the Constitution of the State of California to be administered to each newly elected Councilmember and shall file the Oaths in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

PASSED, APPROVED AND ADOPTED by the Oakley City Council on December 9, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

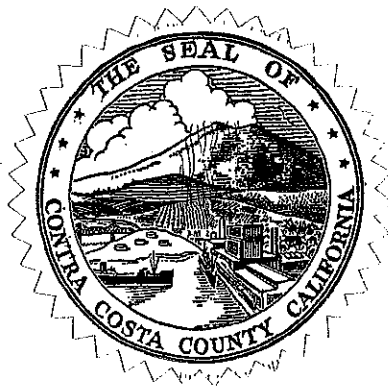
CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF OAKLEY
NOVEMBER 4, 2014 GENERAL ELECTION

State of California)
) ss.
County of Contra Costa)

I, JOSEPH E. CANCIAMILLA, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **CITY OF OAKLEY** in said county at the General Election held on November 4, 2014 for said city candidates submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true and correct.

WITNESS my hand and Official Seal this 26th day of November, 2014.

JOSEPH E. CANCIAMILLA, County Clerk



By: Rosa Mena
Rosa Mena, Deputy Clerk

CONTRA COSTA COUNTY
STATEWIDE GENERAL ELECTION
TUESDAY, NOVEMBER 4, 2014

Final Official Results

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		City of Oakley Member, City Council 2 TO BE ELECTED								
		R V E O G T I E S R T S E R E D	B C A A L S L T O T S	T P U E R R N C O E U N T T A G E	S E H U E G G I N S (NON)	R P A O N P D E Y (NON)	V P A E R E R S Y A (NON)	T C B H R U I R C S E T O N (NON)	M D I U C P H R A A E Y L (NON)	W R I T E - I N (NON)
18 PRECINCTS										
Oakley101	A	1431	405	28.30	152	226	118	70	53	5
Oakley101	V	1431	189	13.21	63	99	42	37	30	1
Oakley102	A	916	196	21.40	64	86	45	44	46	0
Oakley102	V	916	120	13.10	42	45	24	20	45	1
Oakley103	A	999	198	19.82	79	104	49	41	40	2
Oakley103	V	999	172	17.22	54	94	29	29	31	1
Oakley104	A	883	156	17.67	62	72	43	25	22	2
Oakley104	V	883	91	10.31	23	36	16	8	11	2
Oakley105	A	672	183	27.23	60	98	44	38	31	4
Oakley105	V	672	62	9.23	16	31	16	7	10	0
Oakley106	A	1067	277	25.96	94	166	59	55	58	0
Oakley106	V	1067	158	14.81	47	80	38	34	18	2
Oakley107	A	1401	318	22.70	149	151	69	54	55	0
Oakley107	V	1401	159	11.35	53	78	33	33	13	0
Oakley108	A	746	155	20.78	67	79	23	27	28	0
Oakley108	V	746	140	18.77	50	67	32	27	15	1
Oakley109	A	862	149	17.29	70	74	34	34	14	11
Oakley109	V	862	84	9.74	30	37	18	14	11	0
Oakley110	A	855	203	23.74	77	122	39	49	31	1
Oakley110	V	855	157	18.36	57	90	24	39	29	1
Oakley111	A	775	196	25.29	82	119	44	38	25	0
Oakley111	V	775	117	15.10	43	72	25	19	15	0
Oakley112	A	698	168	24.07	71	94	40	29	33	0
Oakley112	V	698	120	17.19	38	67	30	32	16	2
Oakley113	A	1219	241	19.77	100	134	55	46	30	1
Oakley113	V	1219	133	10.91	62	57	29	33	22	5
Oakley114	A	1067	268	25.12	121	150	58	40	31	2
Oakley114	V	1067	143	13.40	60	78	20	24	26	0
Oakley115	A	921	187	20.30	73	108	48	42	24	0
Oakley115	V	921	105	11.40	42	59	11	25	18	4
Oakley116	A	1131	274	24.23	112	149	51	53	36	1
Oakley116	V	1131	155	13.70	50	87	20	30	27	1
Oakley117	A	799	158	19.77	60	79	37	47	24	2
Oakley117	V	799	96	12.02	32	57	16	22	17	0
Oakley801	A	3	1	33.33	0	1	0	0	1	0
Oakley801	V	3	0		0	0	0	0	0	0
COUNTY TOTAL		16445	5934	36.08	2255	3146	1279	1165	936	52
ABSENTEES		16445	3733	22.70	1493	2012	856	732	582	31
VOTING PRECINCTS		16445	2201	13.38	762	1134	423	433	354	21
9TH CONGRESSIONAL DST		16445	5934	36.08	2255	3146	1279	1165	936	52
CONGRESSIONAL TOTAL		16445	5934	36.08	2255	3146	1279	1165	936	52
7TH SENATORIAL		16445	5934	36.08	2255	3146	1279	1165	936	52
STATE SENATE TOTAL		16445	5934	36.08	2255	3146	1279	1165	936	52

CONTRA COSTA COUNTY
 STATEWIDE GENERAL ELECTION
 TUESDAY, NOVEMBER 4, 2014

Final Official Results

PRINTED 11/26/14, 09:27 AM

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City of Oakley Member, City Council 2 TO BE ELECTED										
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	D	S	E		(NON)	(NON)	(NON)	(NON)	(NON)	
18 PRECINCTS										
11TH ASSEMBLY DST	16445	5934	36.08		2255	3146	1279	1165	936	52
STATE ASSEMBLY TOTAL	16445	5934	36.08		2255	3146	1279	1165	936	52
Bd Of Equalization	16445	5934	36.08		2255	3146	1279	1165	936	52
BD OF EQUALIZATION TOT	16445	5934	36.08		2255	3146	1279	1165	936	52
3RD SUPERVISORIAL	16445	5934	36.08		2255	3146	1279	1165	936	52
SUPERVISORIAL TOTAL	16445	5934	36.08		2255	3146	1279	1165	936	52
CITY OF OAKLEY	16445	5934	36.08		2255	3146	1279	1165	936	52
CITY TOTAL	16445	5934	36.08		2255	3146	1279	1165	936	52
MAIL BALLOT PRECINCT	3	1	33.33		0	1	0	0	1	0



STAFF REPORT

Date: December 2, 2014
To: Bryan H. Montgomery, City Manager
From: Libby Vreonis, City Clerk/Paralegal
Cc: William R. Galstan, Special Counsel
Subject: Review of Section 2.1.005 of the Oakley Municipal Code Regarding the Appointment of Mayor and Vice Mayor

Approved and Forwarded to City Council:


Bryan Montgomery, City Manager

FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON DECEMBER 9, 2014

Summary and Recommendation

Oakley Municipal Code Section 2.1.005 provides the procedure for the appointment of Mayor and Vice Mayor. Staff recommends the City Council review the procedure and appoint Councilmembers as Mayor and Vice Mayor.

Fiscal Impact

None.

Background Information

Oakley Municipal Code Section 2.1.005 provides that each December an appointment of Mayor and Vice Mayor shall be made by the Oakley City Council. Generally, it provides for a rotation process to provide an opportunity to Councilmembers to hold the office of Vice Mayor or Mayor, or both. Typically, the Vice Mayor will become Mayor, the current Mayor will rotate to the bottom of the rotation schedule and the new Mayor will be selected based upon the Councilmember who is next in line in the rotation schedule. In accordance with this procedure, Doug Hardcastle is next in line for Mayor and Kevin Romick is next in line for Vice Mayor. The City Council has discretion not to follow the rotation as set forth Section 2.1.005(i) if it so decides.

Conclusion

Staff recommends that the City Council review the procedure set forth in Oakley Municipal Code Section 2.1.005 and appoint Councilmembers as Mayor and Vice Mayor.

Attachments

1. Oakley Municipal Code Section 2.1.005

2.1.005 Appointment of Mayor and Vice Mayor.

- a. Each year during the month of December, the City Council shall appoint one of its members as Mayor. The member selected to be Mayor typically will be the member who is serving as Vice Mayor, unless the Vice Mayor is unavailable to be appointed as Mayor due to failure to be re-elected, insufficient time to dedicate to the office, or other reasons.
- b. Each year during the month of December, the City Council shall appoint one of its members as Vice Mayor. The person selected as Vice Mayor shall have been a member of the Council for at least one year prior to the appointment as Vice Mayor.
- c. Neither the Mayor nor the Vice Mayor serves a term of office, but rather serves in those capacities at the pleasure of the majority of the City Council.
- d. It is the intent of this section to establish a rotation process so that each Council member shall have the opportunity to become either Vice Mayor or Mayor, or both.
- e. The City Clerk shall establish and keep a "rotation schedule" regarding the City Council members. The member with the most continuous time of service on the Council who has not previously served as Vice Mayor and is not selected Mayor will be selected as Vice Mayor. If two or more members have equal time of continuous service, the member who received the highest number of votes at his/her election shall be selected. The other members with equal time of continuous service will have their rank on the rotation schedule determined by the number of votes that they received at their election, with the member having the higher number of votes receiving higher ranking.
- f. When the Mayor completes his/her service as Mayor, he/she shall revert to the bottom of the rotation schedule.
- g. If a member was appointed to the City Council, he/she shall be placed at the bottom of the rotation schedule when appointed, and shall continue up the rotation schedule thereafter in the same manner as the other members.
- h. If a member voluntarily declines appointment as either Mayor or Vice Mayor, he/she shall then rotate to the bottom of the schedule.
- i. The City Council may decline to appoint a member to serve as Mayor or as Vice Mayor if a majority of the City Council determines that the person has experienced or exhibited any of the following:
 - 1) A violation of law or City policy, or has been or is being investigated for a violation of law or of policy;
 - 2) Intemperate, rude or disparaging remarks or conduct toward the public, staff or City Council;
 - 3) Lack of leadership or communications skills;

4) Excessive absenteeism as a Council member;

5) Any other conduct that would be considered to be unprofessional or unbecoming of the position of Mayor or Vice Mayor;

6) Determination that the person does not have the available time to assume the additional duties of Mayor or Vice Mayor.

Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council
acting as the Successor Agency to the Redevelopment Agency
November 18, 2014

1.0 OPENING MATTERS

1.1 Call to Order and Roll Call

Mayor Pope called the meeting to order at 6:31 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Diane Burgis, Doug Hardcastle, Randy, Pope and Kevin Romick were present. Councilmember Rios was absent.

1.2 Pledge of Allegiance to the Flag

Mayor Pope led the Pledge of Allegiance to the Flag.

1.3 Proclamation-Epilepsy Awareness Month (Noelle Gamon)

Mayor Pope presented the proclamation to Noelle Gamon. Ms. Gamon provided information on epilepsy awareness and thanked the City Council.

1.4 Update from Contra Costa Transportation Advisory Committee (Michael Dupray, Appointee)

Appointee Michael Dupray provided information regarding how Measure C and Measure J funds assist with transportation improvements. He provided an overview of past and future meetings to be held by the Advisory Committee.

Before proceeding to Public Comments, Mayor Pope recognized the winners of the Military Hero Essay contest, including Kassandra Meeks, Dallas Hamlin and Adrianna Guzman.

2.0 PUBLIC COMMENTS

Online Comment Forms

None.

Public Comment Cards

Ric Onalfo expressed concern regarding the City Manager's salary, the ability of emergency vehicles to pass through downtown Oakley on Main Street, lack of lighting on Main Street near the highway, difficulty of vehicles crossing over Main Street at Norcross and other locations, potholes at Main Street near highway and also on Big Break Road, clear-cutting of greenery near the railroad tracks across from Walnut Meadows Drive (mud washes onto street when it rains) and expense of lighting of trees along Main Street. He also commented that the third runner up in Oakley's 2014 General Municipal Election should be appointed to the City Council.

3.0 CONSENT CALENDAR

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

- 3.1 Approve the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting held October 28, 2014 (Libby Vreonis, City Clerk)**

Oakley City Council

- 3.2 Waive the Second Reading and Adopt an Ordinance for Street Tree Maintenance and Protection (Ken Strelo, Senior Planner)**
- 3.3 Waive the Second Reading and Adopt an Ordinance Amending Section 4.29.408(c) of the Oakley Municipal Code Dealing with Neighborhood Standards (Troy Edgell, Code Enforcement Coordinator)**
- 3.4 Waive the Second Reading and Adopt an Ordinance Establishing Procedures for City Council Vacancy Appointments (William Galstan, Special Counsel)**
- 3.5 Waive the First Reading and Introduce an Ordinance to Amend Truck Routes in Oakley (Kevin Rohani, Public Works Director/City Engineer)**
- 3.6 Waive the First Reading and Introduce an Ordinance Repealing Chapter 4 of Title 9 of the Oakley Municipal Code, Dealing with Inclusionary Housing in Redevelopment Area (William Galstan, Special Counsel)**
- 3.7 Adopt a Resolution Authorizing the City Manager to Execute a Contract and Grant of Permanent Easement Related to the Relocation of the United States Bureau of Reclamation (USBR) lateral in Grapevine Lane Between Rose Avenue and O'Hara Avenue (Kevin Rohani, Public Works Director/City Engineer)**
- 3.8 Adopt Resolutions Approving the Subdivision Improvement Agreement and Final Map for Subdivision 8994 (The Reserve at Parklands) Consisting of 109 Lots and a 1.09 Acre Park Parcel at the South End of Teton Road (Kevin Rohani, Public Works Director/City Engineer)**
- 3.9 Adopt Resolutions Approving the Deferred Improvement Agreement, Subdivision Annexation and Assessment Authorization Deferral Agreement, and Parcel Map for Minor Subdivision MS 14-976 (Oakley Crossroads, LLC, a California limited liability company, 900-912 Main Street) (Kevin Rohani, Public Works Director/City Engineer)**

- 3.10 Adopt Resolutions Approving the Subdivision Improvement Agreement, Subdivision Annexation and Assessment Authorization Deferral Agreement, and Final Map for Subdivision 9104 (Cutino Property, Cedar Glen Drive South of Laurel Road, Approximately 450' East of Rose Avenue (Kevin Rohani, Public Works Director/City Engineer)**
- 3.11 Adopt a Resolution Supporting the Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2015/2016 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding (Kevin Rohani, Public Works Director/City Engineer)**
- 3.12 Adopt a Resolution Approving Agreements with Provox Systems, Inc for an Agenda Management System (Libby Vreonis, City Clerk)**
- 3.13 Notice of Vacancy of One Seat on the Oakley City Council (Libby Vreonis, City Clerk)**
- 3.14 Accept 1st Quarter Investment Reports, Fiscal Year 2014-2015 (Paul Abelson, Finance Director)**

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

- 3.15 Accept 1st Quarter Investment Reports, Fiscal Year 2014-2015 (Paul Abelson, Finance Director)**

Vice Mayor Hardcastle requested Items 3.5 and 3.9 be pulled from the Consent Calendar.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to approve the consent calendar. Motion carried unanimously and was so ordered.

Item 3.5

Vice Mayor Hardcastle inquired how re-routing trucks from Main Street would help with traffic on Main Street.

City Manager Bryan Montgomery explained that the intent of routing trucks off of Main Street is to provide a pedestrian-friendly downtown and with re-routing trucks off Main Street, some traffic will be diverted. He added trucks would still be allowed on Main Street for deliveries to businesses on Main Street. He mentioned Main Street has always been a one-lane road in each direction and it is wider now at 14 feet per lane of traffic than it was previous to the downtown reconstruction (it was at 12 feet).

Councilmember Burgis commented that re-routing the trucks would help to foster the downtown feel of a pedestrian-friendly area and it would reduce wear and tear in the downtown area; therefore, she supports the ordinance amendment.

Councilmember Romick commented that at all public meetings concerning the downtown area since incorporation, the consensus was for the downtown area to be pedestrian-friendly; therefore, he supports the ordinance amendment.

Mayor Pope inquired if the ordinance would require future amendment when the Highway 160 interchange is complete to route truck to Laurel Road. He commented that the City Council directed staff to design a pedestrian-friendly downtown and they followed that direction; the traffic-calming design was intentional. He added that this is the final step of the relinquishment of Main Street as a highway.

It was moved by Councilmember Romick and seconded by Vice Mayor Hardcastle to approve Item 3.5. Motion carried unanimously and was so ordered.

Item 3.9

Vice Mayor Hardcastle inquired about the voter assessment being approved.

City Manager Bryan Montgomery explained that the City has never experienced a voter assessment not being approved in similar circumstances.

It was moved by Vice Mayor Hardcastle and seconded by Councilmember Romick to approve Item 3.5. Motion carried unanimously and was so ordered.

Online Comment Forms

Item 3.13--Lori Buscaglia-Quan commented that the vacant City Council position should be filled by the third candidate with the most votes in the recent election and she is firmly against the City Council making that decision. She added it should be a voter decision, not a decision of the City Council.

Public Comment Cards

None.

4.0 PUBLIC HEARINGS

4.1 Carpenter Road Preliminary General Plan Amendment (PA 01-14) (Ken Strelo, Senior Planner)

Senior Planner Ken Strelo presented the staff report. He mentioned he received two emails (from Dan Duarte and Tami Lindsay), a letter from the Central Valley Regional Water Quality Control Board of which he provided copies to the City Council, and a hand-written note from 8-year old Emma.

Online Comment Forms

None.

Public Comment Cards

Alan Hartford commented he opposes the amendment to the land use designation rezone and high density development as the property was not subject to change at the time he purchased his home, it could change the use of the existing vineyard nearby, it doesn't support infrastructure for fire protection, and the land is close to schools which are already impacted heavily by traffic—this would only increase with more home.

Julie Hartford commented she represents 12 of 18 home owners on her court and they oppose the amendment to the land use designation rezone and high density development because of the visual impact it will have on existing surrounding properties (they believe the land is of higher elevation than existing properties), the negative impact high-density housing will have on existing home values, and increased traffic. She also mentioned many of the homes on her court did not receive mailed notice of the meeting.

Mayor Pope commented the City Council welcomes comments from residents by email or letter if they are unable to attend the Council meeting in person.

Andrew Fulwiler commented he shares the same concerns and prefers the integrity of the neighborhood be maintained with open space, not high-density housing.

Owen Poole, on behalf of applicant Grant Alvernaz, commented that the land consists of a dead orchard that will not be replanted, therefore the property owner desires to sell and the housing proposed for the site will consist of 8,000 square foot lots.

Councilmember Romick expressed that AL property owners have had every opportunity to come to the City Council to request a rezone, but this property owner did not. He commented he is opposed to high-density housing in this area as it is already a high traffic area on a difficult road to navigate.

Councilmember Burgis agreed with Councilmember Romick and commented it is not right to change the zoning for existing property owners, she would accept larger, equestrian-size lots to mirror what exists across the street and she does not want to see the heritage vineyard threatened. She inquired why residents nearby were not notified by mail.

Mr. Strelo explained staff mailed notices to property owners within a 300 foot radius of the site. He commented that mailing addresses are obtained through the County tax roll.

City Manager Bryan Montgomery added that mailings were not required; however, they were provided as a courtesy. He mentioned that the lot sizes proposed are similar to lot

sizes nearby and with AL lots, there is a risk of other uses such as agriculture and farm animals coming close to existing homes.

Mayor Pope expressed he respects personal property rights, but also believes in being a good neighbor and mitigating impacts of property use. He commented his concerns are traffic safety and elevation of housing and impact on sight lines. He mentioned he would not support single family high density.

Mr. Strelo and Mr. Poole confirmed they had sufficient feedback from the City Council.

5.0 REGULAR CALENDAR

5.1 Adopt a Resolution Approving New Employee Position Classifications and Corresponding Salary Ranges (Bryan Montgomery, City Manager)

City Manager Bryan Montgomery presented the staff report.

Vice Mayor Hardcastle requested information on how many employees are managed in Code Enforcement and Recreation.

City Manager Montgomery provided the information. He added that in addition to employees, programs and budgets are managed.

Councilmember Burgis expressed concern that funds will not be available to hire additional staff and that current staff can only do so much.

Mayor Pope inquired what the percentage of separation is between the new and existing positions.

City Manager Montgomery responded that it varies per position, anywhere between 7% and 10% to be consistent with comparable cities.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to adopt the resolution approving the new Employee Position Classifications and corresponding Salary Ranges. Motion carried unanimously and was so ordered.

5.2 Update to the Neighborhood Traffic Management Policy (Kevin Rohani, Public Works Director/City Engineer)

Public Works Director/City Engineer Kevin Rohani responded to previous comments regarding pot holes. He explained that two projects will be bid in early 2015 for road repairs/reconstruction on Main Street from Bridgehead Road to Big Break Road and Big Break Road, Rose Avenue and W. Cypress Road.

Mr. Rohani provided the update and added that staff seeks to work with residents for the best measures to implement.

Councilmember Romick commented that the program appears to be working; people who have used the program seem to be satisfied with results. He suggested placing information regarding the program on a more prominent and intuitive place on the City's website.

Vice Mayor Hardcastle thanked Mr. Rohani for his quick response to residents. He inquired why speed humps costs so much and if City staff could handle them.

Mr. Rohani responded that the going rate for speed humps for all cities has increased and that staff is not equipped to handle them.

Mayor Pope commented that education, enforcement and engineering are the key components to traffic management and the City has these tools with the policy, two new motorcycles purchased by PD for traffic control, and the road design.

Online Comment Forms

None.

Public Comment Cards

Laura Wright commented that she would like the City to take traffic management seriously. She provided numerous examples of areas where speeding has been excessive.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to approve the updated Neighborhood Traffic Management Policy. Motion carried unanimously and was so ordered.

5.3 Adopt a Resolution Amending the Parks and Facilities Usage Policies and Fees (Lindsey Bruno, Recreation Manager)

Recreation Manager Lindsey Bruno presented the staff report.

The City Council discussed the cancellation period for facilities and fields and approved the cancellation periods recommended by staff.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to adopt a resolution amending the Parks and Facilities Usage Policies. Motion carried unanimously and was so ordered.

5.4 Adopt Resolutions Regarding Participation in the CaliforniaFIRST Program and Figtree PACE Program, the California HERO Program; and Corresponding Membership in the California Enterprise Development Authority and in the Western Riverside Council of Governments' California HERO Program (Bryan Montgomery, City Manager)

Online Comment Forms

None.

Public Comment Cards

Jonathan Kevles, representative of CaliforniaFIRST, submitted a comment card to respond to any questions of the City Council.

The City Council had no questions.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to adopt resolutions regarding participation in the CaliforniaFIRST Program and Figtree PACE Program, the California HERO Program; and corresponding membership in the California Enterprise Development Authority and in the Western Riverside Council of Governments' California HERO Program. Motion carried unanimously and was so ordered.

6.0 REPORTS

6.1 CITY MANAGER

City Manager Bryan Montgomery announced the City's holiday decorating contest in which Ace Hardware is donating a \$100 gift certificate to the winner. He also announced the City's Christmas Tree Lighting event to be held Saturday, December 6, beginning at 4pm. He thanked everyone involved with the Oakley Memorial Day event.

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 Comments

Vice Mayor Hardcastle thanked everyone for their work and attendance at the Oakley Veterans Day event and thanked Councilmember Romick and Assistant to the City Manager Nancy Marquez for their work on the Veterans Memorial. He announced he attended the Mayors Conference.

Councilmember Burgis thanked Councilmember Romick for his leadership on the Veterans Memorial monument. She announced a suicide prevention training will occur Thursday at City Hall.

Councilmember Romick thanked everyone who attended the Veterans Day event and who worked on the monument. He announced the Contra Costa Transportation Authority

meeting will be held tomorrow night and provided estimated dates of transportation improvements in Contra Costa County. He wished everyone a Happy Thanksgiving.

Mayor Pope thanked everyone for attending the Veterans Day event and for their work on the monument. He announced the next Fire Board meeting will be held at City Hall on December 1, Brown Bag with the Mayor will be held December 1, the Mayors Conference will be held December 4, the Christmas Tree Lighting event will be held December 6 and the Habitat Conservancy meeting will be held December 8. He announced a City Council seat vacancy and invited residents to apply.

(b) Requests for Future Agendas

None.

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS-None

9.0 ADJOURN

There being no further business, the meeting was adjourned at 8:32 p.m.

Respectfully Submitted,

Libby Vreonis
City Clerk



Agenda Date: 12/09/2014
Agenda Item: 3.2

MEMORANDUM

Date: December 2, 2014

To: Bryan H. Montgomery, City Manager and Executive Director

From: Libby Vreonis, City Clerk and Secretary

Subject: Regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting Dates in 2015

Approved and Forwarded to the
City Council and the Successor
Agency


Bryan H. Montgomery, City Manager
and Executive Director

FOR CONSIDERATION AT THE MEETING TO BE HELD DECEMBER 9, 2014

Summary, Background and Recommendation

The regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency meetings have been scheduled to be held on the second and fourth scheduled to be Tuesdays of each month beginning at 6:30 p.m. The second meetings in July, August, November and December have traditionally been cancelled. Attached is a list of proposed regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency meeting dates for 2015. Staff recommends that the City Council and Successor Agency approve the attached list of proposed regular meeting dates for 2015 or approve alternative dates that would be more suitable.

Fiscal Impact

None.

Attachments

- 1) List of Proposed 2015 Meeting Dates for the Regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meetings;
- 2) City Council Resolution Approving 2015 Meeting Dates for the Regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meetings;
- 3) Successor Agency Resolution Approving 2015 Meeting Dates for the Regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meetings.



**2015 REGULAR CITY COUNCIL/ CITY COUNCIL
ACTING AS THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY MEETING DATES**

Regular Joint City Council/City Council acting as the Successor Agency to the Redevelopment Agency meetings are held on the second and fourth Tuesdays at 6:30 pm in the Council Chambers, located at 3231 Main Street, Oakley, CA. The meeting dates for 2015 are as follows:

January 13	July 14
January 27	(second meeting cancelled)
February 10	August 11
February 24	(second meeting cancelled)
March 10	September 08
March 24	September 22
April 14	October 13
April 28	October 27
May 12	November 10
May 26	(second meeting cancelled)
June 9	December 08
June 23	(second meeting cancelled)

The annual Public Financing Authority Meeting will be held on December 8th.

RESOLUTION NO. _____-14

RESOLUTION OF THE OAKLEY CITY COUNCIL APPROVING 2015 MEETING DATES FOR THE REGULAR JOINT CITY COUNCIL/ CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDVELOPMENT AGENCY MEETINGS

BE IT RESOLVED by the City Council of the City of Oakley that the attached 2015 meeting dates for the Regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meetings are hereby approved.

The foregoing resolution was introduced at a regular meeting of the Oakley City Council held on the 9th day of December 2014, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

SA RESOLUTION NO. _____-14

**RESOLUTION OF THE OAKLEY CITY COUNCIL ACTING AS THE
SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY
APPROVING 2015 MEETING DATES FOR THE REGULAR JOINT CITY
COUNCIL/ CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE
OAKLEY REDVELOPMENT AGENCY MEETINGS**

BE IT RESOLVED by the City Council of the City of Oakley, acting as the Successor Agency to the Oakley Redevelopment Agency, that the attached 2015 meeting dates for the Regular Joint City Council / City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meetings are hereby approved.

The foregoing resolution was introduced at a regular meeting of the Oakley City Council held on the 9th day of December 2014, by Agencymember _____, who moved its adoption, which motion being duly seconded by Agencymember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Chair

ATTEST:

Libby Vreonis, Secretary

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING SECTION 6.1.306 OF THE OAKLEY MUNICIPAL CODE, DEALING WITH TRUCK ROUTES

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

Section 1. Section 6.1.306 of the Oakley Municipal Code is hereby amended to read as follows:

6.1.306 Through Truck Route Established.

a. The streets listed in the schedule below are declared to be through truck routes for the movement of trucks.

b. The City Council determines under the authority of Vehicle Code Sec. 35701(b) that the posting of appropriate signs as "Through Truck Route" is the method of designation which will best serve to give notice of this section. This section is effective when appropriate signs are erected as indicated.

SCHEDULE OF TRUCK ROUTES

<u>Name of Street</u>	<u>Location</u>
Main Street	Highway 160 to Empire Avenue
Empire Avenue	Main Street to Laurel Road
Laurel Road	Highway 4 to Main Street

Section 2. Effective Date and Publication.

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

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on _____, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY REPEALING
CHAPTER 4 OF TITLE 9 OF THE OAKLEY MUNICIPAL CODE, DEALING WITH
INCLUSIONARY HOUSING IN REDEVELOPMENT AREA**

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

Section 1. Chapter 4 of Title 9 of the Oakley Municipal Code is hereby repealed.

Section 2. California Environmental Quality Act (CEQA) Finding.

This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not subject to CEQA.

Section 3. Effective Date and Publication.

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

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on _____, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



STAFF REPORT

Date: December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Paul Abelson, Finance Director
SUBJECT: Development Impact Fee Five Year Report

Approved and Forwarded to City Council:


Bryan Montgomery, City Manager

Background and Analysis

State law allows the City to charge fees to offset impacts associated with new development. Along with requirements related to the amount of the fees, nexus to impacts, and specifications for use of the fees, the Law requires that the City prepare annual and five year reports for each fee program. The annual report must include a fee schedule, beginning and ending fund balances, revenues, expenditures and project information. The five year report must include information showing the fees are being spent timely and include supporting information about each program's projects that support making a number of required findings. Once prepared and made available to the Public, it must also be presented to the City Council. The attached report is the City's Five Year Report for the period ending June 30, 2014 containing the prescribed information for each of the City's Impact Fee Programs.

The attached Five Year Report was prepared in accordance with Government Code sections 66000 et seq. and made available to the public on November 24, 2014. The law requires the report be presented to the City Council at the next regular meeting not less than 15 days after it is made available to the public.

Fiscal Impact

None.

Recommendation

Staff recommends that City Council approve the Resolution accepting the attached Report and making the required findings pursuant to Government Code Sections 66000 et seq.

Attachments

1. Resolution
2. Five Year Report

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING THE FIVE YEAR DEVELOPMENT IMPACT FEE REPORT FOR THE PERIOD ENDING JUNE 30, 2014 AND MAKING REQUIRED FINDINGS AS REQUIRED BY GOVERNMENT CODE SECTIONS 66000 ET SEQ.

WHEREAS, State Law allows Cities to establish development impact fees to mitigate the impacts of new development on growing communities; and

WHEREAS, the City of Oakley did, in 2003, adopt its existing development impact fee programs; and

WHEREAS, Sections 66000 et seq. of the California Government Code contains the provisions defining parameters of development impact fees, as well as reporting and maintenance requirements to ensure the ongoing appropriateness of the fees charged; and

WHEREAS, the attached Five Year Report contains information that meets both the annual and five year reporting requirements described in the Code; and

WHEREAS, State Law also requires that every five years the Council make the following specific findings for each fee program related to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- a) Identify the purpose to which the fee is to be put;
- b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- c) Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements identified in the program;
- d) Designate the approximate dates on which the funding referred to in c) is expected to be deposited into the appropriate account or fund; and

WHEREAS, Staff recommends the City Council accept the attached report and incorporate it herein in order to make the required findings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley accepts the attached Five Year Report, and makes the following required findings for each of the City's Development Impact Fee Programs, incorporating the information from the report into this resolution.

1. The report includes the stated purpose for each fee;
2. The report includes the amount of fees unexpended in each Fund at June 30, 2014 and sufficient detail regarding the expected use of the fees to demonstrate a reasonable relationship between the fee and the purpose for which it is charged;

3. The report includes the sources and amounts of funding anticipated to complete financing of incomplete improvements identified in each program;
4. The report includes the approximate dates on which the funding is expected to be deposited into the appropriate account or fund to finance the incomplete improvements noted.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Oakley held on the 9th day of December 2014 and adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED: _____, MAYOR

ATTEST:

Libby Vreonis, CITY CLERK

**Five Year Report
Development Impact Fees
For the City of Oakley
For Fiscal Year Ending June 30, 2014**

Government Code Sections 66000 et seq. require local agencies to submit annual and five-year reports detailing the status of development impact fees. The annual report must be made available to the public no later than 180 days after the end of the fiscal year, and must be presented to the City Council at least fifteen days after it is made available to the public. The five year report must be made available to the public following the fifth year the fees are collected and each five years thereafter. This report is the City's Five Year Report for the period ended June 30, 2014.

This report includes all of the Annual Report required data, and data that supports the findings required by the Code for the five year period. Below, and on the following pages you will find for each fee program:

1. A brief description of the program.
2. Beginning and ending balances for the year.
3. Amount of fees collected and the interest earned during the year.
4. Total Expenditures for the year.
5. A summary of fund balances and five year test.
6. A detailed list of current year disbursements by project, including the percentages funded by fees, including operating transfers.
7. Information listing the programs' projects expected to be funded with fees that have been collected but unspent, whether committed or not yet committed, including data from the City's most current Capital Improvement Plan.
8. A current schedule of fees.

The fee programs included in this report are the following:

Section A – Traffic Impact Fee Program

Section B – Park Impact Fee Program

Section C – Child Care Facilities Impact Fee Program

Section D - Public Facilities Impact Fee Program

Section E – Fire Facilities Impact Fee Program

Program Descriptions

A. Traffic Impact Fee Program

The Traffic Impact Fee Program was established by the City on incorporation in 1999, and included separate Area of Benefit and Median Island Fees. In 2003, all of these programs were rolled up into a broader Traffic Impact Fee Program. The Program's stated purpose is to finance roadway improvements to reduce the impacts caused by future development in the City. The City accounts for the program in its Traffic Impact Fee Fund.

B. Park Impact Fee Program

In 2003, the City amended its existing Park Impact Fee Program. The stated purpose for the program is to acquire property and develop city parks to reduce the impacts caused by future development in the City. The City accounts for the program in its Park Impact Fee Fund.

C. Child Care Facilities Impact Fee Program

The Child Care Facilities Impact Fee Program was established by the County and subsequently adopted by the City to finance the acquisition, or design, engineering, construction and other costs related to child care facilities in order to reduce the impacts caused by future development in the City. The City accounts for the program in its Child Care Facilities Impact Fee Fund.

D. Public Facilities Impact Fee Program

The Public Facilities Impact Fee Program was established by the City in 2003 to finance the acquisition, or design, engineering, construction and other costs related to the purchase or construction of the Civic Center, Community Center, and Corporation Yard detailed in the resolution establishing the fee. These facilities were identified as necessary to reduce the impacts caused by future development in the City. The City accounts for the program in its Public Facilities Impact Fee Fund.

E. Fire Facilities Impact Fee Program

The Fire Facilities Impact Fee Program was established by the City in 2003 to finance the acquisition, design, engineering, construction, upgrade and or other costs related to

the improved fire facilities in Oakley and Knightsen. Specific projects were identified in the enabling legislation, although subject to revision by the City Council.

Attached Supporting Documentation

The pages following include the supporting documentation required to meet the annual program reporting requirements and to support the Council's ability to make the findings they are required to make for each program as part of this five year report.

The City's Capital Improvement Plan (CIP) is updated annually and provides a longer-term view of the City's plan for public improvements. The Fee Program revenues are budgeted and allocated through the annual CIP and City Budget process. References to CIP project numbers in the attachments have been provided where they are part of the adopted CIP.

TRAFFIC IMPACT FEES

Section A Summary of Annual Activity

Fund Balance 6/30/13	Fee Income 13/14	Interest & Misc Inc 13/14	Expenditures 13/14	Fund Balance 06/30/14
\$ 6,756,570	1,415,372	21,718	3,153,910	\$ 5,039,749 ***

*** Above includes \$681,028 in deferred impact fees receivable from the Successor Agency to the Oakley Redevelopment Agency for a prior housing project. The balance is due on or before December 2063 at variable interest rate.

Section B Summary of Fund Balance

Five Year Revenue Test
Using First In First Out Method

Unspent Funds Representing Ending Fund Balance:	Amount
Revenues Collected from FY 09/10	\$ -
Revenues Collected from FY 10/11	284,983
Revenues Collected from FY 11/12	1,369,792
Revenues Collected from FY 12/13	1,266,857
Revenues Collected from FY 13/14	1,437,090
Total Ending Fund Balance	\$ 4,358,721

Section C Summary of Expenditures

Expenditure Detail:	CIP #	% Complete	% Funded by Fee	Expenditures 13/14	Future Traffic Fee Appropriations 14/15 - 18/19+	Future Add'l Appropriations & Other Funding Sources	Future Funding & Construction
Administrative & Operating Expenditures			100%	\$ 47,989	\$ -		
Main Street Alignment	11	95%	89%	33,102	2,387		
Main Street Median-Bridgehead to Vintage	23	100%	100%	3,133			
Main Street Widening-Hwy 160 to Big Break	69				935,622	Gas Tax, Gen Cap Proj, Main St	
O'Hara Widening- Cypress to Laurel	96	95%	99%	1,588,369	6,734	Gen Capital Project	
Downtown Realignment-Vintage/Norcross	103	100%	99%	462,842			
O'Hara Widening-Carpenter to Vintage	113	100%	85%	288,167			
Laurel Road Widening-O'Hara to Laurel Ballfields	124	25%	59%	721,488	1,570,978		
Traffic Signal Modernization	142				70,000	Gas Tax, Meas J	
Laurel/Rose Signalization	143	25%	100%	8,822	215,726		
East Cypress Road Widening and Median	147	0%	100%		420,000		
Street Repair and Resurfacing	151				150,000	Gas Tax, Meas J, Gen Cap Proj	
Cypress, Big Break, & Rose Pavement Rehabilitation	163				260,000	Grant	
Main Street Resurfacing (Bridgehead to Big Break)	164				1,648,052	Meas J, Gen Cap Proj	
				<u>\$ 3,153,910</u>	<u>\$ 5,279,499</u>		

PARK IMPACT FEES

Section A Summary of Annual Activity

Fund Balance 6/30/13	Fee Income 13/14	Interest & Misc Inc 13/14	Expenditures 13/14	Fund Balance 06/30/14	
\$ (34,418)	\$0	\$533,414	\$18,527	\$ 480,469	***

*** Above includes \$504,914 in deferred impact fees receivable from the Successor Agency to the Oakley Redevelopment Agency for a prior housing project. The balance is due on or before December 2063 at variable interest rate. The deficit Fund Balance is expected to be eliminated from future Fee Revenues.

Section B Summary of Fund Balance

Five Year Revenue Test
Using First In First Out Method

Unspent Funds Representing Ending Fund Balance:	Amount
Revenues Collected from FY 09/10	\$ -
Revenues Collected from FY 10/11	-
Revenues Collected from FY 11/12	-
Revenues Collected from FY 12/13	-
Revenues Collected from FY 13/14	-
Total Ending Fund Balance	\$ -

Section C Summary of Expenditures

Expenditure Detail:	CIP #	% Complete	% Funded by Fee	Expenditures 13/14	Future Park Fee Appropriations 14/15-18/19+	Future Additional Appropriations & Other Funding Sources	Future Funding & Construction
Administrative Fees & Expenses			100%	\$ 3,253			
Marsh Creek Restoration at Creekside Park	116	99%	100%	15,366	\$19		
Crocket Park Restroom Project	146	100%	100%	(92)			
Civic Center Amphitheater Project	150	50%	7%		\$45,000	Main St Fund, Grant	
				<u>\$18,527</u>	<u>\$45,019</u>		

CHILD CARE IMPACT FEES

Section A Summary of Annual Activity

Fund Balance 6/30/13	Fee Income 13/14	Interest & Misc Inc 13/14	Expenditures 13/14	Fund Balance 06/30/14
\$950,613		847	359,648	\$591,812 *

Section B Summary of Fund Balance

Five Year Revenue Test
Using First In First Out Method

Unspent Funds Representing Ending Fund Balance:	Amount
Revenues Collected from FY 09/10 and Prior	\$ 582,079.00
Revenues Collected from FY 10/11	4,607
Revenues Collected from FY 11/12	2,852
Revenues Collected from FY 12/13	1,427
Revenues Collected from FY 13/14	847
Total Ending Fund Balance	\$ 591,812 *

* A \$925,000 grant towards construction of a new child care facility was approved by the City Council in June 2013 and obligated by contract. In the fiscal year 2013-14, \$350,090 was disbursed. The remainder is expected to be disbursed in 14-15 as the grantee meets development related performance requirements.

Section C Summary of Expenditures

Expenditure Detail:	CIP #	% Complete	% Funded by Fee	Expenditures 13/14	Future Child Care Fee Appropriations 14/15 - 18/19+	Future Additional Appropriations & Other Funding Sources	Future Funding & Construction
Administrative Fees			100%	\$9,558			
Grant - New Child Care Facility		40%	100%	\$350,090	575,000		
				\$359,648	\$575,000		

PUBLIC FACILITIES IMPACT FEES

Section A Summary of Annual Activity

Fund Balance 6/30/13	Fee Income 13/14	Interest & Misc Inc 13/14	Expenditures 13/14	Fund Balance 06/30/14
\$64,120	\$513,805	(\$198)	\$586,720	(\$8,993) ***

*** Above includes \$161,613 in deferred impact fees receivable from the Successor Agency to the Oakley Redevelopment Agency for a prior housing project. The balance is due on or before December 2063 at variable interest rate.

Section B Summary of Fund Balance

Five Year Revenue Test
Using First In First Out Method

Unspent Funds Representing Ending Fund Balance:	Amount
Revenues Collected from FY 09/10 and Prior	\$ -
Revenues Collected from FY 10/11	-
Revenues Collected from FY 11/12	-
Revenues Collected from FY 12/13	-
Revenues Collected from FY 13/14	-
Total Ending Fund Balance	\$ -

Section C Summary of Expenditures

Expenditure Detail:	CIP #	% Complete	% Funded by Fee	Expenditures 13/14	Future Public Fac. Fee Appropriations 14/15 - 18/19	Future Additional Appropriations & Other Funding Sources	Future Funding & Construction
Administrative Fees				17,041	TBD		
Transfer to Fund 351 2006 COP Debt Service Fund			100%	\$569,679	\$2,780,575		
				<u>\$586,720</u>	<u>\$2,780,575</u>		

FIRE PROTECTION FACILITIES IMPACT FEES

Section A Summary of Annual Activity

Fund Balance 6/30/13	Fee Income 13/14	Interest & Misc Inc 13/14	Expenditures 13/14	Fund Balance 06/30/14
<u>\$82,737</u>	<u>\$0</u>	<u>\$108</u>	<u>\$1,104</u>	<u>\$81,742 *</u>

* The City continues to hold this balance in order to accumulate an amount sufficient to fund a fire facility project.

Section B Summary of Fund Balance

Five Year Revenue Test
Using First In First Out Method

Unspent Funds Representing Ending Fund Balance:	Amount
Revenues Collected from FY 09/10 and Prior	\$ -
Revenues Collected from FY 10/11	59,517
Revenues Collected from FY 11/12	21,983
Revenues Collected from FY 12/13	134
Revenues Collected from FY 13/14	108
Total Ending Fund Balance	<u>\$ 81,742</u>

Section C Summary of Expenditures

Expenditure Detail:	CIP #	% Complete	% Funded by Fee	Expenditures 13/14	Future Fire Fac. Fee Appropriations 14/15 - 18/19+	Future Additional Appropriations & Other Funding Sources	Future Funding & Construction
Administrative Fees				\$1,104			
				<u>\$1,104</u>	<u>\$0</u>		

City of Oakley Development Impact Fees
Current as of July 1, 2014
(Includes Reduced Impact Fees and Non-Reduced Impact Fees)

Reduced Impact Fees (through June 2015)									
Fee Type	SF / DU	MF / DU	Secondary DU	Commercial / 1,000 SF	Commercial Recreation / 1,000 SF	Bus. Park LD and HD / 1,000 SF	Light Ind. and Utility Energy / 1,000 SF	Age Restricted Senior / DU	Other
Oakley Traffic	\$8,216.20	\$5,012.08	\$2,355.68	\$3,398.02	\$3,398.02	\$5,060.09	\$3,398.02	\$0	\$8,216.20 / peak hour trip
Regional Traffic	\$12,498.33	\$7,672.20	\$3,605.94	\$1,676.60	\$1,676.60	\$1,464.50	\$1,464.50	\$3,572.18	\$20,158.59 / peak hour trip
Park Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	--
Park Improvement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	--
Public Facilities	\$3,068.80	\$2,005.21	\$942.45	\$452.21	\$361.47	\$902.94	\$383.79	\$0	--
General Plan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
So. Oakley Inf.	--	--	--	--	--	--	--	--	\$352 / gross acre
Total	\$23,783.33	\$14,689.49	\$6,904.07	\$5,526.83	\$5,436.09	\$7,427.53	\$5,246.31	\$3,572.18	--

City of Oakley Development Impact Fees

Non-Reduced Impact Fees (Regular Fees)									
Fee Type	SF / DU	MF / DU	Secondary DU	Commercial / 1,000 SF	Commercial Recreation / 1,000 SF	Bus. Park LD and HD / 1,000 SF	Light Ind. and Utility Energy / 1,000 SF	- Age Restricted Senior / DU	Other
Oakley Traffic	\$13,693.66	\$8,353.47	\$3,926.13	\$5,663.37	\$5,663.37	\$8,433.49	\$5,663.37	\$0.00	\$13,693.66 / peak hour trip
Regional Traffic	\$20,158.59	\$12,374.52	\$5,816.02	\$1,676.60	\$1,676.60	\$1,464.50	\$1,464.50	\$5,761.58	\$20,158.59 / peak hour trip
Park Acquisition	\$3,578.67	\$2,338.42	\$1,099.06	\$631.29	\$505.44	\$1,264.61	\$537.92	\$0	--
Park Improvement	\$5,703.05	\$3,726.60	\$1,751.50	\$839.07	\$671.55	\$1,679.62	\$714.17	\$0	--
Public Facilities	\$3,068.80	\$2,005.21	\$942.45	\$452.21	\$361.47	\$902.94	\$538.79	\$0	--
General Plan	--	--	--	--	--	--	--	--	\$300 / gross acre
So. Oakley Inf.	--	--	--	--	--	--	--	--	\$352 / gross acre
Total	\$46,202.77	\$28,798.22	\$13,535.16	\$9,262.54	\$8,878.43	\$13,745.16	\$8,918.75	\$5,761.58	--

Ironhouse Sanitary District: (925) 625-2279
 Diablo Water District: (925) 625-3798
 Oakley Union Elementary School District: (925) 625-0700
 Liberty Union High School District: (925) 634-2166
 Antioch Unified School District: (925) 706-4100




Agenda Date: 12/09/2014
Agenda Item: 3.6

STAFF REPORT

Date: Tuesday, December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

SUBJECT: Award of Contract to Contract Sweeping Services (CSS) for Street Sweeping Maintenance Services for the City of Oakley

Background and Analysis

The City of Oakley is responsible for the street sweeping maintenance of approximately 238 curb miles within the community. These curb miles include, but are not limited to; residential, arterial, collector, median curbs and City owned parking lots. The State of California Clean Water laws require municipalities to clean and sweep their public streets to ensure that trash and debris do not flow from the street into the storm drain system and ultimately to the San Francisco Bay waterways.

The City of Oakley issued a Request for Proposals (RFP) on April 9, 2014 from professional companies who provide street sweeping services to municipalities. After evaluation of the proposals received, the City Council awarded the street sweeping contract to Universal Building Services on May 13, 2014. This firm has been providing street sweeping services for the Oakley community over the past few months under this contract.

City staff was recently notified by Universal Building Services that the company is closing their street sweeping division and would not be able to provide street sweeping services for the City of Oakley after December 31, 2014. It is important that the street sweeping operations continue seamlessly and without interruption. During the Request for Proposals process, the second qualified company was Contract Sweeping Services. Staff contacted Contract Sweeping Services and was informed that they are willing to take over the street sweeping contract for the City of Oakley without any interruptions or cost increases.

Staff has had a meeting with Contract Sweeping Services and has discussed this contract and its details with them, in addition to checking their references. After this review process, staff recommends that the City Council award the street sweeping contract to Contract Sweeping Services.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute the Street Sweeping Maintenance Services Agreement with Contract Sweeping Services in the amount of \$148,824.00 annually, for Fiscal Year 2014/15 and 2015/16. This contract will begin on January 1, 2015.

Recommendation

Staff recommends that the City Council adopt the resolution approving the Street Sweeping Maintenance Services Agreement with Contract Sweeping Services for a two year period and authorizes the City Manager to execute this agreement.

Attachments

1. Street Sweeping Maintenance Services Agreement
2. Proposal from Contract Sweeping Services
3. Resolution

**CONTRACTING SERVICES AGREEMENT BETWEEN THE
CITY OF OAKLEY AND CONTRACT SWEEPING SERVICES, INC.
FOR STREET SWEEPING MAINTENANCE SERVICES**

THIS AGREEMENT for contracted street sweeping maintenance services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Contract Sweeping Services, Inc. (hereinafter referred to as "Contractor") as of January 1, 2015 (the "Effective Date").

Section 1. ATTACHMENTS. The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2016**, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of June 30, 2018.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed **One Hundred Forty Eight Thousand Eight Hundred Twenty Four Dollars (\$148,824.00)** annually as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event

of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

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

2.3 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Extra Work / Non-Contractual Work. Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.

- 2.5 **Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while meeting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 3.1 **Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
- a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
 - b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.
 - c. **Road Maintenance and Construction Projects.** Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. Office Recyclables. If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccrecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance as set forth in Exhibit C against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section; as set forth in Exhibit C and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section and as set forth in Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached and incorporated herein as Exhibit D.

4.1 **Notice of Reduction of Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4.2 **Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.3 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, defend with Counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor will bear all loses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

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

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

Section 6. STATUS OF CONTRACTOR.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and

agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- Immediately terminate the Agreement;
 - Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - Retain a different Contractor to complete the work not finished by Contractor; or
 - Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Contractor's Books and Records. Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.1.1 Dispute Resolution. The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to the Walnut Creek office of JAMS*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the

state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the City Engineer/Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Contractor shall be sent to:

Contract Sweeping Services, Inc.
Attn: Joe and Gina Vella
760 E. Capitol Avenue
Milpitas, CA 95035

Any written notice to City shall be sent to:
City of Oakley
Attn: Kevin Rohani, City Engineer/Public Works Director
3231 Main Street
Oakley, CA 94561

- 10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.13 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and the party will be bound by such signature.

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

CITY OF OAKLEY

CONTRACTOR

Bryan Montgomery, City Manager



Contract Sweeping Services, Inc. Representative

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek Cole, City Attorney

EXHIBIT A

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

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 contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services 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 Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services 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 services are to be performed for each craft or type of work needed to be 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 Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. 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 Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the 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 Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The 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 performance of the services is not paid the general prevailing

per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services 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 the 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 performance of the services.
 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 for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, 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 performance of the services. 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 work 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 Owner 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 Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services 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 Contractor or any subcontractor engaged in performance of the services to employ for the services 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 Contractor 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 B

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

EXHIBIT C

SPECIFIC INSURANCE REQUIREMENTS

MAINTENANCE CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and 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.

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 **\$2,000,000** 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., \$4,000,000)
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. **Professional Liability (if Design/Build)**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
6. **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.

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 GC 20 10, GC 11 85 or both GC 20 10 and GC 20 37 forms 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 that notice will be provided to City in the event that 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 mold 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. **The Worker's Compensation policy 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 38 04 13.

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 REQUIRED INSURANCE



CONTRACT SWEEPING SERVICES

760 E. Capitol Avenue Milpitas CA 95035
800-647-9337 office 408-258-0122 fax

November 20, 2014

Kevin Rohani, P.E.
Public Works Director / City Engineer
3231 Main Street
Oakley, Ca 94561

Rohani@ci.oakley.ca.us
925-625-7003

Dear Kevin,

As discussed, Contract Sweeping Services has collaborated with Universal Building Services to facilitate takeover the current contract agreement. Upon your council's approval, we are confident in our ability to provide a seamless transition of commercial and residential street sweeping, including parking lots within the contract terms. Date of transition would occur effective January 1, 2015.

Contract Sweeping Services is willing accept the assignment per the existing terms and conditions including pricing and budgets in effect.

Sincerely,

Joe Vella
President

Gina Vella
Vice President

Cc: Leonard Brusseau - UBS
Dario DeVincenzi - UBS
Bill Godfrey - UBS

RESOLUTION NO. ____-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH CONTRACT SWEEPING SERVICES FOR THE CITY OF OAKLEY STREET SWEEPING MAINTENANCE SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Oakley put out a Request for Proposals for street sweeping services on April 9, 2014; and

WHEREAS, on May 1, 2014 the City of Oakley received three (3) responsive Bid Proposals; from Universal Building Services; Contract Sweeping Services; and CleanStreet; and

WHEREAS, on May 13, 2014 the City Council awarded the street sweeping contract to Universal Building Services; and

WHEREAS, Universal Building Services has notified the City of Oakley that they are closing their street sweeping operations on December 31, 2014 and terminating their contract for sweeping services; and

WHEREAS, Contract Sweeping Services has submitted qualification statements for this service and has agreed to take over the existing contracts that are being terminated as result of the closing of operations by Universal Building Services; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Street Sweeping Maintenance Services Agreement with Contract Sweeping Services for an amount not to exceed \$148,824.00 annually for Fiscal Year 2014/15 and 2015/16 is hereby approved, and the City Manager is authorized to execute said agreement. A copy of the Agreement is attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of December, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

,Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



Agenda Date: 12/09/2014

Agenda Item: 3.7

STAFF REPORT

Date: Tuesday, December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

SUBJECT: Adoption of Resolution Authorizing Application for Tire-Derived Product Grant Funds

Background and Analysis

The City of Oakley is eligible to apply for grant funding from the Department of Resources, Recycling and Recovery (CalRecycle).

The Parks Division wishes to seek CalRecycle Tire-Derived product grants to purchase and install "rubber bark" for the Holly Creek Park playground to replace the current used Fi-bar shredded wood chips. The shredded bark compresses and dissipates each year and requires annual replenishment. The rubber bark provides a superior fall surface and only slightly compresses and dissipates. Installing the rubber bark will reduce maintenance costs (in a landscape zone that is highly underfunded), and will increase safety.

The product is considered environmentally friendly and has a minimum ten (10) year life. Eliminating the annual need for replacement bark will save approximate \$3,000-\$5,000 each year in materials and labor costs.

The proposed project would also showcase to the community the importance of recycling by using 100 percent California recycled tire-derived materials.

Fiscal Impact

There is no immediate budget/financial impact to the policy decision. If awarded a grant, the grant amount will fully reimburse the cost to purchase and deliver new recycled rubber bark for the playground at Holly Creek Park.

Staff Recommendation

Staff recommends that the City Council adopt the attached five-year resolution authorizing the City Manager to apply for Tire Derived Product Grant funds for fiscal years 2014-2015 through 2019-2020.

Attachments

1) Resolution

RESOLUTION NO. __-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE
GRANTS FOR WHICH THE CITY OF OAKLEY IS ELIGIBLE**

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Oakley is eligible; and

BE IT FURTHER RESOLVED that the City Manager, is hereby authorized and empowered to execute in the name of the City of Oakley all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and that these authorizations are effective for a period less than five years from fiscal years 2014/2015 through 2019/2020.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of December, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

Mayor

Libby Vreonis, City Clerk

Date



STAFF REPORT

Date: Tuesday, December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

SUBJECT: Acceptance of work associated with CIP Project No. 124 – Laurel Road Widening Project (O'Hara Avenue to Rose Avenue)

Introduction

The City's adopted FY 2014/15 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement 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.

Background and Analysis

Capital Improvement Project No. 124 widened the north side of Laurel Road to a divided roadway with bike lanes from O'Hara Avenue to Rose Avenue. Along with the road widening, the project included retaining walls, curb, gutter, and sidewalk, as well as the installation of irrigation and landscaping in the median and planter areas. The underground utility construction included the installation of new water, sewer, and storm drain lines. L.E.D. street lighting was installed along the north side of the road as well as new striping and signage. This project constructed a new intersection at Laurel Road and Cloverbrook Avenue, which is also the entrance to Laurel Ballfields and the new Rosewood Subdivision.

Summary

Early in the design phase of this project, staff discussed the project with Discovery Builders, Inc. who owns the property at the corner of Laurel Road and Rose Avenue. As a condition of the private development project, Discovery Builders, Inc. would have to dedicate the right of way along their frontage of Laurel Road, and construct these improvements. Since the City of Oakley was going to widen the road prior to the development of the property, Discovery Builders, Inc. dedicated the frontage right of way to the City. It was agreed that the City would construct the full roadway improvements on Laurel Road and that Discovery Builders, Inc. would pay their portion of the frontage improvements along the Rosewood Subdivision.

The overhead and underground utilities consisted of relocating existing PG&E poles, construction of a new storm drain system, water main construction, and sanitary sewer line extensions. Staff worked thoroughly with PG&E, Diablo Water District, and

Ironhouse Sanitary District to coordinate all necessary tasks to complete all of the underground and overhead related utility work.

During the roadway excavation operations, the construction team discovered a previously unknown gas line running through the middle of the roadway. After much investigation and outreach, it was determined that this gas line belonged to Calpine Corporation. This gas line was at a depth only slightly below the roadway base. The construction team worked diligently with staff from Calpine Corporation to come up with a solution to address the clearance between the gas line and the roadway base, which was addressed by constructing a concrete cap on top of the gas line. Calpine Corporation paid for the construction of the concrete cap, and the project moved forward without delays.

After the grading and completion of underground work, installation of the retaining walls, curb, gutter, sidewalks, and driveways commenced. The final phase of this project was the street light installation and landscaping, followed by the signing and striping. Staff continued their coordination efforts with the contractor to ensure this phase of the work was performed successfully.

The collaborative effort by the property owners and staff resulted in a better project and reduced some of the inconveniences that can result from a major construction project. The successful completion of this project also adds a new asset to the City of Oakley public infrastructure system.

Fiscal Impact

This construction contract awarded by the City Council was for \$2,273,691.50 with the contingency amount of \$250,000, bringing the total authorized budget to \$2,523,691.50. This construction contract was successfully completed under the authorized budget for \$2,393,527.85.

Pursuant to the contract documents, 5% of the accrued costs were withheld from the amount paid to the contractor. These funds are called "retention", and are held until the end of the project to ensure that the contractor completes the project in a timely manner. Approval of this item will authorize the release of the retention payment to the contractor. The retention was already budgeted as part of the contract and change order approvals, so there is no additional fiscal impact associated with this action.

Recommendation

Staff recommends that the City Council Adopt the Resolution accepting CIP Project No. 124 – Laurel Road Widening (O'Hara Avenue to Rose Avenue) as constructed by DSS Company dba Knife River Construction, Inc. to be complete, and to direct the City Clerk to file a Notice of Completion for the project with the County Recorder.

Attachments

- 1) Resolution
- 2) Notice of Completion

RESOLUTION NO. __-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING AS COMPLETE THE WORK PERFORMED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, INC. FOR CIP PROJECT NO. 124 – LAUREL ROAD WIDENING PROJECT (O’HARA AVENUE TO ROSE AVENUE)

WHEREAS, Mark Thomas and Company, Inc. prepared plans, special provisions, and cost estimates related to CIP Project Nos. 124 – Laurel Road Widening Project (O’Hara Avenue to Rose); and

WHEREAS, on March 25, 2014, by adopting Resolution No. 18-14, the City Council awarded a construction contract to DSS Company dba Knife River Construction, Inc. for the construction of CIP No. 124 – Laurel Road Widening Project (O’Hara Avenue to Rose Avenue). DSS Company, dba Knife River Construction, Inc. submitted the lowest responsive base bid in the amount of \$2,273,691.50; and

WHEREAS, the final invoiced amount including approved change orders is \$2,393,527.85; all under the authorized budget; and

WHEREAS, DSS Company dba Knife River Construction, Inc. has satisfied the contractual requirements necessary for the acceptance of CIP No. 124 as complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that CIP Project No. 124 – Laurel Road Widening Project (O’Hara Avenue to Rose Avenue) is hereby accepted as complete.

BE IT FURTHER RESOLVED AND ORDERED, that the City Clerk is hereby directed to file a Notice of Completion for CIP No. 124 with the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of December, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

PURSUANT TO GOVERNMENT
CODE §6103 NO FEE IS REQUIRED
FOR THE RECORDATION OF THIS
DOCUMENT

WHEN RECORDED MAIL TO:

City Clerk
City Of Oakley
3231 Main Street
Oakley, Ca 94561

RECORDING REQUESTED BY:

City Of Oakley
3231 Main Street
Oakley, Ca 94561

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

CIP 124 – Laurel Road Widening (O'Hara Avenue to Rose Avenue)

NOTICE IS HEREBY GIVEN THAT:

The CITY OF OAKLEY, a political subdivision of the State of California, did, on March 25, 2014, enter into an agreement with DSS Company dba Knife River Construction, Inc. for construction of Capital Improvement Program Project Number 124 – Laurel Road Widening (O'Hara Avenue to Rose Avenue).

The work described in the contract documents was to furnish all material, labor, and equipment necessary to complete CIP No. 124 – Laurel Road Widening (O'Hara Avenue to Rose Avenue).

On December 9, 2014 said contract, as a whole was completed and the work was accepted by the City Council of the City of Oakley.

I hereby certify under penalty of perjury that the facts set forth in the foregoing Notice of Completion are true and correct.

Executed at Oakley, Contra Costa County, State of California, on December 9, 2014.

By: _____
Libby Vreonis, City Clerk
City of Oakley, California



STAFF REPORT

Date: Tuesday, December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

SUBJECT: Approve Amendment Number 2 to the Agreement with LJ Consultants, Inc. for Construction Management Services associated with CIP 124 - Laurel Road Widening Project (O'Hara Avenue to Rose Avenue)

Introduction

The City's adopted FY 2014/15 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement 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.

Background and Analysis

On December 10, 2013, the City Council adopted Resolution 102-13, which approved an agreement with LJ Consultants, Inc. to provide construction management and inspection services during the construction of this project. The original contract amount was \$179,455.00. On April 9, 2014, at the beginning of the project, an amendment to the contract was executed. This amendment increased the contract amount by \$12,075.00 to cover the cost of three items not included in the original contract scope of work. These costs brought the contract amount to \$191,530.00.

The items were:

- Preparation of a Storm Water Pollution Prevention Plan
- Rental charges for an on-site construction trailer
- Charges for electrical service for the construction trailer

During the summer months as construction was underway, and in order to keep the progress of the project moving forward; LJ Consultants, Inc. was asked by staff to perform additional services as outlined below at total cost of \$4,000:

- Preparation of a revised Traffic Handling Plan which would reduce overall construction costs by reducing the amount of concrete k-rail needed for the project
- Preparation of the annual report associated with the Storm Water Pollution Prevention Plan for submittal to the Regional Water Quality Control Board

- Preparation of the Notice of Termination also associated with the Storm Water Pollution Prevention Plan for submittal to the Regional Water Quality Control Board

The construction of the project was proceeding according to the plans and schedule and moving towards the completion phase. During the final grading and paving operations, a previously unknown gas line was discovered under Laurel Road which was at a depth that created conflict with the new roadway base construction. The construction team investigated the existence of this gas line to determine ownership. After much outreach and research, Calpine Corporation claimed ownership of the gas line. The construction operations came to a stop until a solution to the conflict with the gas line was determined. LJ Consultants, Inc. worked diligently representing the City of Oakley in dealing with Calpine Corporation to make sure the interests of the City were protected.

It was finally determined that the best and most economical solution was to construct a concrete cap on top of the gas line before the construction work could resume. The cost for the construction of the concrete cap was approximately \$46,000. Calpine Corporation initially claimed that the City of Oakley should pay for this work. This proposal was rejected by staff. After extensive discussion and negotiations between the construction team and Calpine Corporation, it was agreed upon that Calpine Corporation would pay for the cost of construction of the concrete cap on the gas line. Subsequently, this work was completed, and the City received a check from Calpine Corporation for \$46,000. LJ Consultants, Inc. played a key role in these negotiations, and the final solution that was in the best interest of the City of Oakley.

Approximately three additional weeks were needed to resolve the gas line issue. These extra work days resulted in additional labor charges by LJ Consultants, Inc. (\$15,245.00), potential additional costs to complete the close-out of the project (are estimated at \$23,070.00); as well as additional construction trailer rental charges (\$750.00). The total cost for these items is \$39,065.00, in addition to the \$4,000 of extra work performed over the summer months; brings the total of Contract Amendment Number 2 to \$43,065.00.

This project was successfully completed despite various challenges that were encountered during the construction work. The construction team lead by LJ Consultants, Inc. did a great job to complete the construction of this project nearly \$100,000 under the approved budget.

Fiscal Impact

Approval of this resolution authorizes the City Manager to execute the contract amendment with LJ Consultants, Inc. for a total amount not to exceed \$234,595.00.

Recommendation

Staff recommends that the City Council adopt the resolution approving Contract Amendment Number 2 to the agreement with LJ Consultants, Inc., for an amount not

to exceed \$43,065.00, resulting in a total contract amount of \$234,595.00 and authorizing the City Manager to execute said amendment.

Attachments

- 1) Resolution
- 2) Contract Amendment Number 2

RESOLUTION NO. ___-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, APPROVING CONTRACT AMENDMENT NUMBER 2 TO THE AGREEMENT WITH LJ CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RELATED TO CAPITAL IMPROVEMENT PROJECT CIP 124 – LAUREL ROAD WIDENING (O’HARA AVE TO ROSE AVE)

WHEREAS, as part of the Fiscal Year 2014/15 Budget, the City of Oakley approved a Capital improvement Program (CIP); and

WHEREAS, CIP Project No. 124 is a project to widen and improve Laurel Road between O’Hara Avenue and Rose Avenue, and

WHEREAS, on December 10, 2013, the Oakley City Council adopted Resolution 102-13 approving an agreement with LJ Consultants, Inc. (LJ Consultants) for construction management and inspection services associated with CIP Project No. 124; and

WHEREAS, changes and unforeseen circumstances encountered during construction necessitated additional services be provided by LJ Consultants; and

WHEREAS, LJ Consultants has submitted a change order request for the additional costs incurred for the additional work for an amount not to exceed \$43,065.00, resulting in a total contract amount not to exceed amount of \$234,595.00.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that Contract Amendment Number 2 to the agreement with LJ Consultants for CIP No. 124 is hereby approved in the form attached hereto as Exhibit A and the City Manager is authorized to execute said amendment.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of December 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

AMENDMENT NUMBER 2 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND LJ CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES ASSOCIATES WITH CIP 124 – LAUREL ROAD WIDENING (O'HARA AVE TO ROSE AVE)

This Amendment is entered into by and between the City of Oakley, a municipal corporation (hereinafter referred to as "City"), and LJ CONSULTANTS, INC., a California Corporation (hereinafter referred to as "Consultant"), effective as of the 9th day of December, 2014.

RECITALS

- A. On December 10, 2013, City and Consultant executed an Agreement for Construction Management and Inspection Services (hereinafter referred to as the "Agreement") related to the Laurel Road Widening Project – CIP 124 (O'Hara Ave to Rose Ave); and, on April 9, 2014, City and Consultant executed Amendment Number 1 to Agreement for some additional services for a total not to exceed amount of \$12,075.00, increasing the total contract amount to \$191,530.00; and,
- B. City and Consultant now desire that the following amendments be made to the Consultant's services to include:
1. Consultant preparing a revised Traffic Handling Plan
 2. Consultant preparing the Annual Report related to the approved SWPPP;
 3. Consultant preparing the Notice of Termination also related to the SWPPP;
 4. Additional work performed by Consultant related to discovery of the shallow CPN Pipeline;
 5. Additional worked performed by Consultant related to close-out of the project;
 6. Additional rent charges for construction trailer; and,
- C. City and Consultant now wish to amend the Agreement to amend the scope of services and include appropriate payment provisions for the additional services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, City and Consultant mutually agree and covenant as follows:

1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
2. The Agreement is hereby amended as follows:
 - a. Section 2 is amended to read: "**COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed TWO HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS AND NO CENTS (\$234,595.00)"
3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attestation by its City Clerk as authorized by the City's Purchasing Ordinance and the parties have caused this Amendment to be executed in duplicate.

City

City of Oakley, a municipal corporation

Consultant

LJ CONSULTANTS, INC., a California Corporation

By: _____
Bryan H. Montgomery, City Manager

By: *Jason G. - PRINCIPAL*
Name, Title

ATTEST:

Libby Vreonis, City Clerk

APPROVED AS TO FORM:

Derek P. Cole, City Attorney



STAFF REPORT

Date: Tuesday, December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer
SUBJECT: Two Resolutions Initiating Community Facilities District 2015-1
(Emerson Ranch Maintenance)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On September 14, 2010, the City Council approved Resolution 107-10 to subdivide the Emerson Ranch property into 567 single family parcels and one 22.88 acre commercial parcel through Vesting Tentative Map 9032. In 2013 Resolution 35-13 approved an amendment to the Emerson Ranch Final Development Plan to make minor modifications to the internal street circulation, park configuration, and lot sizes.

The Emerson Ranch property is located on the northwest corner of East Cypress Road and Sellers Avenue. Emerson Ranch, when completed, will include a new 5 acre public park, street lighting, a stormwater detention basin, trails, and roadside and median landscaping. This development will require a financing mechanism to fund the annual operation and maintenance costs of these facilities.

The Mello-Roos Community Facilities Act of 1982 allows for the formation of a Community Facilities District (CFD) to fund the operation and maintenance services of the above referenced facilities through a levy of an annual special tax. This CFD will take the place of a typical Landscape and Lighting Assessment District (LLAD) which the City has formed in the past for providing similar services. The purpose for forming a CFD and not a LLAD is that the CFD Act allows for the maintenance of all of the facilities described above and the LLAD Act allows for the maintenance of all of the facilities described above except stormwater detention facilities.

On December 1, 2014, the City received a petition from Brookfield Homes requesting the establishment of a CFD. The City is required to consider the formation of the CFD if a petition is filed with the City Clerk. The petition is attached for Council's reference.

Local Goals & Policies

Under the Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act), a local agency may initiate proceedings to establish a Community Facilities District only if it has first considered and adopted "local goals and policies concerning the use" of the Mello-Roos Act. The policies at a minimum shall include the following information:

- 1) A statement of the priority that various kinds of public facilities and services shall have for financing through the use of the Mello-Roos Act, including public facilities to be owned and operated by other public agencies, including school districts, and services to be provided by other public agencies.
- 2) A statement concerning the credit quality to be required of bond issues, including criteria to be used in evaluating the credit quality.
- 3) A statement concerning steps to be taken to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under the Mello-Roos Act.
- 4) A statement concerning criteria for evaluating the equity of tax allocation formulas, and concerning desirable and maximum amounts of special tax to be levied against any parcel pursuant to the Mello-Roos Act.
- 5) A statement of definitions, standards, and assumptions to be used in appraisals required by the Mello-Roos Act.

On September 19, 2005, the City adopted Resolution No. 97-05 which established the "City of Oakley's Statement of Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982". Since September 19, 2005, Section 53312.7 of the Mello-Roos Act, which establishes the local goals and policies requirement, has been amended. The wording shown below in bold italics has been added to Section 53312.7 of the Mello-Roos Act:

Section 53312.7. On and after January 1, 1994, a local agency may initiate proceedings to establish a district pursuant to this chapter only if it has first considered and adopted local goals and policies concerning the use of this chapter. The policies shall include at least the following:

- (1) A statement of the priority that various kinds of public facilities ***and services*** shall have for financing through the use of this chapter, including public facilities to be owned and operated by other public agencies, including school districts, ***and services to be provided by other public agencies***.....

The City's existing local goals and policies do not address the priority of use of CFD financing for facilities to be owned by other public agencies or services to be provided by other public agencies. The proposed changes to the District's goals and policies would establish a general priority for financing facilities to be owned by the City and services to be provided by the City. The existing local goals and policies are also being amended, where appropriate, to reflect current best practices. In the future, if it is determined that the proposed "Amended and Restated Local Goals and Policies and Appraisal Standards Concerning Use of Mello-Roos Community Facilities Act of 1982" need to be further amended, the Council has the authority to amend them.

Resolution of Intention

The attached Resolution of Intention to Establish Community Facilities District includes a description of the services proposed to be included in the CFD, as well as

a description of the rate and method of apportionment of the special tax. Services in general include on-going maintenance, operation, monitoring, and replacement of neighborhood parks, community parks, regional parks, street lighting, landscaping, stormwater detention facilities, and all administrative actions necessary for the operation and maintenance of the CFD. Based on an estimate of the costs to be incurred by the City of Oakley for providing the services for the CFD, the maximum combined annual special tax for Fiscal Year 2014-15 was designated at \$1,291.00 per residential parcel. A breakdown of the maximum annual special tax by service category is show in the attached Exhibit "B" (Rate & Method of Apportionment of Special Tax). The funds collected and used for services associated with the CFD will be tracked and can only be used for the services described in Exhibit "A" (Description of Services). An annual evaluation will be conducted to determine if adjustments to the applied special tax rate are required. As specified in the rate and method of apportionment of special tax, annual increases in the maximum special tax are limited to the prior year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) with minimum annual increase of 3% and a maximum annual increase of 5% over the previous year's maximum special tax.

The process for the establishment of the CFD No. will be as follows:

- | | |
|--------------|---|
| Dec 9, 2014 | City Council considers amended and restated Local Goals and Policies and Appraisal Standards |
| Dec 9, 2014 | City Council considers Resolution of Intention to Establish Community Facilities District and sets the time, date and place for the Public Hearing |
| Dec 10, 2014 | City Clerk records Boundary Map with County Recorder's Office no later than December 24, 2014 (within 15 days of the adoption of the Resolution of Intention) |
| Dec 20, 2014 | Election materials are sent to the Emerson Ranch property owner |
| Jan 6, 2015 | City Clerk publishes Notice of Public Hearing (at least once a minimum of 7 days prior to the Public Hearing) |
| Jan 8, 2015 | Community Facilities District Report filed with the City Clerk (in advance of Public Hearing) |
| Jan 13, 2015 | City Council holds Public Hearing (at least 30, but not more than 60 days after adoption of the Resolution of Intention) and considers the following actions: <ul style="list-style-type: none">• Adopt Resolution of Formation of Community Facilities District; |

- Adopt Resolution Calling for Special Landowner Election for Community Facilities District;
- Conduct Election;
- Adopt Resolution Confirming Results of Election and Directing Recording of Notice of Special Tax Lien; and
- First Reading of Ordinance Ordering the Levy of Special Taxes within Community Facilities District.

Jan 20, 2015 City Clerk files the Notice of Special Tax Lien with the County Recorder's Office – no later than Jan 28th (must be completed within 15 days of the adoption of the Resolution Confirming Results of Election and Directing the Recordation of the Notice of Special Tax Lien)

Jan 27, 2015 City Council takes Second Reading of Ordinance Ordering Levy of Special Taxes within CFD No. 2015-1

Jan 28, 2015 Publication of Ordinance (within 15 days after the passage of ordinance)

July 1, 2015 Special Tax to be levied on parcels with the CFD for Fiscal Year 2015/16

Dec 10, 2015 City of Oakley receives first portion of Special Taxes levied for Fiscal Year 2015/16

Fiscal Impact

The Emerson Ranch Development will have increased levels of maintenance of neighborhood parks, community Parks, regional parks, street lighting, landscaping, and stormwater detention facilities over what is generally covered by basic City services. In order to maintain these items at an increased level, a financing mechanism is required. CFD No. 2015-1 will create a Special Tax to pay for these services.

The CFD special tax will be levied annually to fund the maintenance of the above services.

Costs for the formation of the CFD are paid for by the applicant.

Recommendation

Staff recommends that the City Council adopt the Resolution Approving Local Goals & Policies and the Resolution of Intention to Establish the CFD, and setting January 13, 2015 at 6:30 p.m., or as soon thereafter as possible, as the time and date for the Public Hearing for the formation of CFD No. 2015-1.

Attachments

- 1) Petition
- 2) Resolution Approving Goals & Policies, Local Goals & Policies for Community Facilities Districts;
 - a. Exhibit A – Local Goals & Policies
- 3) Resolution Intention to Establish CFD
 - a. Exhibit A – Description of Services and Facilities;
 - b. Exhibit B – Rate and Method of Apportionment
- 4) Proposed Boundary Map.

**CITY OF OAKLEY
Community Facilities District No. 2015-1
(Emerson Ranch Maintenance)**

**PETITION
(With Waivers)**

**To Create a Community Facilities District
and Related Matters**

_____, 2014

To The Honorable City Council
City of Oakley
3231 Main Street
Oakley, CA 94561

Members of the City Council:

This is a petition to create a Community Facilities District and related matters under the Mello-Roos Community Facilities Act of 1982 (the "Act") and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The Petitioner warrants to the City that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s).

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Act to create a Community Facilities District to be designated "City of Oakley Community Facilities District No. 2015-1 (Emerson Ranch Maintenance)" (the "Community Facilities District") to levy special taxes in the Community Facilities District.

3. Boundaries. This Petition asks that the territory to be included in the boundaries of the Community Facilities District consist of that shown on a map of the proposed boundaries of the Community Facilities District filed with the City Clerk of the City and which map is hereby made a part hereof and which map includes the Property.

4. Purpose. This Petition asks that the Community Facilities District be created and that the special taxes be levied to finance all or a part of the public services (the "Services") shown in Exhibit A attached hereto and made a part hereof.

5. Special Tax. The Petitioner agrees that the City will, subject to the approval of the Petitioner in the proceedings for the Community Facilities District, be authorized to levy a Special Tax in the Community Facilities District to pay for the Services, subject to the completion of all proceedings by the City under the Act.

6. **Election.** The Petitioner asks that the special property-owner election to be held under the Act to authorize the Special Tax and to establish any appropriations limits for the Community Facilities District be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing on the Community Facilities District under the Act or as soon thereafter as possible.

7. **Waivers.** To expedite the completion of the proceedings for the Community Facilities District, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the Community Facilities District, notices of election, applicable waiting periods under the Act for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived.

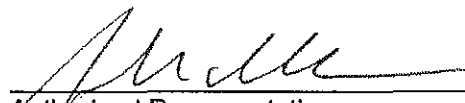
8. **Authority Warranted.** The Petitioner warrants to the City that the presentation of this Petition, any waivers contained herein, casting of ballots at the property owner election and other actions mandated by the City for the formation of the Community Facilities District shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Petitioner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Petitioner agrees, at its expense, to supply to the City current title evidence so that the City may supply any notice and ballot required under the Act for the establishment of the Community Facilities District.

9. **Due-Diligence and Disclosures.** The Petitioner agrees to cooperate with the City, its attorneys and consultants and to provide all information and disclosures required by the City about the Special Tax to purchasers of the Property or any part of it.

10. **Agreements.** The Petitioner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions under this Petition, including any amount of cash deposit required to pay for the City's costs in establishing the Community Facilities District. Petitioner agrees that this Petition shall not be considered as filed with the City for purposes of commencing proceedings for the Community Facilities District under the Act unless and until deemed filed by the City in its absolute discretion.

The Petitioner (record owner) is:

Brookfield Emerson Land LLC, a Delaware
limited liability company



Authorized Representative
Josh Roden

Address:
500 La Gonda Way, Suite 100
Danville, CA 94526

EXHIBIT A

CITY OF OAKLEY Community Facilities District No. 2015-1 (Emerson Ranch Maintenance)

DESCRIPTION OF SERVICES

The captioned Community Facilities District will finance, in whole or in part, the following services ("services" shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs, expenses and related reserves for replacement of vehicles, equipment and facilities:

Neighborhood Parks & Street Lighting

Maintenance, including servicing, repair, replacement and removal of neighborhood parks (includes park amenities such as playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Maintenance, including servicing, repair, replacement and removal of street lights (includes poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts, pedestals and metering devices, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric and other utility costs.

Community Parks

Maintenance, including servicing, repair, replacement and removal of community parks (includes park amenities such as buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Neighborhood Landscaping

Maintenance, including servicing, repair, replacement and removal of parkways, landscape setbacks, landscaped roadway medians, open space, environmental preserves (including performance and management of environmental mitigation monitoring and annual reporting), publicly-owned masonry walls, fences, monuments and features, trails, bike paths, etc., both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Regional Parks

Maintenance, including servicing, repair, replacement and removal of regional parks (includes park amenities such as buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Stormwater

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory fees, environmental mitigation monitoring, annual reporting, vegetation management, removal of silt, sediment, trash and debris from the drainage areas, bio-retention basins and City catch basins, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

In addition, the following costs will also be financed by the special taxes levied within the CFD and be allocated to each improvement described above based upon their pro-rata share of needed administrative costs, operating reserves and capital reserves, and actual or estimated delinquencies.

1. Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the special taxes upon the general tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City;
2. Any amounts needed for operating reserves and capital reserves; and
3. Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

EXHIBIT B

**CITY OF OAKLEY
Community Facilities District No. 2015-1
(Emerson Ranch Maintenance)**

ASSESSORS PARCEL NUMBERS

037-192-026
(140.25 acres)

RESOLUTION NO. __-14

A RESOLUTION APPROVING THE CITY OF OAKLEY AMENDED GOALS AND POLICIES CONCERNING USE OF MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

WHEREAS, RESOLVED by the City Council (the "Council") of the City of Oakley (the "City"), County of Contra Costa, State of California, that:

1. **Authority.** This Council is intending to consider the conduct of proceedings under the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311 of Part 1, Division 2, Title 5 of the California Government Code) (the "Act").

2. **Goals and Policies.** The City may initiate proceedings to establish a community facilities district under the Act (a "CFD") only if it has first considered and adopted local goals and policies (the "Goals and Policies").

3. **Approval.** The City Council previously approved Goals and Policies for the City by Resolution No. 97-05 on September 19, 2005. Because of changes in the Act, it is necessary for the City to amend its Goals and Policies.

WHEREAS, the amended Goals and Policies on file with the City Clerk are hereby found to meet the requirements of the Act and are hereby adopted by this Council for purposes of compliance with the Act, subject to further amendment by this Council as may be required from time to time.

4. **Effective Date.** This resolution and the Goals and Policies shall be effective from and after the date of the adoption of this resolution by this Council.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Oakley, State of California, on this 9th day of December 2014, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTENTIONS:

APPROVED:

Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

EXHIBIT A

CITY OF OAKLEY

AMENDED AND RESTATED LOCAL GOALS AND POLICIES AND APPRAISAL STANDARDS CONCERNING USE OF MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

The City Council (the "Council") of the City of Oakley, California (the "City") hereby adopts the following in compliance with Section 53312.7 and 53345.8 of the Community Facilities Act of 1982 (the "Act").

General Policy Respecting Use of the Act

As a matter of general policy, the City will utilize the Act for purposes of (1) acquiring and constructing and providing financing for all or a prescribed portion of the cost and expense of public capital improvements ("facilities") to be owned by the City or other public agencies or regulated public utility companies and which serve a public purpose for the City and its inhabitants and (2) financing all or a prescribed portion of the estimated cost and expense of maintaining and operating such facilities and/or providing services as permitted by the Act.

Priorities for Use of Act

Reserving the right to make exceptions when circumstances warrant, the City establishes the following priority for use of the Act. In general, the City will prioritize facilities to be owned and operated by the City, and services to be provided by the City.

Facilities.

1. Facilities which provide a community-wide benefit to all inhabitants of the City.
2. Facilities needed to serve a community plan or specific plan area that is currently deficient in off-site infrastructure needed to develop the area as planned, *i.e.* "backbone" infrastructure to support already approved community plan or specific plan areas.
3. Other facilities for which there is a clearly demonstrated public benefit but which benefit is likely to be greater to specific sub-areas of the City rather than community-wide.
4. Other facilities permitted by the Act.

Services.

1. The cost and expense of maintaining and operating any of the foregoing facilities.
2. The cost of services (including environmental mitigation monitoring programs) permitted to be paid for from special taxes under the Act.

Required Credit Quality

Value-to-Lien Ratio. All bond issues should have at least a three to one property value to public lien ratio after calculating the value of the financed public improvements to be installed, unless otherwise specifically approved by the City Council as provided in Section 53345.8(b) or (c) of the Act. Property value may be based on either an appraisal or on assessed values as indicated on the county assessor's tax roll. The public lien amount shall include the bond issue currently being sold plus any public indebtedness secured by a lien on the properties to be taxed.

Entitlement Status. Except as otherwise approved by the City Council, the City will require all major land use approvals and governmental permits necessary for development of land in the proposed community facilities district to be substantially in place before bonds may be issued.

Reserve Fund. Except as permitted by the City Council, a debt service reserve fund will be required for bond issues.

Credit Enhancement. The City Council may require credit enhancement to be provided by a property owner proponent of a community facilities district if it determines there is an unusual credit risk related to the proposed bonds.

Suitability. The City will require that bond financings be structured so that bonds are purchased and owned by suitable investors.

Disclosure to Property Purchasers

The Council finds that the statutory requirements of disclosure to property purchasers contained in the Act, most notably, but not limited to, Sections 53328.3, 53328.5 (including the referenced sections of the California Streets and Highways Code), 53340.2 and 53341.5 adequately address this need, and no additional procedures need be imposed by the City. The Council reserves the right to require additional disclosure procedures in any particular case.

Requirements for Special Tax Formulas

The proposed amount and apportionment of the special tax for each community facilities district ("CFD") shall comply with the following criteria:

1. The special tax formula shall be structured to produce sufficient annual special tax revenue to pay:
 - (a) annual debt service on special tax bonds which have been issued, if any;
 - (b) amounts needed to replenish any reserve funds for such bonds;
 - (c) reasonable annual administrative expenses of the City in the administration of the special taxes and the bonds, if any, of the CFD, including without limitation fees and expenses of trustees, fiscal agents, special tax consultants, arbitrage rebate compliance consultants, arbitrage rebate payments, and any incidental expenses related thereto; and

- (d) the cost of any maintenance, services and "pay as you go" programs funded by the CFD special tax.
- 2. There shall be a backup special tax to protect against unforeseen contingencies, including but not limited to unusual levels of delinquency in the payment of the special tax.
- 3. The rate and method of apportionment may provide for an annual increase in the maximum special tax to be levied on residential properties for facilities not to exceed two percent (2%) annually and shall provide for prepayment and discharge of that portion of the special tax obligation on any residential properties pertaining to debt service on special tax bonds, if any.

Any other special tax may escalate at a rate determined by the City Council and the City Council may provide that it is not subject to prepayment.

- 4. The total projected annual special tax revenues, less estimated annual administrative expenses, maintenance, services and pay-as-you-go program costs, shall be at least equal to the projected annual gross debt service on outstanding special tax bonds, if any.
- 5. All property within the CFD not otherwise statutorily exempted or owned (or to be owned) by a public entity and to be benefited shall bear its appropriate share of the special tax liability, as determined in the rate and method of apportionment of special taxes for the CFD.
- 6. The special tax shall be allocated and apportioned on the basis of reasonableness to all categories and classes of property within the CFD, as determined by the Council.
- 7. At the time of formation of a community facilities district, the total amount of projected *ad valorem* property tax and other direct and overlapping debt for the proposed CFD (including estimated CFD charges, projected benefit assessments, levies for authorized but unissued debt and any other anticipated municipal charges which may be included on a property owner's annual property tax bill), including the proposed maximum special tax, shall not exceed two and one-half percent (2½%) of the projected market value for any single family home, condominium or town home to be constructed in the community facilities district. Any deviations from the foregoing must be specifically approved by the Council.

Appraisal Standards

Unless otherwise approved by City staff in connection with an issuance of special tax bonds, the Appraisal Standards for Land Secured Financings (the "Standards") published by the California Debt and Investment Advisory Commission and dated July 2004 are adopted as the appraisal standards for the City.

RESOLUTION NO. __-14

RESOLUTION OF INTENTION TO ESTABLISH
A COMMUNITY FACILITIES DISTRICT

CITY OF OAKLEY
Community Facilities District No. 2015-1
(Emerson Ranch Maintenance)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), this Council is authorized to establish a community facilities district and to act as its legislative body; and

WHEREAS, this Council, having received petitions from the owners of not less than 10% of the area of land proposed to be included in the proposed community facilities district, now desires to proceed with the establishment of such community facilities district to finance costs of certain services required to meet the demands of development of lands in the City.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, as follows:

1. **Authority.** This Council proposes to conduct proceedings to establish a community facilities district pursuant to the Act.
2. **Name of CFD.** The name proposed for the community facilities district is "City of Oakley Community Facilities District No. 2015-1 (Emerson Ranch Maintenance)" (the "CFD").
3. **Boundaries Described.** The proposed boundaries of the CFD are as shown on the map of it on file with the City Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD in the office of the County Recorder within 15 days of the date of adoption of this Resolution.
4. **Services.** The type of services proposed to be financed by the CFD and pursuant to the Act shall consist of those listed in Exhibit A hereto and hereby incorporated herein (the "Services"). The Council hereby determines that the Services are necessary to meet increased demands for such services placed upon local agencies as the result of development occurring within the area of the CFD. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

5. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit B attached hereto and hereby incorporated herein (the "Rate and Method"). This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

6. Exempt Property. Except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California, the County and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

7. Election and Unanimous Approval. The levy of the Special Tax in the CFD shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD not exempt from the special tax.

8. CFD Report. The City Manager (or deputy or designee thereof) is hereby directed to study the proposed Services and to make, or cause to be made, and file with the City Clerk a report in writing (the "CFD Report"), which shall be a part of the record of the public hearing hereinafter specified and which report shall present the following:

(a) A description of the Services that will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services and incidental expenses in connection therewith, and all other related costs.

9. Public Hearing. Tuesday, January 13, 2015, at 6:30 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 3231 Main Street, Oakley, California, be, and the same are hereby appointed and fixed as the time and place

when and where this Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD and the levy of the Special Tax.

10. Notice of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least 7 days before the date of the public hearing specified above.

The City Clerk may also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's address as it appears on the most recent tax records of the County or as otherwise known to the City Clerk to be correct. Such mailing shall be completed not less than 15 days before the date of the public hearing.

The notice of the public hearing shall be substantially in the form specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

11. Appointment of Legal Counsel. The City Council hereby appoints Jones Hall, A Professional Law Corporation, as legal counsel to the City in connection with formation of the CFD. The City Manager is hereby authorized to execute a legal services agreement with Jones Hall in substantially the form and substance of the agreement on file with the City Clerk.

12. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of December, 2014 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

EXHIBIT A

CITY OF OAKLEY Community Facilities CFD No. 2015-1 (Emerson Ranch Maintenance)

DESCRIPTION OF SERVICES

The captioned Community Facilities District will finance, in whole or in part, the following services ("services" shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs, expenses and related reserves for replacement of vehicles, equipment and facilities:

Neighborhood Parks & Street Lighting

Maintenance, including servicing, repair, replacement and removal of neighborhood parks (includes park amenities such as playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Maintenance, including servicing, repair, replacement and removal of street lights (includes poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts, pedestals and metering devices, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric and other utility costs.

Community Parks

Maintenance, including servicing, repair, replacement and removal of community parks (includes park amenities such as buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Neighborhood Landscaping

Maintenance, including servicing, repair, replacement and removal of parkways, landscape setbacks, landscaped roadway medians, open space, environmental preserves (including performance and management of environmental mitigation

monitoring and annual reporting), publicly-owned masonry walls, fences, monuments and features, trails, bike paths, etc., both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Regional Parks

Maintenance, including servicing, repair, replacement and removal of regional parks (includes park amenities such as buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbecues, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Stormwater

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory fees, environmental mitigation monitoring, annual reporting, vegetation management, removal of silt, sediment, trash and debris from the drainage areas, bio-retention basins and City catch basins, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

In addition, the following costs will also be financed by the special taxes levied within the CFD and be allocated to each improvement described above based upon their pro-rata share of needed administrative costs, operating reserves and capital reserves, and actual or estimated delinquencies.

1. Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the special taxes upon the general tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City;
2. Any amounts needed for operating reserves and capital reserves; and
3. Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

EXHIBIT B

CITY OF OAKLEY Community Facilities CFD No. 2015-1 (Emerson Ranch Maintenance)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes in the City of Oakley Community Facilities District No. 2015-1 (Emerson Ranch Maintenance) (the "CFD" or "CFD No. 2015-1") shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2015-1, unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2015-1, unless a separate Rate and Method of Apportionment of Special Tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-1: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes; the costs to the City, CFD No. 2015-1, or any designee thereof of complying with disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2015-1 for any other administrative purposes of CFD No. 2015-1, including attorney's fees, costs associated with

annexations to CFD No. 2015-1, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” or **“APN”** means a unique number assigned to an Assessor’s Parcel by the County Assessor for purposes of identifying a property.

“Authorized Services” means the public services authorized to be funded by CFD No. 2015-1 as set forth in the documents adopted by the Council when CFD No. 2015-1 was formed.

“Building Permit” means a building permit issued by the City and having a building structure improvement valuation over \$50,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

“CFD” or **“CFD No. 2015-1”** means the City of Oakley Community Facilities District No. 2015-1 (Emerson Ranch Maintenance).

“City” means the City of Oakley.

“City Landscape Maintenance Standards” – means the then applicable landscape maintenance standards or then applicable level of service for then applicable landscape maintenance contracts executed by the City that are in effect and relate to similar landscaping improvements.

“City Manager” – means the City Manager of the City of Oakley.

“Commercial Parcel” means for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Commercial. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

“Commercial Parcel – In Compliance” this definition only applies for the purpose of calculating the annual neighborhood landscape maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial for which the Property Owner of the Commercial Parcel has notified the City in writing by the preceding February 1st that it wishes to maintain its parcel’s frontage landscaping during the immediate following fiscal year and the City Manager or his/her designee has determined that the Property Owner has maintained its Parcel’s frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, in order for any Commercial Parcel to be defined as a Commercial Parcel – In Compliance, all Commercial Parcels within CFD No. 2015-1 must also be defined as Commercial Parcel – In Compliance.

“Commercial Parcel – Out of Compliance” this definition only applies for the purpose of calculating the annual neighborhood landscape maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial for which the Property Owner of the Commercial Parcel has not notified the City in writing by the preceding February 1st that it wishes to maintain its parcel’s frontage landscaping during the immediate following fiscal year and the City Manager or his/her designee has determined that the Property Owner has not maintained its Parcel’s frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, if any Commercial Parcel is defined as a Commercial Parcel – Out of Compliance, then all Commercial Parcels within CFD No. 2015-1 will also be defined as Commercial Parcel – Out of Compliance.

“Commercial Unit” means an individual building structure for commercial uses as defined per the County Assessor.

“Council” means the City Council of the City of Oakley, acting as the legislative body for CFD No. 2015-1.

“County” means the County of Contra Costa.

“County Assessor” means the Contra Costa County Assessor.

“County Land Use Code” means the land use code assigned to an Assessor’s Parcel as indicated in the records of the County Assessor.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued by the City for construction of a Residential Unit or a Commercial Unit on or prior to June 30 of the preceding Fiscal Year. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as “Developed Property” if it has been occupied by a residential user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

“Final Map” or “Parcel Map” means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a Building Permit can be issued for construction of Residential Units without further subdivision of the lots.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Classification” means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel’s County Land Use Code.

“Maximum Special Tax” means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

“Property Owner” – means the Property Owner of record per current County Assessor records unless more current information is available such as recorded deed of sale, etc.

“Proportionately” means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2015-1 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2015-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Parcel” means, for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Residential. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

“Residential Unit” means an individual building structure for residential uses as defined per the County Assessor. An Accessory Unit that shares a Parcel with a

Residential Unit shall not be considered a separate Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Special Tax” means any tax levied within CFD No. 2015-1 to pay the Special Tax Requirement, and includes each Special Tax Component.

“Special Tax Component” means one of the following components of the Special Tax: Neighborhood Park & Street Lighting Maintenance Tax, Community Park Maintenance Tax, Neighborhood Landscape Maintenance Tax, Regional Park Maintenance Tax, or Stormwater Maintenance Tax.

“Special Tax Requirement” means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

“Taxable Property” or **“Taxable Parcels”** means all Assessors' Parcels within the boundaries of CFD No. 2015-1 that are not exempt from the Special Tax pursuant to law or Section E herein.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2015-1 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2015-1. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (ii) the Special Tax Requirement for each Special Tax Component for the then-current Fiscal Year. Each Special Tax Component shall be levied only to pay for the related Special Tax Requirement.

In any Fiscal Year, if it is determined that (i) a Final Map or Parcel Map for a portion of property in CFD No. 2015-1 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or Parcel Map was recorded, the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and (iii) one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be

created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2014-15 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property		
Special Tax Component	Land Use Classification	FY 2014-15 Maximum Tax
Neighborhood Park & Street Lighting Maintenance Tax	Residential Parcel	\$270.00 per Parcel
Neighborhood Park & Street Lighting Maintenance Tax	Commercial Parcel	\$270.00 per Acre
Community Park Maintenance Tax	Residential Parcel	\$265.00 per Parcel
Community Park Maintenance Tax	Commercial Parcel	\$265.00 per Acre
Neighborhood Landscape Maintenance Tax	Residential Parcel	\$259.00 per Parcel
Neighborhood Landscape Maintenance Tax	Commercial-In Compliance Parcel	\$0.00 per Acre
Neighborhood Landscape Maintenance Tax	Commercial-Out of Compliance Parcel	\$1,968.75 per Acre
Regional Park Maintenance Tax	Residential Parcel	\$120.00 per Parcel
Regional Park Maintenance Tax	Commercial Parcel	\$120.00 per Acre
Stormwater Maintenance Tax	Residential Parcel	\$377.00 per Parcel
Stormwater Maintenance Tax	Commercial Parcel	\$1,508.00 per Acre

2. Undeveloped Property - The Fiscal Year 2014-15 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property		
Special Tax Component	Land Use Classification	FY 2014-15 Maximum Tax
Neighborhood Park & Street Lighting Maintenance Tax	Residential Parcel	\$2,575.00 per Acre
Neighborhood Park & Street Lighting Maintenance Tax	Commercial Parcel	\$270.00 per Acre
Community Park Maintenance Tax	Residential Parcel	\$1,264.00 per Acre
Community Park Maintenance Tax	Commercial Parcel	\$132.50 per Acre
Neighborhood Landscape Maintenance Tax	Residential Parcel	\$2,470.00 per Acre
Neighborhood Landscape Maintenance Tax	Commercial-In Compliance Parcel	\$0.00 per Acre
Neighborhood Landscape Maintenance Tax	Commercial-Out of Compliance Parcel	\$1,968.75 per Acre
Regional Park Maintenance Tax	Residential Parcel	\$572.00 per Acre
Regional Park Maintenance Tax	Commercial Parcel	\$60.00 per Acre
Stormwater Maintenance Tax	Residential Parcel	\$3,596.00 per Acre
Stormwater Maintenance Tax	Commercial Parcel	\$1,508.00 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2015, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property as follows:

Step 1: Each Special Tax Component shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year until the amount levied, when combined with the amount of the Special

Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2015-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2015-1, and the Special Tax shall be subject to foreclosure if delinquent regardless of the manner in which it was collected.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property, except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through a resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. SAMPLE SPECIAL TAX CALCULATION

Set forth below is an example of the calculation of the Special Tax, based on a Fiscal Year 2014-15 calculation.

- 1) Calculate the Fiscal Year 2014-15 Special Tax Requirement for each Special Tax Component. Assume the Fiscal Year 2014-15 Special Tax Requirement for each Special Tax Component is as shown in Table 3 below:

Table 3 - Annual Requirement	
Special Tax Component	FY 2014-15 Special Tax Requirement
Neighborhood Park & Street Lighting Maintenance Tax	\$50,000.00
Community Park Maintenance Tax	\$20,000.00
Neighborhood Landscape Maintenance Tax	\$57,290.00
Regional Park Maintenance Tax	\$17,010.00
Stormwater Maintenance Tax	\$160,000.00
Total	\$304,300.00

- 2) For Fiscal Year 2014-15 assume that all of the Taxable Parcels within the boundaries of the CFD are classified as shown in Table 4 below:

Table 4: Taxable Parcels		
Parcel Classifications	No. of Parcels	Acreage
<i>Developed Parcels</i>		
Residential Parcel	210	N/A
Commercial Parcel	1	5.00
<i>Undeveloped Parcels</i>		
Residential Parcel	357	37.00
Commercial Parcel	1	17.88

- 3) Calculate the Fiscal Year 2014-15 Maximum Special Tax for each Taxable Parcel for each Special Tax Component separately as shown in Table 5 below.

Table 5: Maximum Special Tax for Taxable Parcels					
Parcel Classification	No. of Parcels	Acreage	FY 2014-15		FY 2014-15
			Maximum Special Tax Rate	Maximum Special Tax	
Neighborhood Park & Street Lighting Maintenance Tax					
<i>Developed Parcels</i>					
Residential Parcel	210	N/A	\$270.00	per Parcel	\$56,700.00
Commercial Parcel	1	5.00	\$270.00	per Acre	\$1,350.00
<i>Undeveloped Parcels</i>					
Residential Parcel	357	37.00	\$2,575.00	per Acre	\$95,275.00
Commercial Parcel	1	17.88	\$270.00	per Acre	\$4,827.60
Neighborhood Park & Street Lighting Subtotal					\$158,152.60
Community Park Maintenance Tax					
<i>Developed Parcels</i>					
Residential Parcel	210	N/A	\$265.00	per Parcel	\$55,650.00
Commercial Parcel	1	5.00	\$265.00	per Acre	\$1,325.00
<i>Undeveloped Parcels</i>					
Residential Parcel	357	37.00	\$1,264.00	per Acre	\$46,768.00
Commercial Parcel	1	17.88	\$132.50	per Acre	\$2,369.10
Community Park Maintenance Subtotal					\$106,112.10
Neighborhood Landscape Maintenance Tax					
<i>Developed Parcels</i>					
Residential Parcel	210	N/A	\$259.00	per Parcel	\$54,390.00
Commercial-In Compliance Parcel	0	0.00	\$0.00	per Acre	\$0.00
Commercial-Out of Compliance Parcel	1	5.00	\$1,968.75	per Acre	\$9,843.75
<i>Undeveloped Parcels</i>					
Residential Parcel	357	37.00	\$2,470.00	per Acre	\$91,390.00
Commercial-In Compliance Parcel	0	0.00	\$0.00	per Acre	\$0.00
Commercial-Out of Compliance Parcel	1	17.88	\$1,968.75	per Acre	\$35,201.25
Neighborhood Landscape Maintenance Subtotal					\$190,825.00
Regional Park Maintenance Tax					
<i>Developed Parcels</i>					
Residential Parcel	210	N/A	\$120.00	per Parcel	\$25,200.00
Commercial Parcel	0	5.00	\$120.00	per Acre	\$600.00
<i>Undeveloped Parcels</i>					
Residential Parcel	357	37.00	\$572.00	per Acre	\$21,164.00
Commercial Parcel	0	17.88	\$60.00	per Acre	\$1,072.80
Regional Park Maintenance Subtotal					\$48,036.80
Stormwater Maintenance Tax					
<i>Developed Parcels</i>					
Residential Parcel	210	N/A	\$377.00	per Parcel	\$79,170.00
Commercial Parcel	0	5.00	\$1,508.00	per Acre	\$7,540.00
<i>Undeveloped Parcels</i>					
Residential Parcel	357	37.00	\$3,596.00	per Acre	\$133,052.00
Commercial Parcel	0	17.88	\$1,508.00	per Acre	\$26,963.04
Stormwater Subtotal					\$246,725.04
Annual Total					\$749,851.54

- 4) Levy each Special Tax Component Proportionately on each Taxable Parcel of Developed Property up to 100% of the Maximum Special Tax until the amount levied is equal to the Special Tax Requirement for the Special Tax Component as shown in Table 6 below.

Table 6: Applied Special Tax for Taxable Parcels						
Parcel Classification	No. of Parcels	Acreage	FY 2014-15		FY 2014-15	FY 2014-15
			Maximum Special Tax Rate	Maximum Special Tax	Applied Special Tax	
Neighborhood Park & Street Lighting Maintenance Tax						
<i>Developed Parcels</i>						
Residential Parcel	210	N/A	\$270.00	per Parcel	\$56,700.00	\$48,837.21
Commercial Parcel	1	5.00	\$270.00	per Acre	\$1,350.00	\$1,162.79
<i>Undeveloped Parcels</i>						
Residential Parcel	357	37.00	\$2,575.00	per Acre	\$95,275.00	\$0.00
Commercial Parcel	1	17.88	\$270.00	per Acre	\$4,827.60	\$0.00
				Total	\$158,152.60	\$50,000.00
Community Park Maintenance Tax						
<i>Developed Parcels</i>						
Residential Parcel	210	N/A	\$265.00	per Parcel	\$55,650.00	\$19,534.88
Commercial Parcel	1	5.00	\$265.00	per Acre	\$1,325.00	\$465.12
<i>Undeveloped Parcels</i>						
Residential Parcel	357	37.00	\$1,264.00	per Acre	\$46,768.00	\$0.00
Commercial Parcel	1	17.88	\$132.50	per Acre	\$2,369.10	\$0.00
				Total	\$106,112.10	\$20,000.00
Neighborhood Landscape Maintenance Tax						
<i>Developed Parcels</i>						
Residential Parcel	210	N/A	\$259.00	per Parcel	\$54,390.00	\$48,510.37
Commercial - In Compliance Parcel	0	0.00	\$0.00	per Acre	\$0.00	\$0.00
Commercial - Out of Compliance Parcel	1	5.00	\$1,968.75	per Acre	\$9,843.75	\$8,779.63
<i>Undeveloped Parcels</i>						
Residential Parcel	357	37.00	\$2,470.00	per Acre	\$91,390.00	\$0.00
Commercial - In Compliance Parcel	0	0.00	\$0.00	per Acre	\$0.00	\$0.00
Commercial - Out of Compliance Parcel	1	17.88	\$1,968.75	per Acre	\$35,201.25	\$0.00
				Total	\$190,825.00	\$57,290.00
Regional Park Maintenance Tax						
<i>Developed Parcels</i>						
Residential Parcel	210	N/A	\$120.00	per Parcel	\$25,200.00	\$16,614.42
Commercial Parcel	1	5.00	\$120.00	per Acre	\$600.00	\$395.58
<i>Undeveloped Parcels</i>						
Residential Parcel	357	37.00	\$572.00	per Acre	\$21,164.00	\$0.00
Commercial Parcel	1	17.88	\$60.00	per Acre	\$1,072.80	\$0.00
				Total	\$48,036.80	\$17,010.00
Stormwater Maintenance Tax						
<i>Developed Parcels</i>						
Residential Parcel	210	N/A	\$377.00	per Parcel	\$79,170.00	\$79,170.00
Commercial Parcel	1	5.00	\$1,508.00	per Acre	\$7,540.00	\$7,540.00
<i>Undeveloped Parcels</i>						
Residential Parcel	357	37.00	\$3,596.00	per Acre	\$133,052.00	\$60,940.40
Commercial Parcel	1	17.88	\$1,508.00	per Acre	\$26,963.04	\$12,349.60
				Total	\$246,725.04	\$160,000.00
					\$749,851.54	\$304,300.00

- 5) Because the amount levied on Developed Property in Fiscal Year 2014-15 was equal, for each Special Tax Component, to the related Special Tax Requirement, it would not be necessary to levy the Special Tax on Undeveloped Property.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

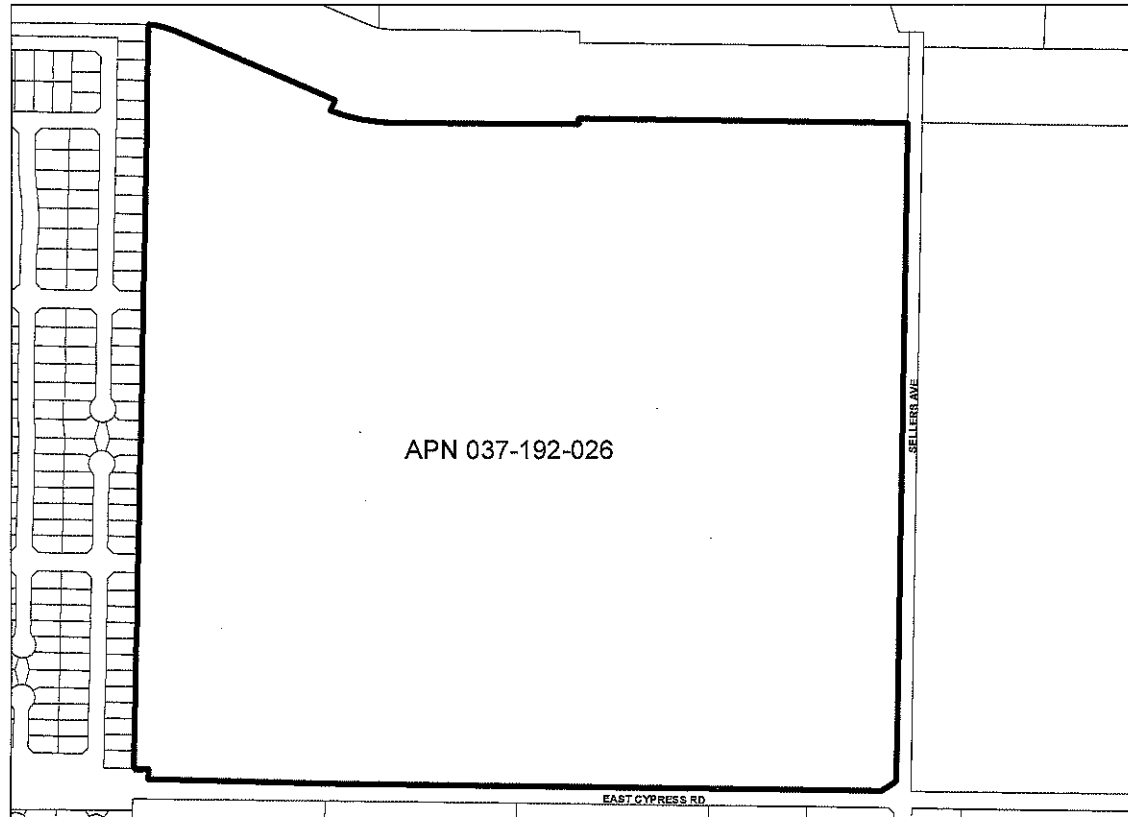
I. REPEAL OF THE SPECIAL TAX

CFD No. 2015-1 was established to levy the Special Tax to finance the Authorized Services as a condition of the entitlement to develop the Developed Property in CFD No. 2015-1. If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Parcels in CFD No. 2015-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied.

J. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

PROPOSED BOUNDARY MAP
 CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-1
 (EMERSON RANCH MAINTENANCE)
 CITY OF OAKLEY
 COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKLEY THIS
 _____ DAY OF _____, 2014.

 LIBBY VREONIS, CITY CLERK
 CITY OF OAKLEY
 CONTRA COSTA COUNTY
 STATE OF CALIFORNIA


I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
 OF CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-1, CITY
 OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS
 APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY, AT A REGULAR
 MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2014, BY
 ITS RESOLUTION No. _____.


 LIBBY VREONIS, CITY CLERK
 CITY OF OAKLEY
 CONTRA COSTA COUNTY
 STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2014, AT THE HOUR OF _____
 _____ M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES
 DISTRICTS AT PAGE _____, DOCUMENT No. _____ IN THE OFFICE
 OF THE COUNTY RECORDER IN CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

 COUNTY RECORDER
 CONTRA COSTA COUNTY
 STATE OF CALIFORNIA

Legend

 PROPOSED DISTRICT BOUNDARY

 PARCELS

ASSESSOR PARCELS WITHIN BOUNDARY; FOR PARTICULARS OF LINES
 AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR
 PARCEL MAPS OF CONTRA COSTA COUNTY FOR ASSESSOR PARCEL
 NUMBER 037-192-026.



STAFF REPORT

Date: Tuesday, December 9, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer
SUBJECT: Creating Zone 153 within the City of Oakley Special Police Tax Area for Subdivision 9032

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On September 14, 2010, the City Council approved Resolution 107-10 to subdivide the Emerson Ranch property into 567 single family parcels and one 22.88 acre commercial parcel through Vesting Tentative Map 9032. In 2013 Resolution 35-13 approved an amendment to the Emerson Ranch Final Development Plan to make minor modifications to the internal street circulation, park configuration, and lot sizes.

The Emerson Ranch property is located on the northwest corner of East Cypress Road and Sellers Avenue. Conditions of approval for the project require the applicant to augment police services. Currently, the City has a Police Services Special Tax (P-6) to facilitate augmentation of police services. The developer has requested that their development be annexed into the P-6 Special Taxing District. This is the first step to annex the Emerson Ranch development into the P-6 Special Taxing District.

P-6 is a special tax that is collected annually by the County Auditor on the property tax rolls. On June 12, 2000, the City Council approved the sample resolution and ordinance to be used for the formation of zones within the Citywide special police tax area. On June 26, 2000, the City Council approved the schedule for police service tax. On July 8, 2002, the City Council approved an amendment to the rate schedule that included an automatic escalator. On March 22, 2004, the rate schedule was again amended to include an automatic inflator based on the actual cost of police services. The most recent approved Council items have been used for the proposed creation of Zone 153 within the tax area to satisfy the conditions of approval for the project. Adoption of this resolution and ordinance will set an election date for January 13, 2015, which shall be conducted by the City Clerk via a mail ballot election. The vote will then be ratified at the January 27, 2015 regular City Council meeting, and the ordinance will take effect at that time.

Since some of the units or structures may be occupied prior to the taxes being levied for the first year, a provision has been added to the ordinance to require a pro-rated fee to be paid at the time of certificate of occupancy, or final building permit inspection for each residential unit to cover the remainder of the fiscal year. It should also be noted that vacant lots are taxed at half the rate of improved lots. Since the

project is relatively large, it is possible that build-out could take several years and the total police services tax for the project will not be realized until all building permits have been finalized. This has been taken into account in the police services tax projections.

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicants have funded all costs associated with the zone creation. The FY 2014-15 special tax rate per single family parcel is \$964.42. Therefore, successful creation of the zone could provide up to \$548,630 in revenue annually when all of the units are occupied. The taxes will be collected on the property tax rolls commencing in Fiscal Year 2015-16.

Recommendation

The conditions of approval for Vesting Tentative Map 9032 require the property owners to augment police services. Adoption of this resolution and ordinance will set an election to be held on January 13, 2015. The election will then be ratified at the January 27, 2015 regular City Council meeting. Staff recommends that the City Council:

1. Adopt the Resolution creating Special Tax Zone 153 within the Oakley Special Police Tax Area for Vesting Tentative Map 9032; and
2. Introduce the Ordinance establishing a special tax for police protection subject to voter confirmation.

Conclusion

Staff recommends that the City Council adopt the Resolution creating Special Police Tax Zone 153 within the Oakley Special Police Tax Area for Vesting Tentative Map 9032, and adopt the Ordinance establishing a special tax for police protection subject to voter confirmation.

Attachments

- 1) Resolution Creating Zone 153
 - a. Exhibit A - Diagram
- 2) Ordinance Establishing a Special Tax
 - a. Exhibit A – Diagram
 - b. Exhibit B – Schedule for Police Service Tax

CITY OF OAKLEY

RESOLUTION NO. __-14

A RESOLUTION CREATING SPECIAL TAX AREA ZONE 153 FOR A SPECIAL TAX FOR POLICE PROTECTION FOR SUBDIVISION 9032

WHEREAS, it is the intention of the City Council to create Zone 153 within the City of Oakley Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 153; and

WHEREAS, the City recognizes the need for increased police protection services in Zone 153 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4108 and to be held on the earliest date permitted by law; and

WHEREAS, on September 14, 2010 the City Council adopted Resolution 107-10 conditionally approving the tentative map for Subdivision 9032 (Emerson Ranch), a 567 lot single family subdivision and 22.88 acre commercial parcel on the northwest corner of East Cypress Road and Sellers Avenue. Condition #95 requires the applicant to participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the lots created by the approval. The initial annual tax is to be \$964.42 per single family lot (FY 2014-2015 rate) per the rate schedule that was adopted by the City Council on March 22, 2004 by Resolution No. 26-04; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 153 is a person who owns real property within Zone 153 at the time Ordinance No. __ is adopted, as shown on the last equalized assessment role prepared by the Contra Costa County Assessor's Office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby finds and determines as follows:

1. All of the City of Oakley shall be considered as the Oakley Special Police Tax Area.
2. That portion of the City of Oakley shown on the plats titled Exhibit "A" is

established as Zone 153 of the Oakley Special Police Tax Area.

3. That Ordinance No. adopted this date is to be presented for approval of the voters of Zone 153 by a mail ballot election, to be held on January 13, 2015. The ballot proposition shall read as follows:

"Shall Ordinance No. of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 153 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service. The initial annual tax is to be \$964.42 per single family lot and \$482.21 per vacant lot (all FY 2014-15 rates) per the current rate schedule"

4. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.
5. Zone 153 of the Oakley Special Police Tax Area shall not be created, and the tax authorized in Ordinance No. ___ shall not be imposed if the Ordinance is not approved by two-thirds of the voters participating in the election called in Ordinance No. _____.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of December, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

CITY OF OAKLEY

ORDINANCE NO. __-14

**AN ORDINANCE OF THE CITY OF OAKLEY
ESTABLISHING ZONE 153 FOR A SPECIAL TAX FOR
POLICE PROTECTION FOR SUBDIVISION 9032**

The Voters of the City of Oakley do ordain as follows:

Section 1. Purpose. Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Zone 153 (Subdivisions 9032) of the Oakley Special Police Tax Area in order to provide funding for police protection to serve the property and persons within said Zone.

This Tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 153.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the actual cost of services for the City of Oakley's cost of obtaining police services, measured currently using its contract with the Contra Costa County Sheriff's Department. The base amount shall be

the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

B. "Actual Cost of Services" means the estimated fully-loaded average cost for the positions of police officer, Sergeant and Lieutenant [or comparable positions while the City contracts for police services with Contra Costa County] as provided to the City by the Contra Costa County Sheriff's Department during or about March of each calendar year.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Oakley Special Police Tax Area" includes all properties within the jurisdictional limits of the City of Oakley.

E. Oakley Special Police Tax Area Zone 153 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside and boundaries of Zone 153 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within the Zone at the time this Ordinance was adopted, as shown on the last equalized assessment role prepared by the Contra Costa County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2014 through June 30, 2015) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Actual Cost of Services beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year as set forth below.

For each Property Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

$$\begin{array}{l} \text{Tax Per Parcel} \\ \text{For then Current} \\ \text{Fiscal Year} \end{array} = \begin{array}{l} \text{Tax Per Parcel} \\ \text{For First} \\ \text{Fiscal Year} \end{array} \times \begin{array}{l} \text{(Actual Cost of Services} \\ \text{for immediately} \\ \text{Preceding Fiscal Year)} \\ \text{(Actual Cost of Services} \\ \text{for First Fiscal Year} \\ \text{of Levy)} \end{array}$$

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which the County of Contra Costa collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

- i) The secured roll tax bills shall be the only notices required for this tax, and

- ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on January 13, 2015 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2015. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on December 9, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Mayor

ATTEST:

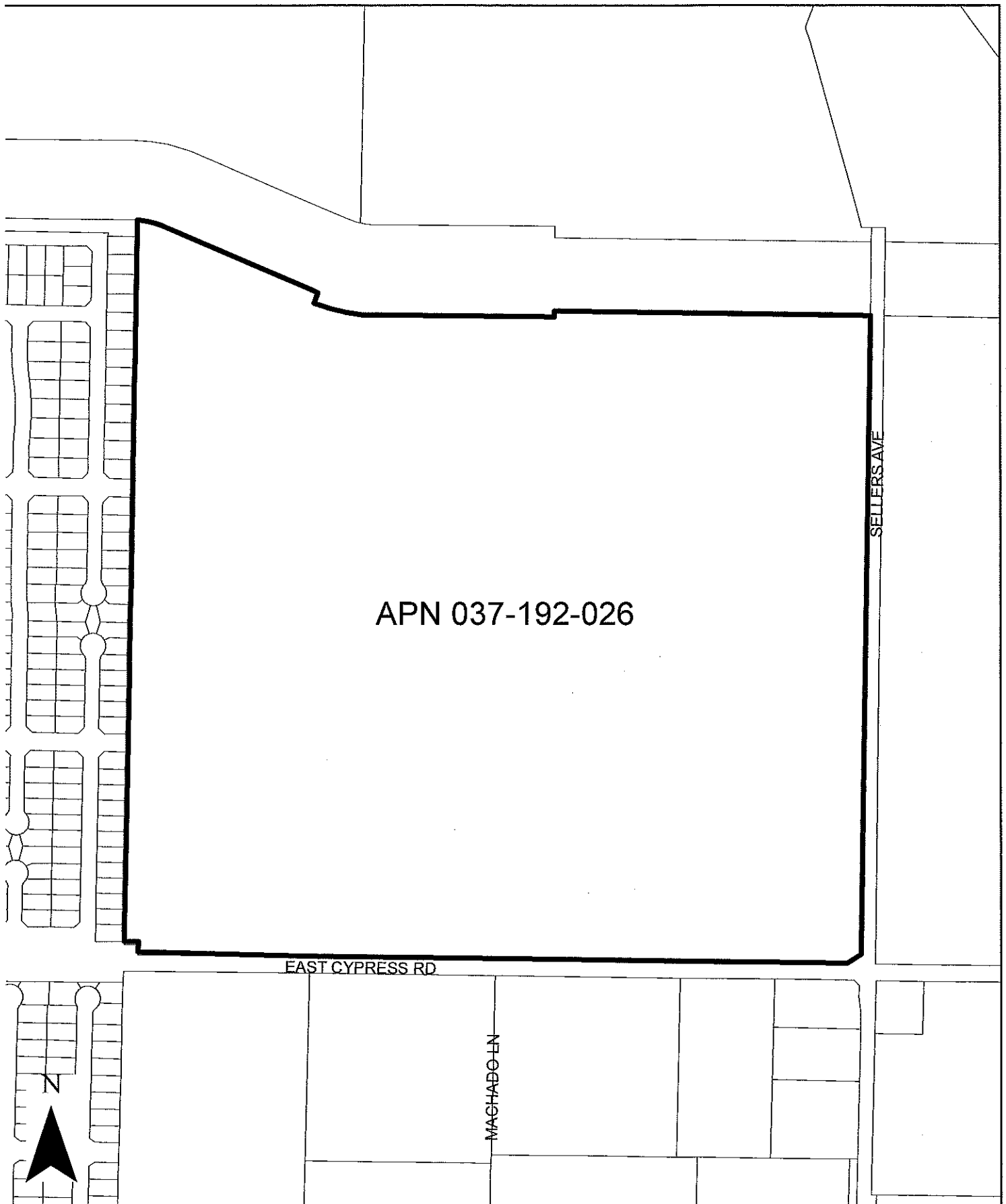
Libby Vreonis, City Clerk

Date

EXHIBIT A
SPECIAL POLICE TAX AREA ZONE 153
CITY OF OAKLEY

Exhibit A

COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



City of Oakley
Police Services Special Tax (P-6)
FY14-15 SCHEDULE OF RATES

Exhibit B

PROPERTY USE CODE CATEGORY	EXPLANATION	FY13/14 TAX PER PARCEL	FY14/15 TAX PER PARCEL
11	Single Family Residence – 1 res., 1 site	\$886.10	\$964.42
12	Single Family Residence – 1 res., 2 or more sites	\$886.10	\$964.42
13	Single Family Residence – 2 res., on 1 or more sites	\$1,417.75	\$1,543.08
14	Single Family Residence – other than single fam. Land	\$886.10	\$964.42
15	Misc. Improvements – 1 site	\$886.10	\$964.42
16	Misc. Improvements – 2 or more sites	\$886.10	\$964.42
17	Vacant – 1 site	\$443.05	\$482.21
18	Vacant – 2 or more sites	\$443.05	\$482.21
19	Single Family Residence – Det. W/common area	\$886.10	\$964.42
20	Vacant – Multiple	\$443.05	\$482.21
21	Duplex	\$1,417.75	\$1,543.08
22	Triplex	\$2,126.63	\$2,314.61
23	Fourplex	\$2,835.51	\$3,086.15
24	Combinations	\$886.10	\$964.42
25	Apartments (5 –12 Units)	\$3,555.46	\$3,869.74
26	Apartments (13 – 24 Units)	\$9,215.40	\$10,029.99
27	Apartments (25 – 59 Units)	\$17,721.93	\$19,288.44
28	Apartments (60+ units)	\$42,532.63	\$46,292.26
29	Attached PUDs: Cluster Homes, Condos, etc.	\$886.10	\$964.42
30	Vacant – Commercial	\$443.05	\$482.21
31	Commercial Stores – Not Supermarkets	\$1,772.19	\$1,928.84
32	Small Grocery Stores – (7-11, etc.)	\$2,658.29	\$2,893.27
33	Office Buildings	\$1,772.19	\$1,928.84
34	Medical, Dental	\$1,772.19	\$1,928.84
35	Service Stations, Car Wash	\$1,772.19	\$1,928.84
36	Garages	\$1,772.19	\$1,928.84
37	Community Facilities (Recreational, etc.)	\$3,544.39	\$3,857.69
38	Golf Courses	\$1,772.19	\$1,928.84
39	Bowling Alleys	\$886.10	\$964.42
40	Boat Harbors	\$2,215.24	\$2,411.06
41	Supermarkets – (not shopping centers)	\$2,658.29	\$2,893.27
42	Shopping Centers	\$3,544.39	\$3,857.69
43	Financial Buildings – (Ins., Title, Banks, S&L)	\$886.10	\$964.42
44	Motels, Hotels & Mobile Home Parks	\$4,430.48	\$4,822.11
45	Theaters	\$1,993.72	\$2,169.95
46	Drive-in Restaurants	\$1,329.14	\$1,446.63
47	Restaurants	\$1,329.14	\$1,446.63
48	Multiple & Commercial	\$1,329.14	\$1,446.63
49	New Car Agencies	\$1,329.14	\$1,446.63
50	Vacant Land (not part of Ind. Park or P. & D.)	\$332.29	\$361.66
51	Industrial Park	\$2,658.29	\$2,893.27
52	Research & Development	\$1,329.14	\$1,446.63
53	Light Industrial	\$1,329.14	\$1,446.63
54	Heavy Industrial	\$1,329.14	\$1,446.63
55	Mini Warehouses (public storage)	\$2,658.29	\$2,893.27
56	Misc. Improvements	\$2,658.29	\$2,893.27
61	Rural, Res., Improvement 1A-10A	\$664.57	\$723.32
62	Rural, w/or w/o structure 1A-10A	\$664.57	\$723.32
70	Convalescent Hospitals / Rest Homes	\$1,329.14	\$1,446.63
73	Hospitals	\$1,329.14	\$1,446.63
74	Cemeteries / Mortuaries	\$1,329.14	\$1,446.63
75	Fraternal & Service Organizations	\$1,329.14	\$1,446.63
76	Retirement Housing Complex	\$4,430.48	\$4,822.11
78	Parks & Playgrounds	\$2,658.29	\$2,893.27
85	Public & Private Parking	\$1,329.14	\$1,446.63
87	Common Area	\$1,329.14	\$1,446.63
88	Mobile Homes	\$664.57	\$723.32
89	Other (split parcels in different tax code areas)	\$664.57	\$723.32
99	Homeowner's Association Owned Common Areas	\$539.49	\$587.17


The City Manager shall automatically adjust the amounts shown on this schedule on July 1 of each fiscal year by the increase or decrease in the cost to the City for police services, which increase or decrease shall be calculated by taking the annual increase/decrease in the fully-loaded average cost for the positions of Deputy, Sergeant and Lieutenant [or comparable positions while the City contracts for police services with Contra Costa County] and applying that percentage to the prior year amounts for each property use code category.

CALCULATION OF COST OF LIVING INCREASE		
Average Cost Per Officer for FY 2013/14 (previous period) ¹	\$	255,130.97
Average Cost Per Officer for FY 2014/15 (current period) ¹	\$	277,683.01
Difference (equals current period minus previous period)	\$	22,552.04
Percent Change (equals difference divided by previous index times 100)		8.84%

¹Source for average cost per officer data is "Personnel Costs, Estimated Salary and Benefits" published by the Contra Costa County Sheriff's Fiscal Services



STAFF REPORT

Date: December 9, 2014
To: City Council
From: Bryan Montgomery, City Manager 
Dwayne Dalman, Economic Development Manager

SUBJECT: Resolution Approving a Second Amendment to the Lease Agreement between the City and Republic of Cake, LLC, for the City-owned retail building located at 3080 Main Street

Background and Analysis

In February of 2013, the City entered into a lease agreement with Republic of Cake, LLC (ROC) for the retail building located at 3080 Main Street (Lease Agreement and first Amendment are attached). Sales activity started strong and continued for several months; however, more recently some reduction in sales has taken place. This, combined with health concerns of one of the principals, has led ROC to the decision to sell the business. ROC contracted with a well-known restaurant broker and discussions have taken place with various interested parties.

The existing Lease Agreement sets forth a somewhat limited range of uses (see Paragraph 8) stating "*a bakery, offering cupcakes, ice cream cookie sandwiches, coffee, tea, bottled water, soda and milk, and for no other purpose without the written consent of the Lessor.*" The purpose of this Second Amendment is to broaden the potential uses that will facilitate the transition and potential assignment of the lease to some other business. What is proposed in the Second Amendment expands the potential uses that is consistent with comments and desires expressed previously by the City Council and that are compliant with the Downtown Specific Plan.

The Second Amendment will assist Staff and the broker to broadcast widely the impending availability of this attractive retail location and it is anticipated that quality proposals, consistent with these potential uses, will come forward within the next 30-45 days.

Fiscal Impact

Continued lease revenue - currently \$1,333 per month plus some percentage rent as annual gross revenues exceed \$175,000. (Of course, other revenues are derived directly and indirectly from the economic activity of continued business operations at the site).

Recommendation

Adopt a resolution approving the Second Amendment to the Lease Agreement with Republic of Cake, LLC.

Attachment

1. Resolution
2. Second Amendment to the Lease Agreement
3. Original Lease Agreement with Republic of Cake, LLC
4. First Amendment to Lease Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE OAKLEY CITY COUNCIL APPROVING
THE SECOND AMENDMENT TO THE LEASE AGREEMENT WITH PETER
MCNIFF AND CHIH-CHUNG FANG, DOING BUSINESS AS REPUBLIC OF
CAKE, LLC, AT THE PROPERTY LOCATED AT 3080 MAIN STREET,
OAKLEY, CALIFORNIA**

BE IT RESOLVED by the City Council hereby approves the Second Amendment to the Lease Agreement between the City and Peter McNiff and Chih-Chung Fang, doing business as Republic of Cake, LLC., a true and accurate copy of which is attached hereto, and authorizes the City Manager to sign the Second Amendment on behalf of the City.

The foregoing resolution was adopted at a regular meeting of the City Council a held on the 9th day of December, 2014, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

SECOND AMENDMENT TO THE LEASE AGREEMENT
3080 Main Street, Oakley, California 94561

This Second Amendment to the Lease Agreement ("Lease"), by and between the City of Oakley, a municipal corporation ("Lessor"), and Peter McNiff and Chih-Chung Fang, individually and dba Republic of Cake, LLC, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

Recitals

- A. The City of Oakley, herein "Lessor," is the owner of that real property located at 3080 Main Street, Oakley, California also referred to as APN 037-200-011, "the Property."
- B. On February 26, 2013, Lessor approved the Lease Agreement with Lessee pursuant to the bid proposal submitted by Lessee.
- C. On August 13, 2013 Lessor approved an Amendment to the Lease Agreement.
- D. Lessor and Lessee now desire to enter into a Second Amendment to the Lease Agreement, specifically relating to the use and potential assignment of the Lease Agreement.

Now, therefore, the parties agree as follows:

- 1. Section 8 of the Lease Agreement between Lessor and Lessee, approved by the City Council February 26, 2013, is amended as follows (identified in bold and strikethrough):

***8. USE:** The premises are leased to Lessee for the purpose of a food establishment that may offer some or all of the following: baked goods, desserts, sandwiches, salads, soup, ice cream, cookies, smoothies, wine and spirits tastings, barbecue or specialty food dining, ~~a bakery, offering cupcakes, ice cream cookie sandwiches, coffee, tea, bottled water, soda, and milk~~ and for no other purpose without the written consent of the Lessor. Lessee shall not leave the premises unoccupied or vacant, but shall conduct and carry on only the type of business specifically set forth herein, keep in stock a line of merchandise of such size, character and quality as is reasonably designed to produce the maximum amount of gross sales and revenues, maintain an adequate sales force to serve all customers properly, and operate such business in an efficient and diligent manner at all times during the term of this Lease. Said business shall be kept open continuously each day of the week during the hours customary for business of like character, generally recognized holidays excepted. Lessee agrees to expand business hours to meet customer demand.*

- 2. Section 15 of the Lease Agreement between Lessor and Lessee, approved by the City Council February 26, 2013, is amended as follows (identified in bold and strikethrough):

15. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the Lessor's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions and which written consent shall not be unreasonably withheld by Lessor. Lessor's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 4 8 above, **and/or if the proposed tenant's business is deemed by Lessor to not be consistent with the economic development goals of the Downtown area.** Upon any assignment or subletting, the parties agree that the base rent stipulated in Paragraph 3 above shall be increased to the market rent determined by survey of the rent then being asked for similar vacant premises in the area, but in no event shall the new base rent be less than the base rent payable for the last full month immediately preceding the assignment or subletting. Lessor's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the Lessor's consent shall, at the option of the Lessor, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Lessee shall not be relieved of any liability or performance of any term of this Lease.

3. All other terms and conditions of the Lease Agreement remain unamended and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate, the day and year first hereinabove written.

LESSOR
City of Oakley, a municipal corporation

LESSEE
Individually, dba as Republic of Cake, LLC

By: _____
Bryan H. Montgomery
City Manager

By: _____
Peter McNiff
Owner

ATTEST:

By: _____
Libby Vreonis
City Clerk

LESSEE
Individually dba as Republic of Cake, LLC

By: _____
Chih-Chung Fang
Owner

APPROVED AS TO FORM

By: _____
William R. Galstan, Special Counsel

LEASE AGREEMENT
3080 Main Street, Oakley, California

Attachment 3

LEASE AGREEMENT
3080 Main Street, Oakley, California 94561

This Lease Agreement ("Lease"), by and between the Successor Agency to the Oakley Redevelopment Agency and the City of Oakley, a municipal corporation ("Lessor"), and Peter McNiff and Chih-Chung Fang, individually and dba Republic of Cake, LLC, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

Recitals

- A. The City of Oakley and the Successor Agency to the Oakley Redevelopment Agency, collectively herein "CITY" is the owner of that real property located at 3080 Main Street, Oakley, California.

The CITY has created, approved and is intending to record a parcel map or a lot line adjustment to create a separate legal parcel encompassing the commonly described property listed in paragraph A and as set forth as parcel "B" on the map attached hereto as Exhibit "A". This will be the property that is the subject of this Lease and is referred to as APN 037-200-011, "the property".

- B. Lessee has submitted a bid proposal pursuant to the terms of the Oakley Municipal Code for the lease of the property. The bid proposal is attached hereto, marked Exhibit "B" and is made a part of this agreement hereto in its entirety.
- C. The property was acquired by Lessor with the use of funding from the Oakley Redevelopment Agency. Because of law adopted by the State of California, the Oakley Redevelopment Agency has been disbanded and its rights and obligations assumed by the Successor Agency to the Oakley Redevelopment Agency. The Successor Agency is charged with disposing of real property acquired with redevelopment funding, as directed by the Oversight Board of the Successor Agency to the Oakley Redevelopment Agency and the Department of Finance. The Department of Finance has not approved Lessor to dispose of or retain the property at this time. Lessor shall enter into a short-term lease with Lessee as it awaits the determination of the Department of Finance. Should the Department of Finance determine

LEASE AGREEMENT
3080 Main Street, Oakley, California

Lessor may retain the property, Lessor may enter into a long-term lease, including options, with Lessee.

Agreement

Now, therefore, the parties agree as follows:

1. **DESCRIPTION.** Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, those certain premises hereinafter referred to as the "leased premises" and described as follows:

Those certain premises located at 3080 Main Street, Oakley, California,
(Assessor's Parcel Number 037-200-011)

2. **TERM.** The term of this Lease shall be month-to month, commencing on the 1st day of November 2013. Lessor shall have the right to terminate this Lease prior to expiration of this term upon 60 days written notice to Lessor, as provided for herein.

- a. **Short-Term lease.** This Lease begins as a month-to-month tenancy. Payment of rent and CAM (Common Area Maintenance) charges are waived until Lessee begins retail sales at the property, which date shall be confirmed by letter addressed from one party to the other.
- b. **Long-Term Lease.** Lessor intends to enter into a long-term lease period with Lessee upon the State Department of Finance determining that the Lessor is not required to dispose of the property. Such event shall be documented in a letter from one party to the other. The consummation of the long-term lease shall be conditioned and contingent upon the following:
 - a) Approval of the State Department of Finance for Lessor to retain the property;
 - b) Lessee's adherence to the terms and conditions of this Lease, including timely payment of all rent and CAM charges;
 - c) Lessee's successful business performance and desire to enter into the long-term lease.

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If the above conditions are satisfied, the parties intend to create a lease period with two five-year options. Any provisions specific to the long-term lease shall be approved by both parties and reduced to writing.

3. **RENT AND COMMON AREA MAINTENANCE CHARGES.** The rent for the leased premises shall be the sum of one dollar per square foot and will increase by two and one half percent (2.5%) on the 1st day of September each year. The base rent will be **ONE THOUSAND THREE HUNDRED DOLLARS AND NO/100 (\$1,300.00)** per month, payable in advance, commencing on the **1st day of November, 2013,** and on the 1st day of every month thereafter.

- a. **Percentage Rent.** Lessee agrees to pay Lessor basic rent combined with percentage rent. For years 1-5, the breakpoint will be set at \$175,000 with a percentage rent of 5.0% to be paid on all gross revenue over \$175,000. In years 6-10, the breakpoint will increase to \$200,000 with the percentage rent remaining at 5.0% on all gross revenue over \$200,000.
- b. The common area maintenance ("CAM") charges, that include operating costs, taxes, special assessment and charges further defined in Paragraphs 7, 8 and 14 of this Lease, shall also be payable on the 1st day of every month. Lessee shall pay Lessor as a monthly estimated amount of \$0.50 per foot per month for the initial five year lease term or **SIX HUNDRED FIFTY DOLLARS AND NO/100 (\$650.00)** for the CAM charges. Periodically, but not more frequent than after each calendar quarter, Lessor shall prepare statements of costs allocable to the lease premises and send those statements to Lessee. Lessee agrees to pay within thirty (30) days of the date of the statements, any amounts allocable that were not paid, if any. Lessor agrees to reimburse Lessee within thirty (30) days for any CAM payments in excess of the amounts allocable, if any.

Rent and CAM charges payments shall be mailed or hand-delivered to:

City of Oakley
Attn: Finance Director
3231 Main Street

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Oakley, CA 94561

If Lessee becomes the fee owner of the property in the future, it will enter into a Common Area Maintenance Agreement with the City for the ongoing maintenance of the common area on terms similar to the above CAM charges, or will participate in a Parking District on similar terms and conditions.

4. **SECURITY DEPOSIT:** Lessor holds a deposit in the amount of ONE THOUSAND THREE HUNDRED DOLLARS AND NO/100 (\$1,300.00), as security for the full and faithful performance by Lessee of all terms, conditions, and covenants of this Lease.

Upon termination of this Lease, the Lessor may use any portion of the security deposit as may be reasonably necessary to remedy Lessee's defaults of the provisions of this Lease Agreement, including, but not limited to, payment of unpaid rent due under paragraph 2 of this Lease, cleaning of the Premises, repair of damage, or for storage of personal property which has been abandoned by Lessee. Any remaining portion of the security deposit after such deduction shall be mailed to Lessee at Lessee's last known address.

5. **TENANT IMPROVEMENT PARTICIPATION.** Lessor shall build-out the facility, including all fixed in place equipment such as plumbing, restrooms, hood with make-up and exhaust systems, grease trap/collector, electrical, HVAC, sewer system, built-in customer counter and all other fixed equipment at an amount not to exceed \$220,000, unless this additional funding is provided. Lessee shall provide all removable equipment (ovens, refrigerators, furniture, point of sale system, etc.) at Lessee's own expense.

6. **LIQUIDATED DAMAGES.** In the event Lessor is forced to dispose of the property, Lessor agrees to reimburse the Lessee up to an amount equal to any tenant improvements made and equipment purchased, not to exceed \$55,000, unless Lessee agrees to continue with the Lease on substantially the same terms and conditions as the current Lease with the new owner, the Lessee is not injured and the Lessee does not lose its investment in the tenant improvements.

7. **DELINQUENT RENT AND LATE CHARGES:** If any rent and accompanying CAM charges are not paid to the Lessor within ten (10) days after due date of the 1st of the month, a late charge of TWO-HUNDRED FIFTY DOLLARS AND

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NO/100 (\$250) shall be added to the payment and the total sum shall become immediately due and payable to Lessor. Failure to pay within twenty (20) days after the due date will incur an additional late charge of THREE-HUNDRED FIFTY DOLLARS AND NO/100 (\$350) which shall be added to the payment and the total sum shall become immediately due. Failure to pay rent and accompanying CAM charges, and any late charges mentioned herein within thirty (30) days after the due date will immediately terminate this Lease.

In the event that Lessee shall become delinquent in paying Lessor any payment due pursuant to this Lease, Lessee shall pay to Lessor interest on said unpaid balance at a rate of one and one-half percent (1½%) per month, from the date said rent, accompanying CAM charges and late charges were due and payable until paid.

8. USE: The premises are leased to Lessee for the purpose of a bakery, offering cupcakes, ice cream cookie sandwiches, coffee, tea, bottled water, soda, and milk, and for no other purpose without the written consent of the Lessor. Lessee shall not leave the premises unoccupied or vacant, but shall conduct and carry on only the type of business specifically set forth herein, keep in stock a line of merchandise of such size, character and quality as is reasonably designed to produce the maximum amount of gross sales and revenues, maintain an adequate sales force to serve all customers properly, and operate such business in an efficient and diligent manner at all times during the term of this Lease. Said business shall be kept open continuously each day of the week during the hours customary for business of like character, generally recognized holidays excepted. Lessee agrees to expand business hours to meet customer demand.

9. COMMON AREAS: The Lessor reserves the right to regulate the use of areas and facilities which are available for use by the general public or Lessor's other lessees and designees, for ingress and egress, for service and loading areas and for parking, whether within or without the area of the leased premises described above. Lessee agrees that the maintenance and use of such areas by the Lessee, its employees, agents, customers and invitees, shall be in common with others, as Lessor may from time to time permit. The manner in which the said common areas and facilities shall be maintained, and the expenditures for maintenance shall be at the sole discretion of Lessor and the use of such areas and facilities shall be subject to such reasonable regulations and changes as Lessor shall make from time to time.

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No part of any parking area adjoining the premises is leased hereunder, but Lessor agrees that the parking area shall be available to be used by customers of Lessee along with customers of other tenants of the shopping center. Lessee, its employees and agents shall park their automobiles in such a place or places as shall be designated by Lessor. Lessee agrees that upon written notice from Lessor, it will, within five days, furnish the automobile license numbers of its cars and the cars of all its employees and agents.

10. UTILITIES, SERVICES AND OPERATING COST. Any utilities and services individually metered to Lessee or supplied individually to Lessee shall be paid directly by Lessee at Lessee's sole cost and expense. In addition, Lessee agrees to pay to Lessor, Lessee's proportional share of the cost of such items and services as Lessor may deem appropriate to good order, protection, condition and repair of the shipping center and which may be provided in common with other tenants of the building of which the leased premises are a part and may include, but shall not be limited to: (a) parking lot paving, sweeping, lighting, striping, drainage and maintenance and the cost to have abandoned vehicles removed from the shipping center; (b) maintenance, repair and replacement of and utilities to operate heating and air conditioning systems if the same are provided centrally, (c) maintenance and lighting of the shipping center signs; (d) water and sewage; (e) garbage and trash removal; (f) business permit fees, parking or occupancy taxes and charges assessed against the shipping center by governmental agencies; (g) fire, casualty, public liability, rental and other insurance in amounts and covering hazards deemed appropriate by Lessor; (h) cleaning and painting of exterior walls and removal of graffiti; (i) cleaning and lighting of walkways and common areas; (j) gardening and maintenance of planted areas and weed abatement; (k) security guards, inspectors and parking lot attendants; and (l) seasonal decorations. Lessee's share of costs for these services shall be paid to Lessor as set forth in Paragraph 3.

If individual heating or air conditioning units or any other equipment and fixtures are provided to Lessee, Lessee shall pay the full cost of operating, maintaining, replacing and repairing same during the term hereof.

11. ALTERATIONS AND REPAIRS. Lessee shall make no alterations of or additions to either the interior or exterior of the said premises without the written consent of Lessor. Any such additions to or alterations of the premises

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shall be made at the expense of the Lessee, and any such alterations of or additions to the premises, including any locks, bolts or security grating and hardware, shall become at once a part of the realty and belong to Lessor. Lessee, at Lessee's sole cost, is responsible for all repairs and maintenance of the lease premises and shall keep and maintain said premises and appurtenances and every part thereof, including but not limited to the store front, exterior walls, doors, roof, plumbing, sewers, plate glass and other glazing, duct work, electrical wiring and lights, sign fixtures, canopies and sidewalks adjacent to the premises, floors, ceilings, fire sprinkler systems and the entire interior of the premises in good and sanitary order, condition and repair, making replacements as necessary. Lessee hereby waives all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. If, during the term of this Lease, in the judgment of Lessor, the Lessee shall fail to keep and maintain the premises in any respect required by this Paragraph, Lessor may do anything necessary to correct the problem by restoring the good and sanitary order and condition, or make the repair, provided that the Lessee shall have failed to correct such problem or make such repair within fifteen (15) days after receipt of notice from Lessor. Any amounts expended by Lessor to correct such problem or make such repair shall be deemed to be additional rental and is payable as such on the next day upon which rent becomes due.

By entry hereunder, Lessee accepts the premises in their present order, condition and repair and agrees on the last day of said term or sooner termination of this Lease, to surrender unto Lessor said premises with the said appurtenances in the same condition as when received, reasonable use and wear thereof excepted. Lessee understands that Lessor makes no representations or warranties as to the physical or mechanical qualities of the premises. Any costs at the outset necessary to make the leased premises tenantable shall be borne by the Lessee.

12. TRADE FIXTURES. Subject to the provisions of this Agreement, Lessee at Lessee's expense may install in or on the leased premises such fixtures, equipment, furniture and property as it may consider advisable for the conduct of its business, provided that any such installation shall not cause any material damage to the improvements on the leased premises. Lessee shall remove all unattached, movable furniture, trade fixtures and store equipment installed on the leased premises by Lessee and the same shall be removed by Lessee at or before the expiration or termination of this Lease, or any renewal term hereof, and if

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damage is caused by such removal, Lessee agrees to repair such damage at its own cost forthwith.

13. FREE FROM LIENS. Lessee shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee.

14. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Lessee shall, at its sole cost and expense, comply with all of the requirements of all County, Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises, and shall faithfully observe in the use of the premises all County, Municipal, State and Federal laws now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be party thereto or not, that Lessee has violated any such laws in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

15. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the Lessor's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions which written consent shall not be unreasonably withheld by Lessor. Lessor's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 4 above. Upon any assignment or subletting, the parties agree that the base rent stipulated in Paragraph 3 above shall be increased to the market rent determined by survey of the rent then being asked for similar vacant premises in the area, but in no event shall the new base rent be less than the base rent payable for the last full month immediately preceding the assignment or subletting. Lessor's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the Lessor's consent shall, at the option of the Lessor, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Lessee shall not be relieved of any liability or performance of any term of this Lease.

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16. TAXES AND ASSESSMENTS.

16.1 PERSONAL PROPERTY AND TRADE FIXTURES. Lessee shall be liable for all taxes and assessments levied against personal property and trade fixtures or improvements placed by or for Lessee in, on or about the leased premises. If any such taxes or assessments on Lessee's personal property or trade fixtures or improvements are levied against the Lessor or Lessor's property, and if Lessor pays the same, which Lessor shall have the right to do regardless of the validity of such levy, of if the assessed value of Lessor's property is increased by the inclusion therein of the value placed upon such personal property or improvements of Lessee, and if Lessor pays the taxes and assessments based on such increased assessment, which Lessor shall have the right to do, regardless of the validity thereof, Lessee, upon demand, shall, as the case may be, repay to Lessor the taxes and assessments so levied against Lessor, or the proportion of such taxes and assessments resulting from such increases in the assessment.

16.2 PROPERTY TAXES AND ASSESSMENTS. Lessee agrees to pay Lessor Lessee's proportional share as defined in paragraph 7 of the total taxes and special assessments upon the whole of the land and building and parking lot, upon and within which, the leased premises are situated. A statement of the taxes and special assessments for each year shall be prepared by Lessor and a copy thereof furnished to Lessee, and Lessor's good faith computation of Lessee's prorata share of said taxes and assessments for the year shall be final and binding on all parties. The taxes and assessments due from Lessee for the first and last years of the lease term shall be prorated so as to include only those portions of the taxable years which are part of the lease period. If property taxes are cancelled following Lessor's acquisition of the property, Lessee shall pay any possessory interest tax levied by Contra Costa County.

17. ADVERTISEMENTS AND SIGNS. Lessee shall not place or permit to be placed any sign, marquee, lettering, decoration, advertising, light or awning on the outside of the leased premises or on the inside of the said premises if the same be visible from the outside of the leased premises, without the written consent of Lessor. Lessee agrees that all signs shall be conformity with dimensions and color schemes designated by Lessor. Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on or about the premises and which, in the opinion of Lessor, is objectionable

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or offensive, and if Lessee fails so to do, Lessor may enter upon the leased premises and remove the same. Lessee agrees not to use a phonograph, loud speaker or other sound equipment audible from the outside of the premises without the prior written consent of Lessor. Lessee shall comply with all sign requirements as set forth in the Oakley Municipal Code.

18. LESSEE'S INSURANCE. During the term of this Lease, Lessee at its own cost and expense, shall procure from reliable insurance satisfactory to Lessor, and keep in full force and effect at all times during this Lease term, a public liability and property damage insurance policy in amounts of not less than the following: Bodily injury liability - \$1,000,000 each person, \$1,000,000 each occurrence; property damage liability - \$500,000 each occurrence. Said policy shall cover injuries to and/or death of all persons and loss of or damage to property (including loss of use) occasioned by or arising from or out of the acts or omissions of Lessee, its agents and/or employees and/or the condition of the premises. Such insurance shall expressly inure to the benefit of Lessor, its agent or employees, for liability arising or alleged to have arisen from such acts or omission on the leased premises or the operations of Lessee or anyone directly or indirectly employed by Lessee. Said insurance policy shall name both Lessor and Lessee as insureds, with a copy of said policy being furnished directly to Lessor.

Lessee is to obtain a written obligation on the part of the insurance carriers to notify Lessor in writing at least ten (10) days prior to any cancellation or expiration without renewal thereof, and Lessee agrees if it does not keep said insurance in full force and effect the Lessor may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be a part of the rental and is payable as such on the next day upon which rent becomes due.

The Lessee shall, at its sole cost and expense, comply with any and all recommendations and requirements pertaining to the leased premises of any insurance organization or company in connection with the maintenance of fire and public liability insurance covering the leased premises and the shopping center.

19. WASTE. The Lessee shall not commit, or suffer to be committed, any waste upon the leased premises or any public or private nuisance.

20. PROHIBITED USES. Lessee shall not use the leased premises for, or carry on or permit upon said leased premises, any offensive, unlawful, noisy or

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dangerous trade, business, manufacture or occupation, or any nuisance or anything against the public policy. Lessee shall not conduct or permit any auction sale, sidewalk sale or parking lot sale to be held in or about the leased premises, although outdoor seating for Lessee's customers is allowed with a seating plan approved by Lessor. Lessee shall not solicit business, distribute handbills, store its equipment or merchandise or erect any signs, planters or other barriers on any sidewalk, in the parking lot, or in any common area, without the written permission of the City Manager.

21. ENTRY BY LESSOR. Lessee shall permit the Lessor and its designees to enter into and upon the leased premises after reasonable notice is given to Lessee, who shall not unreasonably withhold such permission, (a) to inspect the premises; (b) to make repairs, alterations or additions (with such materials as Lessor may deem necessary therefore) to the leased premises, the building of which the leased premises form a part, or any property owned or controlled by Lessor; (c) to post notices of non-liability for alterations, additions or repairs; (d) to place upon the property in which the said leased premises are located any usual or ordinary "For Sale" signs, and to show any prospective purchasers the leased premises; (e) to place upon said leased premises any usual or ordinary "To Let" or "To Lease" signs, at any time within ninety (90) days prior to the expiration of this Lease, in which case Lessee shall allow prospective lessees or applicants to enter and examine said leased premises during the said last ninety (90) days; and (f) for any other lawful purposes. In all instances of emergency, entry by Lessor, its designees or its invitees, Lessee waives any claim to damages or any rebate of rent for any loss of occupation or quiet enjoyment of the leased premises, including loss of business, occasioned by such entry.

22. INDEMNIFICATION OF LESSOR. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, merchandise or property of Lessee in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, merchandise or property of any person, occurring in, upon or about the leased premises, sidewalks or parking areas adjacent thereto, from any cause arising at any time during the term of this Lease or any extension hereof. Lessee agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the demised leased premises, for any reason other than because of any act or omission of Lessor, then

LEASE AGREEMENT
3080 Main Street, Oakley, California

Lessee shall hold Lessor harmless from all liability by reason thereof, including reasonable attorney's fees incurred by Lessor in such litigation and all taxable court costs.

23. INSOLVENCY. The following shall constitute a breach of this Lease by Lessee: (a) the insolvency of the Lessee; (b) the commencement of any bankruptcy proceedings whether begun by or against the Lessee; (c) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; (d) an assignment by Lessee for the benefit of creditors.

24. NOTICES. Any notice, demand or communication under or in connection with this Lease may be served by either party upon the other by personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid, and directed to Lessor at 3231 Main Street, Oakley, California 94561 and may, likewise, be served on Lessee by personal service, or by mailing the same, addressed to lessee at 3080 Main Street, Oakley, California 94561 whether or not Lessee has departed from, abandoned or vacated said leased premises. Either Lessor or Lessee may change its address by notifying the other party in writing as to such new address as may be desired used and which same shall continue as the address until further written notice.

25. TIME IS OF THE ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions and obligations herein contained.

26. NON-WAIVER OF BREACH. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenants or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any receding breach by Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

27. EFFECT OF EXERCISE OF PRIVILEGE BY LESSOR. The exercise of any right or option or privilege hereunder by Lessor shall not exclude Lessor from exercising any and all other rights, privileges, and options hereunder and Lessor's failure to exercise any right, option or privilege nor shall it relieve Lessee from

LEASE AGREEMENT
3080 Main Street, Oakley, California

Lessee's part to be performed hereunder nor from damage or other remedy for failure to perform or meet the obligations of this Lease.

28. VACATING OR ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the leased premises any time during the lease term; and if Lessee shall abandon, vacate or surrender said leased premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Lessee and left on the leased premises shall be deemed to be abandoned, at the option of the Lessor, except such property as may be mortgaged to the Lessor, if any.

29. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all of the existing subleases or subtenancies.

30. DESTRUCTION OF PREMISES. In the event of total destruction of the building in which the said leased premises are situated during the said term, from fire or other catastrophe, this Lease shall terminate. In the event of a partial destruction from any such causes, the Lessor shall forthwith restore the premises provided such restoration can be made within thirty (30) days under the laws and regulations of federal, state, county and municipal authorities, and materials and labor are available for such repairs, but such partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate deduction of rent while such restoration is being made, such proportionate deduction to be based upon the extent to which the making of such restoration shall interfere with the business carried on by Lessee in said leased premises. If such restoration cannot be made in thirty (30) days, Lessor may, at its option, make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as in this paragraph provided. In the event that the Lessor does not so elect to make such restoration which cannot be made in thirty (30) days or a reasonable time, or such restoration cannot be made under such laws and regulations, or materials and labor are not available for such restoration within such time, this Lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obligated to restore or may elect to restore under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee. In the event that the leased premises may be destroyed to the extent of more than 33-1/3% (thirty three and one-third

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percent) of the replacement cost thereof, the Lessor may elect to terminate this Lease. In any case that Lessor should elect or be obligated to restore or rebuild because of destruction as provided herein, Lessor's obligation shall be limited to the basic building, store front and interior work originally provided by Lessor at the inception of this Lease; Lessee shall fully repair or replace its own alterations and improvements, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Lessee at its expense.

31. REMEDIES OF LESSOR OR DEFAULT. This Lease is made upon the express condition that if default be made in the payment of the rent above reserved, or any part thereof, or if Lessee fails or neglects to perform, meet or observe any of Lessee's obligations hereunder, or if Lessee shall abandon or vacate said leased premises, Lessor or the legal representative of Lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended, and re-enter the said demised premises, or any part thereof, either with or without process of law, and expel, remove and put out Lessee or any person or persons occupying said leased premises and may remove all personal property therefrom, and store the same in a public warehouse at the cost of and on account of Lessee, using such force as may be necessary to again repossess and enjoy said leased premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. Lessor may likewise, at Lessor's option, but at the cost of Lessee, and in addition to any other remedies which Lessor may have upon such default or failure or neglect and without notice to Lessee, petition the Superior Court of the State of California for and be entitled as a matter of right to the appointment of a receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to Lessor. Any such receiver may take possession of any personal property belonging to the Lessee and used in the conduct of the business then being carried on by the Lessee in the said leased premises, and may use the same in conducting such business on the leased premises, without compensation to the Lessee.

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, in addition to any other remedies Lessor may have upon such default, failure or neglect, either terminate this Lease or it may from time to time, without

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terminating this Lease, relet the said leased premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said leased premises. Rentals received by Lessor from such reletting shall be applied: First, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting, including commissions; fourth, to the payment of the cost of any alterations and repairs to the leased premises; and the residue, if any shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of said leased premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the worth at the time of any award of damages of the excess, if any, of the amount of rent reserved in this Lease for the balance of the term and charges equivalent to rent for the remainder of the stated term, and including the cost of recovering the leased premises over that which Lessee proves could reasonably have been avoided, pursuant to Section 1951.2 of the Civil Code of California. No notice of the exercise of any election given Lessor herein need be sent to Lessee.

32. SUBORDINATION. Lessee covenants that this Lease is and shall be at all times subject and subordinate to the liens of any mortgage or mortgages, deed of trust or deeds of trust now existing or which Lessor, or any subsequent owner of the demised premises shall make hereafter covering said premises, and to any and all advances made or to be made thereunder, and to the interest thereon and to any and all renewals thereof. Lessee covenants to execute, acknowledge, and deliver upon request, all documents demanded by Lessor to subordinate this Lease to any such indebtedness as herein provided.

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33. WAIVER OF RELOCATION BENEFITS: Lessee acknowledges that the term of this Lease is month-to-month and Lessor reserves the right to terminate this Lease for any reason with sixty (60) days notice to Lessee.

Lessee warrants and represents to Lessor that Lessee does not have nor shall Lessee claim any right to relocation benefits under any provision of any State of California or federal law and Lessee knowingly waives the right to make any claim against the Lessor for relocation benefits in the event Lessor elects to terminate this Agreement for any reason or at the expiration of the Lease term. Lessee further warrants and represents that he has no other right or claim to compensation arising out of or connected with the acquisition of the leased premises by the Lessor and agrees never to assert such a claim. Lessee does not waive relocation benefits only in the event the leased premises is voluntarily rehabilitated or demolished by Lessor or subject to enforcement of building or health codes by a public entity, as set forth in California Government Code section 7265.3.

34. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

35. DEFINED TERMS. The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal heading or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

36. COSTS OF SUIT. In the event that it becomes necessary or advisable for either party hereto to file suit against the other party to enforce any rights hereunder, the successful party in such lawsuit shall be entitled to a reasonable attorney's fee, to be taxed as costs in such suit or to be fixed by the Court in any such suit.

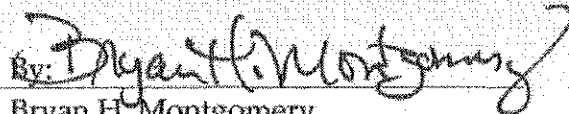
37. WAIVER OF SUBROGATION. As long as their respective insurers so permit, Lessor and Lessee mutually waive for themselves and their respective insurers, their respective rights of recovery against each other for any loss insured

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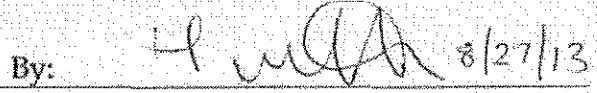
by fire, extended coverage and other property insurance policies, existing for the benefit of the respective parties, but solely to the extent of the amount of insurance proceeds received by the insured party. Each party shall obtain any available endorsements to evidence compliance with the above waiver.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate, the day and year first hereinabove written.

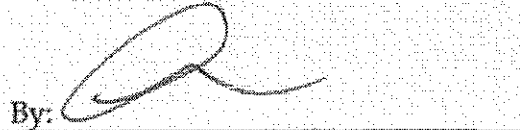
LESSOR
City of Oakley, a municipal corporation

By: 
Bryan H. Montgomery
City Manager

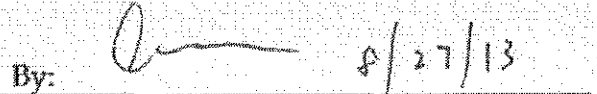
LESSEE
Individually dba as Republic of Cake, LLC

By:  8/27/13
Peter McNiff
Owner


ATTEST:

By: 
Libby Vreonis
City Clerk

LESSEE
Individually dba as Republic of Cake, LLC

By:  8/27/13
Chih-Chung Fang
Owner

APPROVED AS TO FORM

By: 
William R. Galstan
Special Counsel

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AMENDMENT TO THE LEASE AGREEMENT
3080 Main Street, Oakley, California 94561

This Amendment to the Lease Agreement ("Lease"), by and between the Successor Agency to the Oakley Redevelopment Agency and the City of Oakley, a municipal corporation ("Lessor"), and Peter McNiff and Chih-Chung Fang, individually and dba Republic of Cake, LLC, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

Recitals

- A. The City of Oakley and the Successor Agency to the Oakley Redevelopment Agency, collectively herein "CITY" is the owner of that real property located at 3080 Main Street, Oakley, California also referred to as APN 037-200-011, "the property."
- B. On February 26, 2013, CITY approved the Lease Agreement with Lessee pursuant to the bid proposal submitted by Lessee.
- C. Section 5 of the Lease Agreement provided for the CITY to participate in the tenant improvements and other needed improvements to the property in the amount of \$220,000.
- D. Lessee has subsequently completed the design for and received bids for the construction of these improvements. The cost of the design and construction is now estimated to be \$290,000.

Lessee has made a request that the Lease Agreement be amended to increase the CITY's participation in the tenant and other needed improvements by an amount up to \$290,000

Amendment to Agreement

Now, therefore, the parties agree as follows:

- 1. Section 5 of the Lease Agreement between CITY and Lessee, approved by the City Council February 26, 2013, is amended to increase the CITY's participation in the design and construction of the tenant and other needed improvements by \$70,000, for a total up to \$290,000.

LEASE AGREEMENT
3080 Main Street, Oakley, California

2. All other terms and conditions of the Lease Agreement remain unamended and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate, the day and year first hereinabove written.

LESSOR

City of Oakley, a municipal corporation

By: 

Bryan H. Montgomery
City Manager

LESSEE

Individually dba as Republic of Cake, LLC

By:  8/27/13

Peter McNiff
Owner

ATTEST:

By: 

Libby Vreonis
City Clerk

LESSEE

Individually dba as Republic of Cake, LLC

By:  8/27/13

Chih-Chung Fang
Owner

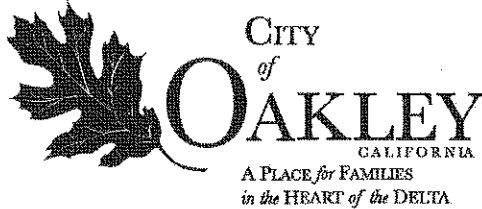
APPROVED AS TO FORM

By: 

William R. Galstan
Special Counsel

Agenda Date: 12/09/2014

Agenda Item: 3.13



MEMORANDUM

Date: December 9, 2014
To: Bryan H. Montgomery, Executive Director
From: Paul Abelson, Finance Director
Subject: Annual Meeting of the Oakley Public Financing Authority.

Approved and Forwarded to the Oakley Public Financing Authority Board of Directors

A handwritten signature in black ink, appearing to read "B. Montgomery".

Bryan H. Montgomery, Executive Director

Summary and Recommendation

The City and the Oakley Redevelopment Agency created a Public Financing Authority in August 2003, in order to have an entity to facilitate public financing activities. The City Council serves as the Board of the Authority, and the originating documents call for the Authority's Board to meet at least once each year. While the Board has met during the year already to facilitate a refunding transaction successfully completed in October, it remains our practice to hold an Annual Meeting in December to ensure the once-per-year meeting requirement is met.

No action is required, unless a member of the Board desires to discuss a prior Authority action or request a future Authority agenda item.

Fiscal Impact

None

Conclusion


By inclusion on this agenda, the Oakley Public Financing Authority memorializes that it has held its Annual Meeting.



STAFF REPORT

Date: December 2, 2014
To: Bryan H. Montgomery, City Manager
From: Libby Vreonis, City Clerk/Paralegal
Cc: William R. Galstan, Special Counsel
Subject: Interviews and Selection of One Councilmember to Fill a Vacancy Seat on the Oakley City Council

Approved and Forwarded to City Council:


Bryan Montgomery, City Manager

FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON DECEMBER 9, 2014

Summary and Recommendation

The City Clerk received written resignation from a Councilmember on November 5 and in accordance with the appointment procedures ordinance introduced on October 28 and adopted November 18, and following the City Council's direction to follow the procedure of such ordinance prior to it becoming effective, a notice of vacancy was posted and applications were received for the City Council's review. Staff recommends the City Council review all applications received by the application deadline, conduct interviews with each applicant, and appoint one applicant to fill the vacancy and serve the remaining term (term expires November 2016).

Fiscal Impact

None.

Background Information

On October 28, 2014, the City Council introduced an ordinance to add Section 2.1.007 to Chapter 1 of Title 2 of the Oakley Municipal Code to establish appointment procedures in the event of a vacancy seat (or seats) on the City Council. The ordinance was adopted by the City Council on November 18 and will take effect thirty (30) days thereafter.

When the ordinance was introduced at the October 28 meeting, just prior to the November 4 election, the City Council provided direction to staff to follow the requirements of the ordinance should a vacancy occur prior to the ordinance becoming adopted and effective. The ordinance provides that once the City Clerk receives a written resignation from a Councilmember, the City Clerk shall post a notice of vacancy and receive applications.

On November 4, Councilmember Burgis was elected to serve as Director of the East Bay Regional Park District Ward 7. She submitted her written resignation from the Oakley City Council to the City Clerk on November 5, effective January 12, 2015. A notice of vacancy was posted for her seat. Staff advertised for the seat and as of the time this staff report was



prepared, staff received four applications which are attached for the City Council's review and consideration. Any additional applications received after the date of this staff report will be made available to the City Council for review. Additional applications will also be available for public review at the Office of the City Clerk.

In accordance with the adopted ordinance, "an appointment will be deemed to have been made upon a motion made and seconded and having received at least three affirmative votes. Upon an appointment having been made, the successful candidate shall, at that meeting or at a subsequent regular City Council meeting, take the oath of office and be seated with the City Council. No appointment shall be deemed to have been completed and become effective until the appointee takes the oath of office." Staff recommends if an appointment is made by the City Council on December 9 that the appointee take the oath of office and be seated with the City Council at the first meeting in January, after the effective date of Councilmember Burgis' resignation. This will also provide the appointee an opportunity to invite family and friends to be present when he or she takes the oath of office.

Conclusion

Staff recommends the City Council review all applications received by the application deadline, conduct interviews with each applicant, and appoint one applicant to fill the vacancy and serve the remaining term.

Attachments

1. Applications-Vanessa Perry, Dawn Morrow, Gregory Folkins and Michael Dupray
2. Resolution Approving an Appointee to the Oakley City Council to Complete the Remaining Term of One Vacancy Seat on the Oakley City Council



**APPLICATION for APPOINTMENT to the
OAKLEY CITY COUNCIL
to fill one vacancy seat**

Background Information

The Oakley City Council is seeking applications from residents who would like to serve on the Oakley City Council. The Oakley City Council will appoint one member to fill a vacancy on the Oakley City Council during its regularly scheduled meeting to be held December 9, 2014 at 3231 Main Street in Oakley beginning at 6:30pm. All applicants must attend the meeting to be interviewed. Applicants must be registered to vote and reside within the City of Oakley. The term expires in November 2016.

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

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

Application Deadline

Please type or print clearly on this application and return it **no later than 10a.m. on December 8, 2014, along with completed Fair Political Practices Commission Form 700** which is available at www.fppc.ca.gov. Early submittal of applications is preferred.

Application

All information contained in this application is public data and will be made available for public review and copying for anyone requesting it, and may be posted on the website of the City of Oakley. All information in this application will be provided to the Oakley City Council in a public forum and will be reviewed in public. It will therefore be part of the public record. Although you are not legally required to provide any of the information requested in this application, the information may be used to determine your suitability for appointment to the committee.

1. **Applicant Name:** Vanessa Perry
2. **Home Address:** 1875 Lakewood Drive, Oakley, CA 94561
3. **Phone Number:** (510) 427-6623
4. **E-Mail Address:** vanessaperry55@gmail.com

RECEIVED

NOV 17 2014

CITY OF OAKLEY

5. How long have you lived in the City of Oakley? Just over one year

6. In 300 words or less, please explain why you would like to represent Oakley and serve on the Oakley City Council.

My husband and I lived in San Jose for eight years before moving to Oakley. Moving here was one of the best decisions that we have made. We did a lot of research before moving here and we loved that Oakley has that "small town feel." Coming from a town with a population close to a million, we looked forward to actually knowing our neighbors. I also am looking forward to being more involved in the community, and I think being on the council will be one way to help me do that.

I want to serve on the Oakley City Council because I believe I can make a positive difference in the community and help bring us all together. I am a great listener and easy to talk to, and that will help me learn what the residents want and need from our city. I look forward to getting more input from residents and being able to help implement the changes that are needed/wanted, as well as find out what people feel is currently working, in order to maintain those aspects.

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

I attended San Jose State University and majored in Political Science. My focus was in Public Policy and Administration. I also minored in Business. Both of these gave me the desire to be more engaged in politics and business, which are often intertwined.

During my time at SJSU I was a Public Policy Intern with the Silicon Valley Council of Nonprofits. SVCN gave me hands on experience with public policy and how it affects local communities. I was assigned to working with the Senior Meal Task Force in order to acquire more funding for the Santa Clara County Senior Nutrition Program. I started by visiting senior nutrition sites to get a better understanding of why the program is so important to those attending and the community at large. I also analyzed and reported on census data, as well as data provided from the meal sites, in order to provide a thorough collection of information to be presented to the county Board of Supervisors. We were successful in acquiring the additional funding that was asked of the county, over \$400,000.

I currently work in accounting for a general contractor. I have also held previous positions in accounting. My accounting background gives me the experience to make financial decisions that will be in the best interest of our community.

8. What do you feel are the most pressing matters for the Oakley City Council?

Revenue - We need to bring in more revenue so that we have adequate funding for programs and services to benefit the residents of Oakley. We have plenty of space where new businesses could come in to benefit our community, as well as to give the opportunity for local business owners to get started/grow their business.

Safety – Oakley needs to move towards having its own police force. This will cut down on the county overhead costs while allowing us to have a dedicated police force for the city. These cost savings could be used to hire more officers or offer higher pay to entice more good people to keep our city safe.

Community Involvement – Bringing our community together helps bring pride to residents in our community and entices people to look out for each other more. We can assist in providing information on how neighborhoods can start neighborhood watch programs, which will help bring these neighborhoods together. This will also help us keep crime low.

9. Please attach a current resume.

Please see attached.

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

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

~ Applications *must* be received prior to 10a.m. on December 8, 2014 ~

VANESSA PERRY

1875 LAKEWOOD DRIVE, OAKLEY, CA 94561, (510)427-6623, VANESSAPERRY55@GMAIL.COM

OBJECTIVE

To obtain a position utilizing my current skills and experience, while gaining additional knowledge and experience for future positions/promotions.

EXPERIENCE

04/2014 TO Present WCI-GC, Inc. Walnut Creek, CA

ACCOUNTING ASSISTANT

- Coding and entering invoices from subcontractors and materials vendors
- Checking budgets and change orders
- Printing and preparing check distributions (matching invoices, checking for COIs, submitting for signature)
- Preparing and distributing invoices to clients
- Creating and submitting lien releases

10/2013 TO 03/2014 OfficeTeam (WCI-GC, Inc.) Walnut Creek, CA

CLOSE OUT ENGINEER

- Prepare Close Out packages upon completion of construction projects
- Contact subcontractors to request closing documentation (As Builts, O&Ms, Warranties, etc.)
- Draft meeting minutes, budgets, team sheets, proposals and subcontracts
- Inventory of project folders and preparation for storage
- Back-up for reception (phones, filing, mail, etc.)

ACCOUNTING ASSISTANT

- Coding and entering invoices
- Checking budgets and change orders
- Creating and submitting lien releases
- Preparing payables (printing checks, matching invoices, checking for COIs, submitting for signature)

1/2010 TO 8/2010,
2/2013 TO 6/2013 Griffith Family Dental Sunnyvale, CA

BUSINESS ADMINISTRATOR/HYGIENE COORDINATOR

- Checked patients in, collected necessary paperwork, and alerted back office that patient had arrived
- Checked patients out, scheduled follow-up appointments, created and presented treatment plans
- Collected and posted cash, check and credit card payments in Practiceworks software
- Submitted insurance claims using Remote Lite software
- Contacted patients to let them know that they were due for appointments (via phone and e-mail)
- Maintained a 95% full hygiene schedule by encouraging follow-up appointments and reminders
- Input daily hygiene production numbers into Excel spreadsheets to help determine if goals were being met

6/2012 TO 8/2012 Santa Clara Valley Health & Hospital System San Jose, CA

SUMMER COMMUNICATIONS INTERN

- Assisted the Public Information Officer on communications issues (meetings, literature)
- Contributed content, placement and design input for the SCVMC website migration
- Attended company events to take pictures and receive comments for future emails and publications

1/2012 TO 5/2012 Silicon Valley Council of Nonprofits San Jose, CA

PUBLIC POLICY INTERN

- Planned a candidate forum for Assembly Members Jim Beall and Joe Coto – State Senate District 15
- Researched and compiled demographic data from the 2010 Census, as well as Santa Clara County Senior Nutrition sites
- Created graphs and charts for the Senior Meal Task Force to present to the Santa Clara County Board of Supervisors for a new RFP
- Assisted in the planning of Professor Terry Christensen's retirement party, consisting of over 400 attendees

4/2009 TO 6/2009
ACCOUNTING CLERK

West Valley Staffing Group

San Jose, CA

- Ran aging reports on a regular schedule, or more frequently as needed
- Cleaned up aging by submitting for write-offs, adjustments, etc.
- Contacted customers via email and phone regarding past due accounts

4/2005 TO 2/2008
QUALITY ASSURANCE

Silicon Valley Microelectronics, Inc.

Santa Clara, CA

- Inspected all incoming product
- Processed all RMAs and RTVs for damaged/incorrect product
- Contacted vendors and customers to resolve product quality problems
- Approved invoices for payment

EXECUTIVE ADMINISTRATIVE ASSISTANT

- Prepared expense reports for the President and Vice President using Expensables software
- Used Outlook for e-mail, scheduling, and keeping track of contacts for multiple executives
- Assisted the IT Manager with installation and upgrades of operating systems and productivity applications
- Assisted the Inventory Manager with monthly scanning of inventory and reconciliation of any discrepancies
- Assisted Accounting in making collection calls as needed
- Prepared spreadsheets in Excel using performance data for each sales person
- Ordered office supplies and furniture to keep consistent supply for an office of fifty employees

10/2004 TO 4/2005

Westland Giftware

Union City, CA

CREDIT ANALYST

- Entered and posted both check and credit card payments
- Used MAS500 to maintain customer accounts
- Entered and processed credit memos from customer returns
- Collections on past due accounts

6/2004 TO 9/2004

East Bay Express

Emeryville, CA

ACCOUNTING COORDINATOR

- Processed all payments for the Classified department
- Prepared daily deposits
- Processed payments for freelance writers and for our "sister" papers
- Analyzed aging reports and performed various tasks to improve aging
- Processed adjustments and refunds
- Created all weekly Excel reports for the Classified department

EDUCATION

FALL 2010 - FALL 2012

San Jose State University

San Jose, CA

BACHELOR OF ARTS IN POLITICAL SCIENCE

- Focus in Public Administration and Policy
- Minor in Business

FALL 2008

De Anza College

Cupertino, CA

ASSOCIATE OF ARTS IN LIBERAL ARTS

- Majority of coursework in Accounting



**APPLICATION for APPOINTMENT to
the OAKLEY CITY COUNCIL
to fill one vacancy seat**

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

Application Deadline

Please type or print clearly on this application and return it no later than 10a.m. on December 8, 2014, along with completed Fair Political Practices Commission Form 700 which is available at www.fppc.ca.gov. Early submittal of applications is preferred.

Application

All information contained in this application is public data and will be made available for public review and copying for anyone requesting it, and may be posted on the website of the City of Oakley. All information in this application will be provided to the Oakley City Council in a public forum and will be reviewed in public. It will therefore be part of the public record. Although you are not legally required to provide any of the information requested in this application, the information may be used to determine your suitability for appointment to the committee.

1. **Applicant Name:** Lynnette Dawn Morrow
2. **Home Address:** 5402 Lakespring Drive Oakley, CA 94561
3. **Phone Number:** 925-297-7250
4. **E-Mail Address:** dawnmorrow66@gmail.com

RECEIVED

NOV 18 2014

CITYOFOAKLEY

5 . How long have you lived in the City of Oakley?

21 Years

6 . In 300 words or less, please explain why you would like to represent Oakley and serve on the Oakley City Council.

As a long time resident of Oakley, I understand how far we've come in the past two decades. I know we can keep our rural feel and still advance technology and infrastructure.

Having managed, coached, assisted and team-mommed countless teams, clubs and classrooms for 21 years, I've wiped tears, held hands and bandaged knees of several hundreds of Oakley kids who are now adults and away at college, having careers and starting families of their own. I hope they will want to settle in Oakley too, as we have much invested in them. I want to keep our city a great home for generations of families.

I believe in this community and I feel many citizens are yearning to participate in Oakley's future, but don't know how. I hope to set a good example for my neighbors by stepping up as a leader.

Like most Cities, we've come thru some hard financial times and though the early vision for our town has evolved, Oakley has never been better.

Our City Council and Staff have done an outstanding job. I can't wait to see how we continue to prosper because of their hard work. I hope to be even a small part of leading our little town into the future. ***We have no limits!***

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

My husband and I have owned our home in Vintage Parkway since 1993. We raised two daughters thru the public school system. One graduated from Liberty- The youngest from Freedom. She's currently in her 3rd year at Sac State.

I was a Union Millwright for 20 years before making a career change to Graphic Design. This allowed me to work from home and focus on my family. Like many other families, we moved to Oakley with that in mind.

As a Millwright, I worked in nearly every industrial plant in Northern California, including power plants and sewage treatment. I supervised many jobs, requiring cooperation with many trades and an understanding of schedules, contracts and agreements.

I was active in Millwright Union Local 102 and served on several committees including the Northern California Joint Apprenticeship Training Committee. As the first woman to graduate from a 4 year Millwright Apprenticeship program, and as the only woman on the construction site for many years- I understand how it feels to be a minority.

As a local graphic designer for 15+ years, I have already been a large part of building Oakley's brand. Not only have I done work for The City of Oakley but many small business and organizations in the local area bear my logos. I would be a valuable addition to the council as we go forward with the 2020 plan.

Hoping my own parents will soon relocate to Oakley, I have a keen interest in senior issues and safe, affordable housing as well. We need to take care of every generation.

I have two dogs and walk around our town every day. I love that I can walk to our beautiful downtown plaza. I feel safe here and want to keep it that way.

I'm about as experienced as you can get at being an every-day citizen.

8. What do you feel are the most pressing matters for the Oakley City Council?

- **Public Safety** Upcoming decisions about taking over police services. Focusing on crime prevention in new higher density communities and cultural division.
- **Budget** Continued recovery from financial crisis, security for the future, restoring furlough days, etc
- **Growth** 2020 plan Updates to the plan and • **Branding** for the future.
- **Education** We need to step it up if we want to compete and keep our great people. Our kids are working in an educational vacuum here. We need to be able to get a Bachelors degree or a sustainable career without moving to a big city. Living expenses for college is killing our middle class family. I'd love to see the City partner with a "Corporate Angel" from Google or Apple, etc. Lets ask them -and give them what they need.
- **Community engagement** -for wellbeing, as well as defense against crime. Encourage self-policing by continuing to cultivate neighborhood engagement, including better outreach (in new creative ways)
- **Getting all citizens registered to vote and participating in the diplomatic process.**

9. Please attach a current resume.

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

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

Applications must be received prior to 10a.m. on December 8, 2014

5402 Lakespring Drive
Oakley, CA 94561
925-297-7250
dawnmorrow66@gmail.com
www.artbydmd.com

Dawn Morrow
visual design

Profile.....

As a freelance designer for the past 14 years, I have enjoyed varied projects ranging from logo design to promotional materials for several businesses. I've also enjoyed many hours of production work, including large file library management. I'm always seeking to expand my print and web design experience.

Experience.....

Mountain Hardware Inc. 1999-2013
Technical illustrations for manufacturers' clothing specifications
Color illustrations for buyers' Print and CD-ROM catalogs, **Art Director: Devin Swisher**
Hang Tags, Sell sheets, etc. customized format for several languages **devin.swisher@gmail.com**
415-672-1112

DMDesign 1997-current
Successfully developed business identity packages for many start-ups.
Lead creative on Logo design, print, signage and web marketing.

Education.....

Los Medanos College 1998-2003
Graphic Art / Desktop Publishing
CA.ARTGC.L

Noteable projects.....

City of Oakley
Design and production of new City of Oakley city seal, Heart of Oakley Promos, Oakley Art Show Promos, City of Oakley lapel pin design.

Brentwood Art Society
Poster Art for annual Brentwood Art, Wine and Jazz Festival. Still used annually on flags and billboards thru-out the City of Brentwood, wine bottles and glasses, sand sculpture, tee-shirts, wooden tokens, etc

Previous Career
20 years - Millwright Union Local 102
Journeyman Millwright - Welder

Skills.....

- Adobe Creative Suite (CS6 / CC)
- Microsoft Office Suite
- html5, some JS, Ftp
- Apple Applications / Mac platform
- Workstation: 27" iMac - OSX
- Arc welding



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1. **Applicant Name:** Gregory Lyle Floyd Folkins
2. **Home Address:** 252 Merganser Drive, Oakley CA. 94561
3. **Phone Number:** (925) 626-7009
4. **E-Mail Address:** Folkins7@yahoo.com
5. **How long have you lived in the City of Oakley?** 6+ years

DEC 02 2014

CITY OF OAKLEY

6. In 300 words or less, please explain why you would like to represent Oakley and serve on the Oakley City Council.

In 2008, I retired from active duty service and took a job in the Bay area. When looking for a community to live in, I looked for a family friendly place I could raise my children and give them a safe place to live and a solid education. I chose Oakley, because the city offered those exact qualities. Over the last six years, I have seen the redevelopment of the downtown city center, the growth of residential and commercial opportunities, the continued dedication to educational values, and the dedication of a civic center Veteran's Memorial. These are exciting and foundation building times for one of the youngest California cities.

I have a long family history of service, from military to community service. Serving in the United States Navy strengthened my personal code of ethics and my commitment to serving my community. I have established my family here, finished my college education, and was looking for a way to serve the local community. I was excited to see the advertisement on the Civic Center Message Board, because it was an opportunity for me to do so.

I would like to represent the city of Oakley because the shared values of education, safety, and providing a high quality of life. I would like to serve on the Oakley City Council to provide a sound foundation and opportunities to not only the current citizens of Oakley but its future citizens as well. I hope I get the opportunity to provide robust, responsible, and proficient civic services to the citizens of Oakley.

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

I would make a valuable addition to the Oakley City Council because of my varied life and work experiences. In my current position as a Law Enforcement and Security Program Manager, I utilize relevant laws, rules, regulations, court decisions, techniques, and best practices to recommend options and alternatives to a myriad of different occurrences. I exercise delegated law enforcement duties to build collaborative relationships through Federal, State, and local sector networks to strengthen the resilience of the nation's critical infrastructure. I am well versed in Continuity of Operations (COOP) Multi-Year Strategy plans, Incident Command System structures, and the National Incident Management Systems (NIMS). My Bachelor of Science in Criminal Justice Administration degree is bolstered by over 20 years of Federal, military and local police work. I would be a valued addition in the citywide emergency planning, emergency execution, and emergency / safety services oversight.

During my time in the military, I managed large projects and budgets to ensure compliance with federal directives, guidance, and standards. I conduct administration compliance reviews to improve business support functionality and conduct liaisons with customers, visitors, and Federal operations on a daily basis. Personally, I have been divorced, lost my house in 2008, and had to relocate from Southern to Northern California to pursue a job. I have been able to overcome these setbacks, so I am able to relate to those who may be disenfranchised by government services as well. I understand providing emergency services, public programs, transportation, utilities, and recreational services while under budgetary constraints. I also understand and can empathize with those who need additional assistance.

I would be a valuable addition to the council, because I have direct experience in problem solving and the resources and contacts to succeed with the City Council.

8. What do you feel are the most pressing matters for the Oakley City Council?

The city of Oakley is in transition. From the fields, orchards, and vineyards of Oakley's agricultural past the city is growing into a vibrant delta community. It has a revitalized civic center, landscaped parks, ample recreational opportunities and services, bustling shopping centers, and developing residential opportunities. Yet, there is the sound of cows, roosters, and wildlife that enrich the Oakley experience. It is close to numerous farmers markets, a vineyard, and other ties to Oakley's agricultural roots.

The most pressing matter for the Oakley City Council is how to balance the charm, good schools, and atmosphere that made it "A Place for Families in the Heart of the Delta" while providing growth opportunities in commercial, residential, and transportation development. We need to incorporate a general plan that contains land-use, agricultural, educational, open space, urban boundary, conservation and recreation, safety, public service and facilities, and a housing element.

Simply put, how do we balance why we came here with where we are going.

9. Please attach a current resume.

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

252 Merganser Drive
Oakley, CA 94561
Telephone: 925-626-7009
Email: folkins7@yahoo.com

Gregory Lyle Floyd Folkins

Objective:

To obtain a position on the Oakley City Council

Profile:

October 2008 to present: Federal Protective Service Senior Inspector

Utilizes knowledge of relevant laws, rules, regulations, court decisions, technology, and industry best practices to review and adopt policies and procedures to improve the safety and welfare of current and future employees and visitors.

- Formulated the Continuity of Operations (COOP) plans for a Federal law enforcement agency spanning throughout Region 9 (California, Arizona, Nevada, Hawaii, Guam, and the Samoan Islands).
- As part of a National working group, crafted a best practices guide for the planning and response to an Active Shooter. The guide establishes baseline protocols across the Federal government for Active Shooter / Mass Casualty situations to include Federal law enforcement and Protective Security Guard training and response.
- Shaped a National directive for the safety of employees and visitors by instituting a prohibited items program to ensure guns and other dangerous weapons were not brought into Federal facilities.
- Established National goals, objectives, and performance measures for Agency services by evaluating and providing oversight on an internal controls program.

Prioritizes and manages Regional facility portfolios and asset protection of critical infrastructure to include financial planning and cost estimates to maintain budgets and expenditures.

- Focuses resources to adopt a master plan for the strategic and long range planning of security and life safety programs and physical measures on over 1,200 locations throughout Region 9
- Provides supervisory and non-supervisory oversight to over 100 personnel and the distribution of a balanced workload among operational staff to accommodate workflow, skill level, personnel needs, and occupational specialization.
- Distributes quarterly messages / communications to Regional employees and stakeholders on the status of activities, process improvements, and supporting initiatives.
- Created a five year security assessment and improvement plan which includes a strategy for implementation and documentation.

Performs uniformed duties exercising delegated law enforcement authority. Monitors and implement the region's Mobile Emergency Command Vehicle program and coordinate the contracted maintenance and deployment of the command response vehicle.

- Coordinated the Federal Protective Service (FPS) emergency communication services response to the Southern California wildfires in 2013 and 2014.
- As a physical security Subject Matter Expert (SME), manages the peer-to-peer support of over 100 personnel for the refinement of knowledge, skills, and techniques pertinent to the physical security of over 1,200 facilities.
- As a Field Training Officer, skilled in the policy, procedures, and instruction of police techniques and best practices including lethal and non-lethal use of force.
- Provides patrols and responds, utilizes arrest authority, administers first aid, customer outreach, serves search warrants and subpoenas, conducts investigations, and other administrative duties.

Works with advisory committees, security boards, and task forces to formulate recommendations on policies, projects, and spending allocations. Promotes good relations with federal, state, county, and other municipal government agencies to receive, analyze, and share information and best practices.

- Builds strategic partnerships and collaborative relationships with outside agencies by conducting regular meetings and communications on inter-jurisdictional issues, regional problems, and practical solutions; to include San Francisco Police Department, the US Marshals Service, Department of Labor, and the General Services Administration.

Education:

- November 2013 - Bachelors in Criminal Justice Administration
- August 2013 - Advanced Law Enforcement Refresher Training (ALERT), FLETC
- February 2013 - Electronic Control Device Operator Course, FPS
- January 2013 - Law Enforcement Officers Killed and Assaulted (LEOKA) – Officer Safety Course, Federal Bureau of Investigations (FBI)
- January 2013 - Active Shooter, Emergency Management Institute (EMI)
- November 2012 - IED Search Procedures Workshop, DHS
- August 2012 - Introduction to the Incident Command System, EMI
- July 2012 - Leadership and Influence, EMI
- July 2012 - Introduction to the National Infrastructure Protection Plan, EMI
- July 2012 - Workplace Violence Awareness Training, EMI
- July 2012 - Military Resources in Emergency Management, EMI
- February 2012 - Law Enforcement Instructor Training Program, FLETC
- November 2011 - Associates of Arts, University of Phoenix – GPA 3.74
- October 2011 - Police Officer Standards and Training (POST) Recertification
- July 2011 - Prevention of Suicide Bombings, New Mexico Tech
- July 2011 - Law Enforcement Response to Suicide Bombings, New Mexico Tech
- January 2011 - Field Training Inspector (FTI) Program, DHS

- October 2010 - COOP Awareness Course, EMI
- August 2010 - Childcare Needs During Disasters Course, EMI
- August 2010 - Introduction to the Interagency Security Committee, EMI
- June 2010 - Law Enforcement Officer In-Service Training, FPS

- Education prior to June 2010 available upon request.

List of applicable Law Enforcement / Managerial training courses completed:

- Basic Records Management
- Culture of Privacy Awareness Training
- IT Security Awareness
- IS 546.a – Continuity of Operations Awareness Course
- Emergency and Disaster Preparedness
- No Fear Act
- Interpersonal Communications
- Criminology
- Ethics in Criminal Justice
- Research Methods in Criminal Justice
- Cultural Diversity Issues in Criminal Justice
- Criminal Law
- Criminal Procedure
- Juvenile Justice Systems and Processes
- Criminal Organizations
- Contemporary Issues and Future Issues in Criminal Justice
- Organizational Behavior and Management
- Criminal Justice Management Theory and Practice

- Additional law enforcement / specialty education information available upon request

Additional Experience:

April 1988 to October 2008

United States Navy

Firecontrolman Chief Petty Officer (E-7) September 2004 to October 2008

- Physical Security and Anti-Terrorism Assessor. Responsible for the physical security assessments on United States Naval assets. Team Lead for all US Naval Aircraft Carriers, Littoral Combat Ships, and newly constructed ships, coordinating the assessments of measures undertaken to protect military personnel, equipment, and property against anticipated and probable terrorist threats prior to deployment overseas. Examined all aspects of the assets security program, identified weaknesses, and briefed suggested security improvements and procedures to high ranking senior officers.

Additional Experience: (Continued)

- Electronic Weapon System Assessor. Responsible for the weapons release accountability and control procedure review, material condition and safety inspection programs, and watch team proficiency assessment. Works independently in a small team environment in a high-volume work area to produce comprehensive impartial and analytical periodic reports to high profile military commanders.
- Senior Non-lethal Weapons Instructor. Responsible for the training of United States Naval Pacific Fleet personnel in the practical understanding of the force continuum, deadly force, reasonable force options, rules of engagement and non-lethal tactics and technologies, Improvised Explosive Device (IED) detection, search procedures and anti-terrorism / force protection patrol techniques.
- Material and Maintenance Manager. Responsible for the coordination and training of over 3,000 maintenance procedures on critical weapons, radar and electronic data systems. Oversaw 98 assessments of 225 personnel in 21 divisional work centers.

Firecontrolman Junior Enlisted (E-1 thru E-6)

- Leading Petty Officer. Directed and coordinated the work performed by 48 junior personnel in the operation of missile weapon systems and associated equipment in war-time tactical situations and during tests and evaluations.
- Command Investigator and Ammunition and Arms Custodian. Collected, assembled and analyzed facts in over 100 investigations with 29 as lead investigator. Reviewed and updated 32 standard military police procedures and coordinated three annual Ident-A-Kid fingerprint and military police community program drives. Worked effectively with other non-military police departments as a Sexual Assault Victims and Intervention advocate.
December 1995 to June 1999

San Diego County Sheriff's Office, Santee Station, CA

Reserve Deputy

- Responsible for routine law enforcement duties to include preliminary investigations, patrol, traffic, crime prevention, narcotics enforcement, emergency service, arrests and preservation of peace.

Honors and Activities:

- 30 November 2008, Presidential Certification of Appreciation from President G.W. Bush for excellence in service during a distinguished military career.
- 20 August 2005, Awarded a Navy and Marine Corps Achievement Medal for outstanding service in support of the continued operations in Iraq and Afghanistan.
- 09 June 2003, Awarded a Navy and Marine Corps Achievement Medal for outstanding service by coordinating the training and development of 125 junior personnel in warfare specialist qualifications.
- 25 April 2002, Awarded a Navy and Marine Corps Achievement Medal for outstanding service by providing training and watch team proficiency of 48 personnel and the safe loading of 130 missiles in support of Operation Iraqi Freedom.
- May 2000, Special Congressional Recognition from Congresswomen Bono for conduct and operational support while on assignment in Kuwait.
- Professional Associations
 - Joint Regional Intelligence Center
 - Northern California Regional Intelligence Center
 - Military Police Regimental Society
 - ASIS International

References:

References available upon request



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1. **Applicant Name:** Michael R. Dupray
2. **Home Address:** 104 Almaden Court, Oakley, Ca.
3. **Phone Number:** 925-324-2023
4. **E-Mail Address:** mr2dupray@yahoo.com

RECEIVED

DEC 02 2014

5. How long have you lived in the City of Oakley? 3 years

6. In 300 words or less, please explain why you would like to represent Oakley and serve on the Oakley City Council.

I would like to represent the citizens of Oakley because I am team oriented and problem solving. I am aware of the State and County mandates for growth management, environmental issues and infrastructure. I am currently a member of the Contra Costa County Transit Authority Citizens Advisory Committee which provides citizen perspective, participation, and involvement in Authority policy development and implementation. As such we see how local municipalities receive and spend Measure J dollars for local projects. I am fully aware of the complexity of issues the city management faces in making decisions affecting the citizens.

As a whole, the community wishes to maintain a rural atmosphere. In order to control growth and maintain public services city government must strike a balance between the wishes of the citizens, State and County mandates and ways of effectively generating revenue. Revenue is generally generated from parcel fees and taxes from the number of homes to businesses. Housing projects must be carefully planned to maintain a rural atmosphere, not infringe on existing homeowners desires (such as open space, views), maintain safe access and egress to schools and for emergency services.

Bringing in living wage jobs via high tech or light industry, small home based, local store front businesses and large scale retail, all which generate revenue, must be balanced with not only State and County mandates, but more importantly, citizens wishes.

I am connected to the community via social networks and local organizations such as the Veterans of Oakley, Oakley Senior Citizens, the Oakley Improved Order of Red Men and various social media.

And finally I am able to bridge the gap between citizens concerns and desires to city government with unbiased non partisan balance.

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

I have spent the last thirty four years working as a Decontamination Technician, Health Physics Technician, Environmental Health and Safety Engineer and Principal Radiological Control Technician for various federal and state governed facilities. I have developed effective communication skills across a wide spectrum from laborers to Nobel Laureates, federal and state regulators. I am familiar with State, Department Of Energy and Nuclear Regulatory Commission regulations. I have written many regulatory driven procedures for decontamination, handling radioactive materials and calibration of nuclear instrumentation. As a union negotiating team member I am familiar with contract language writing and negotiating skills. I am currently a member of the Contra Costa County Transit Authority Citizens Advisory Committee which provides citizen perspective, participation, and involvement in Authority policy development and implementation. As such we see how local municipalities receive and spend Measure J dollars for local projects. I am cognizant of the state regulations concerning the city's growth management plan, OneBayArea Grant Program (OBAG), Regional Housing Need Allocation (RHNA), Moving Ahead for Progress in the 21st Century (MAP21, H.R.4348, P.L. 112-141). I am fully aware of the complexity of issues the city management and council faces in making decisions affecting the citizens. I am currently attending the Oakley Leadership Academy. I am currently actively seeking a partnership between Lawrence Berkeley National Laboratory's Innovation and Partnerships Office and the City of Oakley for the development of startup incubator businesses, and high tech businesses.

8. What do you feel are the most pressing matters for the Oakley City Council?
Public Safety, Infrastructure, Business development, Revenue

9. Please attach a current resume.

Dupray; Michael R.
104 Almaden Circle Oakley, Ca. 94561
Cell Phone: 925-324-2023
Home Phone: 925-240-4499
Work Phone: 510-486-5642

Environmental Health and Safety Engineering Associate/Principal Radiological Control Technician

SUMMARY:

A self motivated, quick learning, team oriented Environmental Health and Safety Engineer Associate and Principal Radiological Control Technician with more than thirty four years of commercial nuclear power and R&D facility experience. Major strengths in quickly learning new skills, jobs, technologies and concepts, identifying and solving radiological problems, effectively directing and controlling workers in radiologically controlled areas. Additional skills in trouble shooting, repairing, building/modifying, calibrating Health Physics Instruments, procedure writing, Decontamination and Demolition Planning, conducting Emergency Plan drills and exercises, scenario development/writing, planning and staffing. Skilled at contract negotiations, contract writing, communicating and problem solving. Member of the Contra Costa County Transit Authority Citizens Advisory Committee. Member of the University Professional and Technical Employees Union bargaining team.

ACCOMPLISHMENTS:

Lawrence Berkeley National Laboratory: Identified all of the buildings onsite which were suspected to or contained legacy radioactive materials. Developed a map of the site with all of the buildings with legacy and active radiological concerns. Developed and implemented a plan for performing a legacy radioactive materials survey sweep of the lab. Developed a searchable knowledge data base for all of the legacy radioactive materials buildings. Designed and assisted in developing an ACCESS database survey documentation system and search engine to improve detail and the quality of documentation and provide quicker and more accurate service to our Facilities service groups.

General Atomics: Post decontamination and decommissioning surveys and final release surveys for previously radiological posted facilities. Identified a hot particle contamination problem in unrestricted areas. Recommended and purchased and setup/calibrated the Personnel Contamination Monitors (PCM2's) to replace hand-held instruments. Recommended and assisted in implementing a Hot Particle program. Wrote and implemented scaler and hand-held instrument procedures as well as many other Health Physics procedures. Assisted in Hot Cell Decontamination & Demolition HP Dept. set up. Provided training for, Health Physics technicians for facility instruments, H3 instrumentation operation and performance testing as well as H3 contaminated area decontamination. Assisted in the planning and implementation of the H3 extraction process equipment decontamination and dismantlement. Reduced exposures during Hot Cell D&D by designing and implementing engineering controls and procedures.

Rancho Seco: Reduced overall exposure during decontamination of Decay Heat Pump Room and equipment by grid mapping the room to scale and pinpointing contamination to smaller more controllable areas thereby reducing the number of entries into the room for repetitive surveys and decontamination efforts. Suggested the installation and use of stainless steel drip pans for equipment in contaminated areas to eliminate the spread of contamination after decontamination. This would have reduced radioactive waste and personnel exposure over a long period of time as well as reduce the chances of personnel contamination. Prior to the closure of Rancho Seco a feasibility study was initiated for cost effectiveness but was canceled due to plant closure. Initiated a system for emergency planning scenario development and implementation using WordPerfect 5.0, Micro Soft Excel and

Formbase programs which reduced paper work, man hours and increased the efficiency of record keeping.

San Onofre: Wrote LCM-15B laundry monitor procedure to simplify operation, performance testing, calibration and repair. Improved (calibrated/repared/made ready to issue) air sampling equipment availability from less than 30% to 100% in less than a year while upgrading work area and equipment. Rebuilt, reconditioned, modified old air sampling equipment to meet new standards and reduce the need to purchase more costly new equipment.

WPPSS 2: Designed a venting attachment for leak rate testing that routed vented contaminated air, gas and liquids through an HEPA filtered wet and dry vacuum thereby reducing personnel contaminations and radioactive waste.

Community:

Selected to represent the citizens of Oakley on the Citizens Advisory Committee for the Contra Costa County Transportation Authority for two terms
Started the Oakley Community garden project
Member of the Vintage Parkway Volunteers fence painting project
Candidate for Oakley City Council
Member of the Veterans of Oakley
Member of the Oakley Senior Citizens
Member of the Oakley Chamber Of Commerce

Union:

Member of the 2014 contract negotiating team member for the University Professional and Technical (UPTE) Employees union. Member of the UPTE negotiating team for 2015 retiree healthcare trust fund reopener.

EXPERIENCE:

7/2000 to Present Lawrence Berkeley National Laboratory, 1 Cyclotron Road Berkeley, Ca.
Environmental Health and Safety Engineer Associate
Provides radiation safety support to the Radiological Work Permit (RWP) program. Applies health and safety knowledge to support and evaluate radiation uses and assist in correcting hazards, when appropriate. Performs inspections and audits of worksites, laboratories, equipment and personnel to ensure and determine compliance with radiation standards and policies. Is responsible for maintaining complete and accurate documentation of work performed, audits, surveys and follow-up inspections. Conducts incident investigations and prepares appropriate reports. Prepare new, extended or amended RWP documents. Prepares radiological work plans for Facilities remodeling and demolition work in identified legacy radioactive materials buildings and areas. Is responsible for communicating effectively with workers and EH&S professionals regarding findings and corrective actions identified during audits.

6/92 to 7/2000 General Atomic, 3550 General Atomic Court, San Diego, Ca. Senior Staff Health Physics Technician (Lead HPT) Work independently to conduct routine, special and emergency radiological surveys on all operations, equipment and laboratories, i.e., Hot Cell, Fuel Fabrication facilities, Linear Accelerator, TRIGA Reactors, tenant laboratories. Logs, analyzes data and maintains legal records on all radiological health activities in assigned areas. Issue reports on radiological safety. Determines the need for remedial action during incidents involving unusual radiation levels, airborne radioactivity or other emergencies. Performs radiological safety audits and makes recommendations to operating management concerning radiological safety. Write Health Physics procedures. Performs

repairs and calibrations of Health Physics instruments. Provide Health Physics coverage for Hot Cell Facility Decontamination and Decommissioning Project. Provide Health Physics coverage for decontamination and decommissioning of ESTES H3 extraction facility at the GA Hot Cell Facility. Assisted in writing the Decontamination and Demolition Plan for the Hot Cell Facility.

11/26/90 to 6/92 Bartlett Nuclear Inc. San Onofre Nuclear Generating Station, San Clemente, Ca. Senior Health Physics Technician Health Physics Instrument Technician Repair, calibrate, modify and performance test Health Physics instruments. Repair, calibrate and maintain NNC LCM-15B contaminated laundry monitor. Wrote procedure for operation, performance testing and calibration of LCM-15B. Modify, repair and calibrate NOVALEC BETA AEROSOL BEACON. Operate Nuclear Data Multi Channel Analyzer. Was responsible for the repair, calibration, modification and storage of all Health Physics air sampling equipment. Trained Health Physics Personnel on operation and performance testing of air sampling equipment.

2/27/89 to 11/15/90 Sacramento Municipal Utility District. Rancho Seco Nuclear Generating Station, Herald, Ca. Radiation Protection Technician, Step 8, Shift Qualified. Coordinate with SMUD, State, County and local personnel to select participants, controllers and observers for Emergency Plan drills and exercises. Develop and implement Emergency Plan drill and exercise scenarios. Administer pre drill controller training and participant briefings for the drill participants. Participate in quarterly, annual and control room drills and exercises as a participant and controller for the Operational Support Center, Technical Support Center, Control Room, Emergency Operations Facility, Emergency News Center and Control Cell. Establish, maintain and direct control points for access to radiological controlled areas; assign stay times and monitor access; brief workers on entry and egress procedures; provide job coverage; Design and installation of temporary shielding and containment devices; install and evaluate effectiveness of HEPA units; participate in ALARA planning; Evaluate jobs in progress; perform post job reviews; provide corrective actions and instructions to workers during work evolutions; audit work covered by RWP for adherence to procedures. Provide support for the Emergency Plan and Fire Brigade.

8/26/88 to 2/27/89 Health Physics Technical Services, Inc. Rancho Seco Nuclear Generating Station, Herald, Ca. Radiation Protection Technician Radiation Protection Support for decontamination of various rooms and equipment using the Kelly Decon Unit; repairs on the reactor coolant pumps and steam generator component piping during low power operation.

8/24/87 to 7/27/88 Power Systems Energy Services, Inc. San Onofre Nuclear Generating Station, San Clemente, Ca. Senior Health Physics Technician Health Physics support at all units for work on CRDM's, RCP seal rebuild, Pressurizer Spray and various other valve rebuild jobs; Radioactive waste Bldg; Hot Machine Shop, CRUD tank work and new fuel receipt.

7/16/87 to 8/14/87 Bartlett Nuclear Inc. Perry Nuclear Power Plant, Perry, Ohio Senior Health Physics Technician Health Physics coverage for balance of the plant.

4/2/87 to 7/7/87 Bartlett Nuclear Inc. Diablo Canyon Nuclear Power Plant, Avila Beach, Ca. Senior Health Physics Technician Health Physics coverage for RHR pipe replacement in the Auxiliary Bldg, CRDM fan repair, Hot machine Shop, various valve rebuild and repair work and Auxiliary Bldg Control point Lead Technician.

3/2/87 to 3/18/87 Allied Nuclear Inc. Duane Arnold Energy Center, Palo, Iowa Senior Health Physics Technician Health Physics coverage for balance of the plant.

10/6/86 to 2/19/87 Bartlett Nuclear Inc. Pilgrim Nuclear Power Station, Plymouth, Ma. Senior Health Physics Technician Health Physics coverage for MSIV plug rebuilds, Drywell modifications and balance of the plant.

7/7/85 to 9/5/86 U.S. Ecology Inc., Hanford Reservation Richland, Washington Radiation Control and Safety Technician Performed incoming Radioactive Waste shipment, out going, operational area and environmental surveys. Verified incoming shipment paper work for compliance with Washington State Radioactive Waste Materials and NRC Special Nuclear Material licenses for Low Level Radioactive Waste Disposal Site as well as DOT regulations for hazardous materials. Observed offloading operations and verified packaging for compliance with license criteria. Operated MCA and Tri-Carb liquid scintillation counter.

4/85 to 6/85 Allied Nuclear Inc. Washington Public Power Supply System Unit Two, Richland, WA. Senior Health Physics Technician Health Physics coverage for leak rate testing of RHR, Main Steam, RCIC, HPCI and LP Core Spray and Spent Fuel Pool systems.

5/84 to 4/85 Bartlett Nuclear Inc. Peach Bottom Atomic Power Station, Delta, P.A. Senior Health Physics Technician Health Physics coverage for RHR and Recirculation piping replacement in the Drywell.

3/84 to 5/84 Bartlett Nuclear Inc. Salem Nuclear Power Station, Salem, New Jersey Senior Health Physics Technician Health Physics coverage for packaging radioactive waste for shipment.

11/83 to 3/23/84 Rad Services Inc. Pilgrim Nuclear Power Station, Plymouth, Ma. Senior Health Physics Technician Health Physics coverage for Control Rod Drive rebuilds.

5/9/83 to 9/16/83 Rad Services Inc. Beaver Valley Nuclear Power Station, Beaver Valley, P.A. Junior Health Physics Technician Health Physics coverage for Reactor Coolant Pump seal replacement and pipe support modifications.

2/4/83 to 4/24/83 Rad Services Inc. Duane Arnold Energy Center, Palo, Iowa Junior Health Physics Technician Health Physics coverage for Respiratory Protection equipment cleaning facility. TMI Torus modifications, Control Rod Drive rebuild and balance of the plant.

8/31/82 to 12/3/82 Allied Nuclear Inc. Quad Cities Nuclear Power Plant, Cordova, Ill. Junior Health Physics Technician Health Physics coverage for and operation of contaminated laundry machines.

7/28/82 to 8/26/82 Combustion Engineering Inc. San Onofre Nuclear Generating Station, San Clemente, Ca. Decontamination Technician General decontamination of Containment Building, tools and equipment.

3/15/82 to 6/30/82 Institute for Resource Management Inc. North Anna Nuclear Power Plant, Mineral, Va. Decontamination/Junior Health Physics Technician Decontamination of Reactor Cavity, Containment and Auxiliary Building contaminated areas. Health Physics coverage for control point.

12/1/80 to 2/5/82 Allied Nuclear Inc. Bettis Atomic Research Laboratory, West Mifflin, P.A. Decontamination Technician Q clearance. Decontamination and dismantling of contaminated and potentially contaminated lab equipment, rooms, buildings and structures, packaging for shipment and disposal of contaminated soil, building materials and radioactive waste. Build and utilize small buildings and weather enclosures for containment purposes.

8/25/80 to 11/20/80 Allied Nuclear Inc. Millstone Nuclear Power Plant, Waterford, Ct. Junior Health Physics Technician Supervised night shift personnel during contaminated laundry machine operation.

6/15/80 to 8/13/80 Allied Nuclear Inc. J.A. Fitzpatrick Nuclear Power Plant, Oswego, N.Y. Junior Health Physics Technician/Decontamination Technician Trained and supervised plant personnel on the operation of the Electro Polisher Decon unit.

4/8/80 to 6/13/80 Allied Nuclear Inc. Trojan Nuclear Plant, Rainier, Oregon Junior Health Physics Technician Operated Helgeson Whole Body counter, Surveyed protective clothing for contamination. Performed routine survey and air sampling. Provided Health Physics coverage for balance of the plant.

EDUCATION: American River Community College Fresno City Community College Chabot College Professional Divers Instructors College

Major Subjects: Electronics/General Education

Two semesters Business Administration

Two semesters Radiation Protection

One semester SCUBA Instructor Trainer

MILITARY

United States Navy -Four years active duty, Honorable Discharge, Viet Nam era Veteran.

Training: Basic Electricity and Electronics at NTC Great Lakes, Illinois. Advanced Underwater Weapons School Orlando, Florida. Torpedoman's Mate Technician Mark 44 Mod 1 "C" School Orlando, Florida.

AWARDS

Award for reducing personnel exposure and project expense during high exposure waste packaging operation at the General Atomic Hot Cell D&D Project

Spot award for the safe and orderly closure of the National Tritium Labeling Facility at Lawrence Berkeley National Laboratory

Spot award for discovering, decontaminating, characterizing, dismantling and packaging for disposal a radioactive contaminated machine lathe at Lawrence Berkeley National Laboratory

ACTIVITIES

Martial Arts Youth of America Tang Soo Do, Arnis de Mano Batanga, Wing Tsun, Kali, Escrima, Kenpo Kung Fu, Physical Fitness, Weight Lifting, Cardio Workouts, Basketball, Church Lector Community, Ambassador for SHARE of Southern California. Member of the Contra Costa County Transit Authority Citizens Advisory Committee. Member of the University Professional and Technical Employees Union bargaining team.

COMPUTER SKILLS Visio, TurboCad, Quatro Pro, Word Perfect, Auto Sketch, Turbo Cad, Excel, MSWord, Adobe, Access, Power Point.

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

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

~ Applications *must* be received prior to 10a.m. on December 8, 2014 ~

RESOLUTION NO. _____-14

RESOLUTION OF THE OAKLEY CITY COUNCIL APPROVING AN APPOINTEE TO THE OAKLEY CITY COUNCIL TO SERVE THE REMAINING TERM OF ONE VACANCY SEAT ON THE OAKLEY CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Oakley that _____ is hereby appointed to the Oakley City Council to serve the remaining term of one vacancy seat on the Oakley City Council whose term shall expire in November 2016.

The foregoing resolution was introduced at a regular meeting of the Oakley City Council held on the 9th day of December 2014, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



MEMORANDUM

Date: December 9, 2014
To: City Council
From: Bryan Montgomery, City Manager
Paul Abelson, Finance Director
Subject: Police Services Study Update

Summary

This is a status update on the police services study undertaken to determine how to best position the City in providing for the long-term delivery of police services. For the past year, Staff has been taking a measured and deliberate approach to gathering the necessary data, and exploring the options and opportunities that may be available regarding the very complex and critical delivery of police services. Our goal is to present a comprehensive, actionable analysis offering you the opportunity to evaluate and choose an achievable long-term service delivery option that maintains or improves the City's existing level of service; and, in the process, identify whether a lower cost model exists or is likely to exist sometime in the foreseeable future.

In Phase I of the work, Staff researched other studies of a similar nature, developed a scope and strategy for the Study, reviewed the service delivery models for the most recent top safest 50 cities, and conducted a regional survey of local police departments to learn what types of services are currently, and commonly, performed in-house vs. via contract; and to learn where possible, the names of the contractors serving these departments.

In Phase II, Staff continued gathering information by contacting San Ramon and Citrus Heights, two cities who have actually moved from a County contract model to a more in-house model, to explore how the process worked, the timelines they experienced, the initial costs of transition, and lessons learned (what they'd do differently if they were doing it today). Staff visited Citrus Heights and met with the City Manager and his team to discuss their experience in some detail. We also made an initial contact with Brentwood and Antioch to get an indication of their interest in a shared model for some services, such as dispatch. Both appear to be open to discussions, and we believe a partnership in sharing some services with one or both of them may be viable in the future. Lastly, Staff reached out to a number of contractors identified in the above-mentioned regional survey, to find out how their services would be available to Oakley in the future, should the City decide in the future to move to an in-house or hybrid service delivery model; and of course,

gained an understanding of their contract model and how they charge for their services. These contractors generally provided routinely outsourced functions (such as background checks, policies and procedures support, and risk management), and there were no significant new costs identified for those whom responded. There are a number of contractors the City already utilizes for police related services, for example fleet maintenance, forensics and training from the academy, that require no additional research, since we anticipate they would be available from existing City vendors or the County, as they are for all Contra Costa County cities.

In Phase III, Staff developed and began analyzing potential models of service structure and delivery, at a minimum including models under a continuation of the County contract, and through hybrid models that have City staff combined with some contracted services. We also explored whether more comprehensive contracting options may be possible with neighboring/nearby cities (most notably communications, records, and property/evidence operations). We engaged several experienced public safety personnel outside of our organization to review the models and assist in making adjustments that ensure they reflect maintenance of current service levels and that the plan appears achievable.

Also as part of Phase III, we have engaged a compensation and benefits firm to assist Staff in benchmarking compensation and benefits with other local agencies, and to recommend possible compensation and benefits package(s) that would help retain and attract quality personnel. As a component of that package, we are exploring whether a non-CalPERS based retirement plan could be more desirable than using the 2%@57 defined benefit plan the City would have to offer if the more traditional CalPERS approach is followed. We will not receive the results of the work done by the compensation and benefits firm until early next year.

While the numbers continue to show the in-house model as less expensive than the current County contract, we have not yet finalized our analysis or the range of likely compensation costs for personnel or other services related costs. The plan is to have those estimates more final in time for a presentation to the City Council at the January 27, 2015 Council meeting. If the final analysis demonstrates that there will be meaningful savings from separating from the County contract, we would have a return conversation with the County to review whether, with some cost adjustments, the County contract might still be a benefit to both the City and the County. As we have stated many times, the services provided by the Sheriff's Office are of very high-quality, but the costs of those services are also very high. Without substantial adjustments to the County's cost model, the most appropriate decision may very well be moving to an in-house police department.

Discussion, Community and Council Input

Staff welcomes input from the Public and Council's comments and any further direction regarding the Study's scope and strategy.