

AGENDA

REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY

Tuesday, November 18, 2014

6:30 P.M.

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/City Council Acting as the Successor Agency to the Oakley Redevelopment Agency 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 regarding any item on this agenda will be made available for public inspection, during regular business hours, at the front counter in the Main Lobby of the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561.

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

1.0 OPENING MATTERS

- 1.1 Call to Order and Roll Call of the Oakley City Council and Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency**
- 1.2 Pledge of Allegiance to the Flag**
- 1.3 Proclamation-Epilepsy Awareness Month (Noelle Gamon)**
- 1.4 Update from Contra Costa Transportation Advisory Committee (Michael Dupray, Appointee)**

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 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 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 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 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 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 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)

4.0 PUBLIC HEARINGS

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

Staff recommendation:

- Open the Public Hearing
- Receive the Staff Report
- Receive Public Testimony
- Close the Public Hearing
- Deliberate
- Summarize the Deliberation
- Provide Feedback to Staff and the Applicant

5.0 REGULAR CALENDAR

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

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

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

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)

6.0 REPORTS

6.1 CITY MANAGER

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

- (a) Reports from Council Liaisons to Regional Committees, Commissions and Boards AND Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Comments**
- (b) Requests for Future Agendas**

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS-None

9.0 ADJOURN

Proclamation Epilepsy Awareness Month

WHEREAS, epilepsy is a neurological condition characterized by recurrent, unprovoked seizures; and

WHEREAS, epilepsy and seizures affect three million people across the United States, including many children and adults in the state of California diagnosed with recurring seizures; and

WHEREAS, epilepsy can affect anyone no matter what their gender, race, age, religion, education background or socioeconomic status; and

WHEREAS, epilepsy is the third most common neurological disorder among adults in the United States, behind Alzheimer's disease and stroke; and

WHEREAS, ten percent of the American population will experience a seizure in their lifetime; three percent will develop epilepsy by age 75; and

WHEREAS, while epilepsy cannot currently be cured, many of those diagnosed with epilepsy can control their seizures with modern medicine and surgical techniques; and

WHEREAS, people with epilepsy continue to face social stigmatization and discrimination; and

WHEREAS, National Epilepsy Awareness Month is designed to increase the awareness of the disorder in an effort to encourage more Americans to understand the effects of epilepsy.

NOW, THEREFORE, BE IT RESOLVED that I, Randy Pope, Mayor of the City of Oakley, do hereby proclaim the month of November as Epilepsy Awareness Month and encourage all citizens to join me in recognizing the importance of this month.

November 18, 2014

Randy Pope, Mayor

Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council
acting as the Successor Agency to the Redevelopment Agency
October 28, 2014

1.0 OPENING MATTERS

1.1 Call to Order and Roll Call

Mayor Pope called the meeting to order at 6:30p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Diane Burgis, Doug Hardcastle, Randy Pope, Carol Rios and Kevin Romick were present.

1.2 Pledge of Allegiance to the Flag

Mayor Pope led the Pledge of Allegiance to the Flag.

1.3 Proclamation for Tri-Delta for having earned the "Outstanding Public Transportation System Achievement Award" (Councilmember Rios)

Councilmember Rios presented the proclamation. Jeanne Krieg, CEO of Tri-Delta Transit accepted the proclamation and thanked the City Council.

Mayor Pope mentioned he and other Members of the City Council will attend a ceremony tomorrow recognizing Tri-Delta for this award.

1.4 Proclamation-Epilepsy Awareness Month (Noelle Gamon)

Item 1.4 was moved to the meeting agenda for November 18, 2014.

1.5 Update from Diablo Water District (Mike Yeraka, General Manager)

General Manager Mike Yeraka provided an update including information regarding water supplies at reservoirs, current conservation efforts, proactive water monitoring and Diablo Water District's (DWD) building which is currently under construction.

The City Council requested additional information regarding mandatory rationing, monitoring of wells and demonstration gardens at DWD.

Mr. Yeraka explained that DWD has prepared in advance for drought situations to try to avoid rationing; if in the future rationing is required it does not appear that it will be severe. He also explained that DWD currently monitors its wells and surrounding wells and they have not seen any significant changes. He mentioned there will be a demonstration garden at the new DWD site with drought tolerant plants and he plans to provide "how to" videos on DWD's website to assist residents with planting and maintaining drought resistant landscaping.

2.0 PUBLIC COMMENTS

Online Comment Forms

No online comment forms were submitted for Public Comments.

Public Comment Cards

No public comment cards were submitted for Public Comments.

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 and Special Meeting of the Public Financing Authority of October 14, 2014 (Libby Vreonis, City Clerk)**

Oakley City Council

- 3.2 Acceptance of Grapevine Lane Offers of Dedication Associated with Subdivisions 8760, 7662, 8734 and Parcel Map 32 PM 48 between Rose Avenue and O'Hara Avenue (Kevin Rohani, Public Works Director/City Engineer)**
- 3.3 Adopt a Resolution Establishing a Reduced Rental Inspection Fee (Troy Edgell, Code Enforcement Coordinator)**
- 3.4 Waive the First Reading and Introduce an Ordinance for Street Tree Maintenance and Protection (Ken Strelø, Senior Planner)**
- 3.5 Waive the First Reading and Introduce an Ordinance Amending Section 4.29.408(c) of the Oakley Municipal Code Dealing with Neighborhood Standards (Troy Edgell, Code Enforcement Coordinator)**

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

- 3.6 Adopt a Resolution Approving Documents for the Refunding of the Agency's 2003 Tax Allocation Bonds; Authorizing the Sale to Stifel, Nikolaus & Company, Inc. as Underwriters; and Requesting the Oversight Board Approve and Make the Required Findings Necessary to Proceed with the Sale (Paul Abelson, Finance Director)**

Mayor Pope announced Item 3.6 would be moved to the Regular Calendar after Item 5.5.

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

Online Comment Forms

No online comment forms were submitted for the Consent Calendar.

Public Comment Cards

No public comment cards were submitted for the Consent Calendar.

4.0 PUBLIC HEARING

Oakley City Council

4.1 The Reserve at Parklands II (DR 07-14) (Ken Strelo, Senior Planner)

Senior Planner Ken Strelo presented the staff report.

The City Council discussed homes with walls backing up to the trails and the distance and grade of the path to the trail from the subdivision.

Online Comment Forms

No online comment forms were submitted for the Public Hearing.

Public Comment Cards

No public comment cards were submitted for the Public Hearing.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to adopt the resolution. Motion carried unanimously and was so ordered.

5.0 REGULAR CALENDAR

Oakley City Council

5.1 Adopt a Resolution Authorizing the Issuance of a Request for Proposal (RFP) for Professional Auditing Services (Paul Abelson, Finance Director)

Finance Director Paul Abelson presented the staff report.

The City Council discussed the review committee.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to appoint Vice Mayor Hardcastle and Councilmember Romick to the review committee. Motion carried unanimously and was so ordered.

5.2 Waive the First Reading and Introduce an Ordinance Establishing Procedures for City Council Vacancy Appointments (William Galstan, Special Counsel)

Special Counsel William Galstan presented the staff report.

Councilmember Romick commented that the proposed ordinance follows the same procedure which was followed when former Councilmember Jeff Huffaker resigned.

Councilmember Burgis suggested a 21-day application acceptance period to fill the vacancy.

Mayor Pope commented it should not be shorter than two weeks and thirty days could be too long during months where only one meeting is held.

Councilmembers Romick and Rios and Vice Mayor Hardcastle supported thirty days.

It was moved by Councilmember Romick and seconded by Vice Mayor Hardcastle to waive the first reading and introduce the ordinance with a 30-day application acceptance period. Motion carried unanimously and was so ordered.

Mr. Galstan explained that the ordinance would not take effect until 30 days after adoption; therefore, he asked the City Council to consider providing direction to the City Clerk to follow the procedure of the ordinance until its adoption should a vacancy occur before then. The City Council so ordered.

5.3 Consideration of the Second Amendment to Lease Agreement with Oakley Senior Citizens of the former Fire Station located at 215 2nd Street in Oakley (Bryan Montgomery, City Manager)

City Manager Bryan Montgomery presented the staff report.

Applicant Shirley Darling thanked the City Council and City Staff for their support. She mentioned time and money are needed to make improvements to the Senior Center and the Seniors welcome the Veterans.

The City Council expressed its support for the wonderful blending of the two groups.

It was moved by Mayor Pope and seconded by Vice Mayor Hardcastle to adopt a resolution approving the Second Amendment to the Lease Agreement. Motion carried unanimously and was so ordered.

5.4 Oakley Senior Center Exterior Color Change (DR 08-14) (Ken Strelo, Senior Planner)

Senior Planner Ken Strelo presented the staff report.

It was moved by Councilmember Romick and seconded by Councilmember Rios to approve the exterior color change as conditioned. Motion carried unanimously and was so ordered.

5.5 Special Event Expansion (Lindsey Bruno, Recreation Manager)

Recreation Manager Lindsey Bruno presented the staff report.

The City Council provided direction that it would like to partner with the community to hold events, but it does not want to take over any events if that is not the desire of the community. It recommended that the more costly concert series be scaled back to allow funding for other events listed. It also recommended utilizing Civic Center Park and the new amphitheater for events as much as possible and to change up the types of events held there each month. It also suggested that the Cityhood event be expanded to include more activities for children and that Civic Center Park be used to show major sporting events.

Item 3.6

Item 3.6 was moved from the Consent Calendar to the Regular Calendar earlier in the meeting (supra) and was considered by the City Council at this time.

Finance Director Paul Abelson presented the staff report.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to approve Item 3.6. Motion carried unanimously and was so ordered.

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

5.6 Review and Approval of Long Range Property Management Plan (Paul Abelson, Finance Director, Bryan Montgomery, City Manager, Dwayne Dalman, Economic Development Manager)

Finance Director Paul Abelson presented the staff report.

It was moved by Councilmember Romick and seconded by Councilmember Burgis to approve Item 5.6. Motion carried unanimously and was so ordered.

Online Comment Forms

No online comment forms were submitted for the Regular Calendar.

Public comment Cards

No Public comment cards were submitted for the Regular Calendar.

6.0 REPORTS

6.1 CITY MANAGER

City Manager Bryan Montgomery reported that an Oakley Police Officer was struck by a vehicle while on motorcycle traffic duty on Brownstone Road recently. He added that he

is doing well and thanked everyone for their kind sentiments toward his well-being. He announced the Veterans Day event to be held on November 11 at 11am which will include the ribbon-cutting ceremony for the unveiling of the Veterans' Memorial.

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

Councilmember Romick reported the Sand Creek interchange has been expanded, the Balfour interchange will hopefully be completed next year, in November 2015 the Highway 4 widening should be complete, in the spring of 2016 the Hwy 160 interchange should be complete and eBART should extend to Antioch in 2017, all projects which shall connect East County to the rest of the County. He added he attended the ceremony for the Buskirk Avenue improvements in Pleasant Hill yesterday on behalf of the Contra Costa Transportation Authority and commented that roadways are improving.

Councilmember Burgis commented that Economic Development Manager Dwayne Dalman organized a small business program orientation meeting earlier today and she looks forward to hearing about it. She announced that Monday she will attend the Freedom High School financial program that teaches students how to manage money. She also announced that results from the Marsh Creek fish kill are in and the cause was not pesticides as they thought and what was tested for and this provided an opportunity to learn and plan for any future incidents.

Mayor Pope mentioned the Habitat Conservancy meeting was held in Oakley yesterday and they are looking forward to acquiring additional property for parks. He announced the Chamber mixer will be held at the White House at 204 Second Street tomorrow, Brown Bag with the Mayor and the Fire Board meeting will be held Monday, Ironhouse Sanitary District will hold its meeting Tuesday, the Mayors Conference will be held Thursday (Vice Mayor Hardcastle will attend), the City is hosting a Veterans Day event November 11 at 11am at Civic Center Park, and the East County Mayors and City Managers meeting will be held November 18.

(b) Requests for Future Agendas

None.

7.0 WORK SESSION

Oakley City Council

7.1 Railroad Operations in and through Oakley (Councilmember Burgis and Bryan Montgomery, City Manager)

Councilmember Burgis mentioned she attended the League of California Cities Conference last month in which transporting oil and hazardous materials was discussed.

City Manager Bryan Montgomery mentioned cities may be preempted by federal law to regulate much of the railroad industry; however, there are some things, such as quiet zones that cities can implement to have some control over the noise of rail cars. He added it is expensive for cities to do.

Councilmember Burgis recommended the City place signs near the rail lines to provide a visible number for the railroad that drivers may call when trains are stopped across tracks for a lengthy period.

Vice Mayor Hardcastle suggested also providing information on the City's website, in newsletters and through social media.

Councilmember Romick inquired if the Union Pacific line will be used in the future.

Mr. Montgomery responded that he will contact Union Pacific to obtain information.

8.0 CLOSED SESSIONS-None

9.0 ADJOURN

There being no further business, the meeting was adjourned at 8:27p.m. to the next meeting date of Tuesday, November 18, 2014 to be held in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California beginning at 6:30p.m.

Respectfully Submitted,

Libby Vreonis
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADDING
CHAPTER 12 TO TITLE 6 OF THE OAKLEY MUNICIPAL CODE, DEALING WITH
STREET TREES**

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

Section 1. Chapter 12 of Title 6 is hereby added to the Oakley Municipal Code, to read as follows:

**CHAPTER 12
STREET TREE MAINTENANCE AND PROTECTION**

6.12.002 Purpose.

- a. The City recognizes the substantial economic, environmental and aesthetic importance of street trees within a community.
- b. It is the purpose of this chapter to promote and protect the public health, safety and general welfare by providing for the regulation of planting, maintenance, removal and replacement of street trees within the city.

6.12.004 Definitions.

- a. "Approved street tree" means a street tree planted as the result of an approved project or subdivision or as a replacement to a removed or damaged street tree that conforms to a specie on the City's approved street tree list.
- b. "Director" means Public Works Director or his/her appointed representative.
- c. "Maintaining" or "maintenance" of a tree means and includes pruning, trimming, clipping, topping, spraying or treating for pests, mulching, staking, bracing or cabling, or otherwise caring for the tree to sustain its life.
- d. "Nonconforming tree" means a street tree which is not an approved tree.
- e. "Private tree" means a tree located on property not within a public right-of-way, public easement or on public property.
- f. "Street tree" means a tree intentionally planted or growing within a public right-of-way or public easement within the city (typically along streets and roadways within 12 feet from face of curb), whether or not that tree is located within the physical front or corner side yard of a residence or other property.
- g. "Street tree permit" means a written or printed authorization issued by the city Public Works Department.

- h. "Minor tree pruning" shall refer to the removal of diseased, dead, interfering or obstructing branches, or training of young trees to enhance structure, health and stability. If more than 20% of the overall tree canopy is desired to be removed, a permit is required.

6.12.006 Administration.

- a. The Director shall plan, administer, control and regulate the street tree program of the city in accordance with this chapter. The Director may develop policies and procedures to implement this chapter.

6.12.008 Maintenance – Street Trees.

- a. All street tree maintenance shall be the responsibility of the property owner and maintained in a neat, healthy, and safe condition, and at no expense to the City. No permit is required for routine maintenance. Routine maintenance includes minor pruning and trimming, tree feeding, spraying and watering. If a street tree dies, it is the property owner's responsibility to replace with a tree of the same kind or one that is approved by the City. All tree maintenance work shall conform to international society of arboriculture guidelines.

6.12.010 Permit Required.

- a. No person may plant, injure, remove or interfere with a street tree, or, trim, prune, or do maintenance work on a street tree in a manner that removes more than 20% of the canopy without first obtaining a street tree permit from the Public Works Department. The permit shall be issued only for work to be done in compliance with this chapter, and shall be issued without a fee. The Director has discretion as to whether the work shall be conducted by a licensed arborist or contractor, or may be conducted by the home owner/permit applicant. The Public Works Department shall supervise work done under a permit.
- b. If a person obtains a building permit or entitlement for development from the Community Development Department, and street tree work is required or authorized under that permit, the person need not obtain a separate street tree permit. The Community Development Department shall notify the Public Works Department of any permit requiring street tree work. The Public Works Department shall supervise street tree work under the permit.

6.12.012 Replacement of Street Tree.

- a. A person who received a permit to remove a tree shall at the option of the Director either:
 - b. Replace the tree with one (or more, depending on the tree's size), whereas the variety, location and size is subject to the discretion of the Director. The Director shall require a tree of similar size, if possible. Where a tree of similar size is not possible, the Director shall require a reasonable tree or trees in combination with compensation for the value as indicated below; or
 - c. Compensate the City for the value of the tree. The value of the tree shall be provided by an arborist, hired by the permit holder, based on the diameter of the tree's trunk as measured at breast height (4.5 feet above grade) in inches to the nearest 1/10th of an inch, times the average cost of a 15-gallon sized similar tree, including costs for transportation, installation, and irrigation (if necessary).

- d. Where replacement of a tree of similar size is not possible, the Director shall require a reasonably sized tree or trees in combination with compensation for the value for the remaining unmitigated size.

6.12.014 Damage of Street Trees.

- a. No person may:

- 1) Abuse, mutilate or destroy a street tree;
- 2) Attach or place a rope or wire (other than a rope or wire customarily used to support a young or broken tree), toy, sign, poster, handbill, paint or other substance, structure or thing to or on a street tree; or
- 3) Allow a gaseous liquid or solid substance which is harmful to come in contact with a street tree.

6.12.016 Dead Street Trees.

- a. No person may remove, prune, trim, clip, top, or otherwise further damage a tree thought to be dead without first contacting the Public Works Department to obtain a street tree permit.

6.12.018 Open Ground for Trees.

- a. No person may place or maintain a stone, cement or other substance so that it impedes the free access of water or air to a street tree. At least 12 square feet of open ground shall be maintained around a street tree unless the Director or specific conditions of approval specifically permit or require otherwise.

6.12.020 Interference with Work of Public Works Director.

- a. No person may interfere with the Public Works Director or other employee or contractor while the employee or contractor is planting, maintaining, treating or removing a street tree or is removing a stone, cement or other substance from around the trunk of a street tree. For the purposes of this chapter, "interfere" shall apply to both physical and verbal interference.

6.12.022 Erection, Alteration or Removal of Structures.

- a. When the erection, repair, alteration or removal of a structure necessitates the trimming, pruning, or removal of a street tree, such tree work may be done only after a written permit is issued by the Community Development Department and at the expense of the applicant. Tree work shall be supervised by the Public Works Department. As a condition to granting a permit for the removal of a tree under this section the applicant shall replace the removed tree with an approved tree. Before this permit is issued, the applicant shall deposit security (cash or a bond) with the City in an amount to cover the cost of replacing the tree. The City may use the security to defray its cost of replacing the tree if the applicant fails to do so within a reasonable time.

6.12.024 New Development.

- a. Trees required to be planted per approved plans, or as a condition of approval of a tentative parcel map, tentative map, conditional use permit, design review, variance, sign permit, or building permit inherently become approved trees.

6.12.026 Public Utilities.

- a. When a tree interferes with and interrupts service of a public utility company providing gas, water, electricity, telephone, telegraph or cable service within the city, the City may, without first obtaining a permit, trim or remove branches of trees to the extent necessary to restore service.

6.12.028 Abatement by Pruning on Public Right-of-Way.

- a. The Public Works Director shall be empowered to authorize the pruning of any Street Tree, unapproved Street Tree, or other planting in the public right-of-way or easement without prior notice to the property owner, if the Public Works Director or his designee determines in his or her sole discretion that the Street Tree, unapproved Street Tree, or other plantings constitute an immediate danger to public health, safety, or property. All pruning costs incurred shall be charged to the property owner.

6.12.030 Heritage and Protected Trees.

- a. In the event this chapter and the section relating to Heritage and Protected Trees (OMC section 9.1.1112) contradict each other, OMC section 9.1.1112 shall take precedence. Otherwise, it is possible that both this chapter and OMC section 9.1.1112 may apply to a given situation.

6.12.032 Non-Liability of City.

- a. Nothing in this chapter shall be deemed to impose any liability for damages or a duty of care or maintenance upon the City or its officers or employees. The person(s) who owns the property in which the City right-of-way is located shall have a duty to keep all trees located on his or her or their property in a safe and healthy condition.

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. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 4. 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 AMENDING
SECTION 4.29.408(c) OF THE OAKLEY MUNICIPAL CODE, DEALING WITH
NEIGHBORHOOD STANDARDS**

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

Section 1. Paragraph (c) of Section 4.29.408 of the Oakley Municipal Code is hereby amended to read as follows:

(c) The parking of any disabled vehicle, boat, camper or trailer, or any that appear inoperable, within the front yard or side yard setback from a period of more than seventy-two (72) hours. Any of the following characteristics shall apply to this paragraph: flat tire or tires; litter or vegetation under the vehicle; significant body damage; lack of a motor, doors or other body parts; broken window or windows.

Section 2. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 3. 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 this ordinance will not have a significant effect on the environment; therefore it is not subject to CEQA.

Section 4. Effective Date.

The 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 ADDING
SECTION 2.1.007 TO CHAPTER 1 OF TITLE 2 OF THE OAKLEY MUNICIPAL
CODE, DEALING WITH APPOINTMENT PROCEDURES**

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

Section 1. Section 2.1.007 is hereby added to the Oakley Municipal Code, to read as follows:

2.1.007 Appointment procedures for filling vacancy.

(a) Announcement of vacancy and invitation for applications.

Upon the City Clerk receiving a written resignation from a Councilmember, or upon the death of a Councilmember, or upon the determination by the City Council that a vacancy exists for some other reason, the Clerk shall post a notice of the vacancy and invite applications from Oakley residents for appointment to the vacancy. The notice shall be, at a minimum, delivered to the newspaper of general circulation which prints the city's legal notices, to the city's website, to all persons who have requested copies of City Council agendas, and to the Consent Calendar of the next City Council meeting. The notice shall provide a deadline, at least 30 calendar days from the date of posting of the notice, for submission of applications. The City Clerk shall provide an application form to any person qualified for appointment who requests an application. The application forms shall generally follow the content of application forms for appointment to other City committees or commissions, and specify the applicant's name, address, contact information, interest in the position, qualifications and other pertinent information. The application form shall state that any applications submitted are deemed to be public records and available for public inspection and copying. Nothing in this paragraph or section shall interfere with the right of the City Council to, instead of making an appointment, calling a special election for the purpose of filling the vacancy.

(b) Consideration of applications.

The City Clerk shall post all applications received on a public City Council meeting agenda for consideration by the City Council. At that time, or at such other time as the Council may determine, the Council shall conduct public interviews of the candidates at a regular City Council meeting. The public shall have the opportunity to comment upon the candidates as a part of the agenda item. No discussion of the candidates may be had in closed session. If the City Council determines to appoint a candidate to fill a vacancy, it shall do so within 60 calendar days of the effective date of the vacancy. In the case of a resignation, the effective date of the

resignation shall be the date specified in the resignation for its effectiveness to occur. It shall not be necessary for the City Council to accept a resignation. 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.

c. Powers and duties.

Any person appointed to the City Council shall serve the unexpired term of the Councilmember who has been replaced. The appointed Councilmember shall have all of the rights, privileges and duties of an elected Councilmember, and shall be eligible for appointment to Vice Mayor and Mayor as provided in the rotation system for such appointment specified in this Chapter. The City Council may appoint the appointed Councilmember to the committee assignments held by his/her predecessor, or may determine to make other committee appointments, or no committee appointments. The appointed Councilmember shall complete and file all conflict of interest disclosure forms as are required by law and shall be bound by and obey all other requirements pertaining to membership on the City Council.

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. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 4. 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: Tuesday, November 18, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, P.E. Public Works Director/ City Engineer
SUBJECT: New Truck Routes for City of Oakley

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

The *Oakley Municipal Code* establishes various rules and regulations and contains all ordinances for the City of Oakley. The *Code* is updated from time to time as new ordinances are adopted by the City Council.

Section 6.1.306 of the *Oakley Municipal Code*, under the authority of the California Vehicle Code section 35701 (b), established the "Through Truck Route" as beginning from Main Street from Highway 160 to Delta Road.

Main Street was part of the old Highway 4 and for decades had been under the jurisdiction of California Department of Transportation (CalTrans); however, over the last several years a lot has changed in the City of Oakley and in East Contra Costa County. The construction and extension of the new Highway 4 has brought better access and visibility to the region. In addition, CalTrans has relinquished Main Street to the City and separated it from the State Highway system.

The City has undertaken a revitalization of Main Street in its Downtown, including construction of the new City Hall, Civic Center Park, Oakley Plaza and its associated retail centers, Amphitheater, and the planning for a future Library at the Civic Center campus. The transformation of Main Street in the Downtown area has been a great success and will continue to progress in the future as part of the redevelopment of Downtown Oakley into a vibrant commercial area that is a pedestrian-friendly centerpiece for the community.

The use of Main Street as a "Through Truck Route" has been a concern for some time, in light of the new transformation of the Downtown to a pedestrian-friendly retail/commercial zone. Large trucks that have continued using Main Street as a haul route cause congestion and traffic backups. In addition, the flow of large trucks does not help in creating a safe pedestrian and bicycle friendly corridor. By removing the "Through Truck Route" designation from Main Street in Downtown, it will help promote a safer area for all users and improve the vitality of the commercial areas along Main Street.

Staff has evaluated the options for new trucks routes and has determined the best route is to have trucks use Main Street from Highway 160 to Empire Avenue and then use Empire Avenue to Laurel Road, back to Main Street to access the eastern part of the community. This will also allow easy access to Delta Road and beyond.

In addition, with the construction of Highway 160 to the Highway 4 interchange ramps that are currently underway and slated to be complete by fall 2015, there will be direct access from East 18th Street (a truck route) in Antioch, to Highways 160 and 4, which will bring a direct connection to Laurel Road. Staff also recommends that Laurel Road from Highway 4 to Empire Avenue be designated a "Through Truck Route".

The above new route will take the truck traffic off of Main Street in the downtown area and will help in creating a better and safer traffic flow along Main Street in Oakley.

Fiscal Impact

The cost to install new "Through Truck Route" signage will be under \$500 and will be covered in the Public Works Department operations budget.

Staff Recommendation

Staff recommends that the City Council approve the changing of the City of Oakley Truck Route Ordinance to reflect the new "Through Truck Route" for the City.

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

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 Section 35701(b) that the posting of an appropriate sign 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

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



STAFF REPORT

Date: November 12, 2014
To: Mayor and Members of City Council
From: William R. Galstan, Special Counsel
Cc: Bryan Montgomery, City Manager; Joshua McMurray, Senior Planner; Paul Abelson, Finance Director
Subject: Ordinance Repealing Chapter 4 of Title 9 of the Oakley Municipal Code

FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON NOVEMBER 18, 2014

Summary and Recommendation

- 1) Introduce the ordinance by title only;
- 2) Introduce the ordinance repealing Chapter 4 of Title 9 of the Oakley Municipal Code.

Fiscal Impact

None

Background and Analysis

Chapter 4 of Title 9 of the Oakley Municipal Code dealt with the requirement to provide for affordable housing within the Oakley Redevelopment Project Area. Now that the Redevelopment Agency has been terminated, it is appropriate to repeal this ordinance.

The ordinance required that new housing projects within the Project Area contain certain percentages of affordable housing units, or in lieu of so providing, that the developer pay a fee to be used to encourage affordable housing (sometimes referred to as "inclusionary housing").

Because the Redevelopment Agency has been terminated, there is no longer a need to have Chapter 4. Although some affordable housing units were constructed, the Finance Department indicates that no in-lieu fees were ever collected.

The City of Oakley continues to have an obligation, through the General Plan Housing Element laws, to provide areas in the City designated for potential affordable housing uses. Also, the 20% set-aside for housing from redevelopment tax increment funds that is on hand will continue to be designated for affordable housing.

Attachment

- 1) Ordinance repealing Chapter 4 of Title 9.

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



Agenda Date: 11/18/2014

Agenda Item: 3.7

STAFF REPORT

Date: Tuesday, November 18, 2014

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Authorizing the City Manager to execute the Contract and Grant of Permanent Easement related to the relocation of United States Bureau of Reclamation (USBR) lateral in Grapevine Lane between Rose Avenue and O'Hara Avenue

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On October 28, 2014 the City Council adopted Resolution 95-14 which approved the acceptance of four offers of dedication of right-of-way for Grapevine Lane between Rose Avenue and O'Hara Avenue. This action was the first of two steps required to be completed before the irrigation lateral, described in the October 28th staff report, could be relocated.

The second required action is for the City to grant a permanent easement in Grapevine Lane for the relocated irrigation lateral to be constructed. Upon completion of this action, Discovery Builders, Inc., Albert D. Seeno Construction Co., and West Coast Home Builders, Inc. (collectively the Developer) will be able to proceed with construction of the lateral.

Fiscal Impact

Approval of the resolution will have no fiscal impact, as the Developer is responsible for preparation of all documents and for construction of the three street segments with their subdivision construction projects.

Staff Recommendation

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute the Contract and Grant of Permanent Easement.

Attachments

- 1) USBR Contract and Grant of Permanent Easement
- 2) October 28th staff report with (Exhibit 1 only)
- 3) Resolution 95-14
- 4) Resolution

WHEN RECORDED MAIL TO:

U.S. Department of the Interior
Bureau of Reclamation, MP-450
2800 Cottage Way
Sacramento, CA 95825-1898

DOCUMENTARY TRANSFER TAX: None
This conveyance is exempt from any
documentary transfer tax per California
Revenue and Taxation Code Section 11922.

*Central Valley Project
Contra Costa Water District
County of Contra Costa
Contract 07-LG-20-9519
Units 7.1-14, 7.1-15, and 7.1-16
Page 1 of 6*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
SOUTH-CENTRAL CALIFORNIA AREA OFFICE

CONTRA COSTA WATER DISTRICT DISTRIBUTION SYSTEM
CENTRAL VALLEY PROJECT, CALIFORNIA

CONTRACT AND GRANT OF PERMANENT EASEMENT
for
RELOCATION OF LATERAL 7.1 UNITS 7.1-14, 7.1-15, AND 7.1-16
DISTRIBUTION SYSTEM

THIS AGREEMENT, made this _____ day of _____, 2007, pursuant to the Act of June 17, 1902, (32 Stat. 388) and acts amendatory thereof and supplementary thereto, and Section 14 of the Reclamation Act of August 4, 1939, (53 Stat. 1187), all of which acts are commonly referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter the United States, represented by the officer executing this Agreement, his duly appointed successor, or his authorized representative, hereinafter referred to as the Contracting Officer and the City of Oakley, hereinafter the City.

WITNESSETH:

The following grants, rights, and mutual covenants by and between the parties hereto which are acquired for the use of the Bureau of Reclamation, Department of the Interior, its agents, or assigns:

1. For the consideration hereinafter expressed, the City does hereby grant, bargain, convey and confirm unto the United States and assigns, the rights, privilege, and permanent easement to layout, construct, reconstruct, inspect, operate, repair, and maintain an underground lateral, together with all necessary appurtenances, supports, fixtures, facilities, and devices, used or useful in the operation of said lateral through, over, under, and across the lands as shown in *Exhibit A* and more particularly described in *Exhibit B*, both of which Exhibits are attached hereto and made a part hereof.

its agent,
the Contra Costa Water District,
hereinafter the

Central Valley Project
Contra Costa Water District
County of Contra Costa
Contract #07-LC-20-9519
Page 2 of 6

2. Said underground lateral will remain the property of and be maintained by the United States, its successors and assigns.
3. If the United States or District requires subsequent relocation of the new lateral, the District agrees to either relocate the lateral at its own expense or reimburse the City for the costs of the relocation, including the cost of restoring the roadway. If the City requires subsequent relocation of the new lateral, then City will reimburse the District or the United States for the costs of relocation. The United States shall not incur any cost for such relocation.
4. If a leak occurs in the new lateral or other damage is caused by a defect in the new lateral which damages the City's roadway, the District shall reimburse the City the costs of repairing the roadway. The United States shall not incur any cost for such repair.
5. If the roadway damages the new lateral, the City will reimburse the District or United States for the costs of repair or relocation, if necessary. The United States shall not incur any cost for such repair or relocation.
6. The Grant of Easement herein contained shall include the right to (a) trim, cut, fell and remove underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the easement, (b) store vehicles, equipment, and construction materials, and (c) such other uses requisite in the layout, construction, reconstruction, operation, use, maintenance, inspection, and repair of said underground lateral.
7. The City, its successors and assigns, reserve the right to use the premises for any purposes which will not interfere with the easement, rights, and privileges herein granted to the United States, or endanger any of its property, but such reserved rights shall not extend to or include the erection of any buildings or structures, or permission to the public to use subsurface part thereof, for any reason or purpose, without advance written permission on behalf of the United States or its assigns.
8. The Grant of Easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, pipelines, electrical transmission lines, telegraph and telephone lines on, over and across the lands described in said *Exhibits A and B* and to any mineral rights of record outstanding in third parties on the date of this Contract.
9. As complete compensation and consideration for the Grant of Easement and the use of said lands by the United States as provided in this Contract, the United States has granted the right to relocate Lateral 7.1 of the Unit 7.1-14, 7.1-15, and 7.1-16 of the Distribution System onto certain lands to be dedicated to the City in accordance with the terms and conditions of Contract 06-LC-20-9323 entitled, RELOCATION AGREEMENT FOR CONVEYANCE AND RELOCATION OF LATERAL 7.1 OF UNITS 7.1-14, 7.1-15, and 7.1-16 OF THE LATERAL DISTRIBUTION SYSTEM, dated 10/14/2008.
10. The City warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Contract without liability or in its discretion to require the City to pay the full amount of such commission, percentage, brokerage, or contingent fee.

11. No Member of Congress shall be admitted to any share or part of this Contract made, entered into or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and date first above written.

THE CITY OF OAKLEY
A Municipal Corporation

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA
County of _____

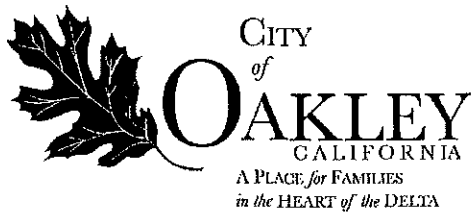
On _____ before me, _____, personally
(Here insert name and title of the officer)

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

WITNESS my hand and official seal.

Signature _____

(Seal)



STAFF REPORT

Date: Tuesday, October 28, 2014

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Acceptance of Grapevine Lane Offers of Dedication Associated with Subdivisions 8760, 7662, 8734 and Parcel Map 32 PM 48 between Rose Avenue and O'Hara Avenue

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On September 23, 1993, the County approved a vesting tentative map for Subdivision 7681, a 39-lot single-family subdivision east of O'Hara Avenue and north of Carpenter Road. On November 22, 1999 the City Council approved Resolution 52-99 that extended the life of the tentative map to September 23, 2004, subject to conditions. On September 13, 2004 the City Council adopted Resolution 96-04 approving the final map for the project and the associated Subdivision Improvement Agreement for the project.

On October 14, 2008, a Relocation Agreement (Agreement) was executed between the United States Bureau of Reclamation (USBR), the Contra Costa Water District, the City of Oakley, and Discovery Builders, Inc., Albert D. Seeno Construction Co., and West Coast Home Builders, Inc. (collectively the Developer) which allowed for the Developer to relocate certain irrigation laterals that ran through easements on several lots contained within Subdivision 7681. The Agreement also requires the laterals to be:

- Relocated to locations owned by the Developer
- Developer to dedicate the new locations to the City
- City accepts such dedications as part of the City's street system
- City then grants to USBR the easements to the relocated laterals

Three of the proposed dedications are contained within future streets that were dedicated by the Developer to the City, associated with the recordation of three subdivision maps:

- Subdivision 8760 Stonewood Unit 1B
- Subdivision 7662 Stonewood Unit 1A
- Subdivision 8734 Stonewood Unit 2A
- Parcel Map 32 PM 48

During Staff's review of the documents, it was determined that the Grapevine Lane offer of dedication associated Parcel Map 32 PM 48 was rejected and terminated by the recordation of the Subdivision 8734 final map. Pursuant to Section 66477.2(a) of the Subdivision Map Act, the City Council may rescind its action and accept the offer of dedication by resolution.

The Developer has requested that the City accept all four of these offers of dedication so that the Developer can move forward with the preparation of the grant of easement to USBR by the City, and so that the Developer can finally proceed with the relocation of the laterals. Once the relocations are completed, the Developer will be able to move forward when they are ready with the construction the subdivisions and new homes.

Under the Subdivision Improvement Agreements associated with the three subdivisions, the Developer is required to construct the three parts of the future Grapevine Lane as part of the construction of the three subdivisions. The part of Grapevine Lane dedicated by Parcel Map 32 PM 48 will be constructed at some later date when the property is developed.

The relocation of the laterals will permit the affected lots in Subdivision 7681 to have the pipelines removed from their properties and for the existing easements to be removed as well. The relocation will also permit the three affected subdivisions to move forward with construction when the Developer is ready to begin.

Fiscal Impact

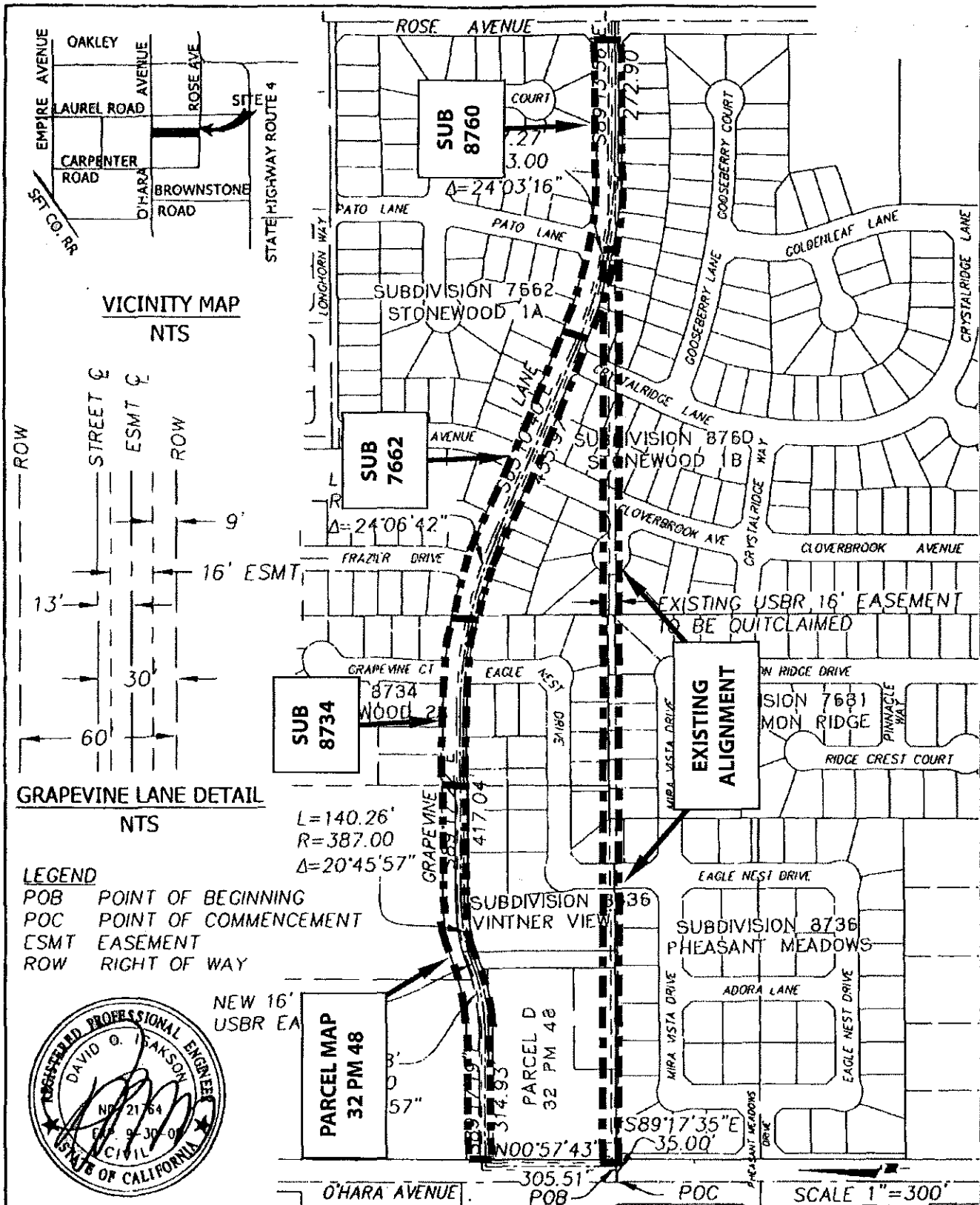
Approval of the resolution will have no fiscal impact, as the Developer is responsible for preparation of all documents and for construction of the three street segments with their subdivision construction projects.

Staff Recommendation

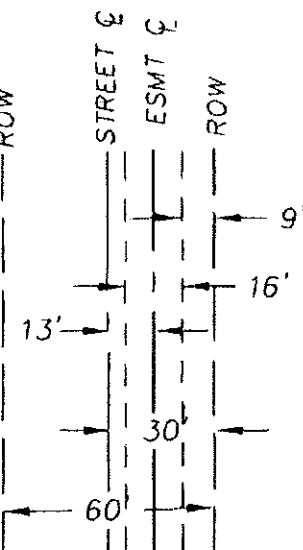
Staff recommends that the City Council adopt the resolution approving the acceptance of the offers of dedication.

Attachments

- 1) Exhibit showing existing and proposed alignments
- 2) Fully Executed Relocation Agreement
- 3) Resolution

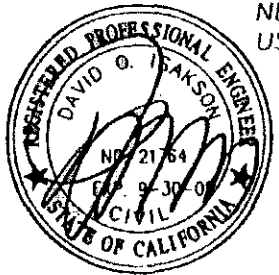


VICINITY MAP
NTS



GRAPEVINE LANE DETAIL
NTS

- LEGEND**
- POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - ESMT EASEMENT
 - ROW RIGHT OF WAY



NEW 16' USBR EA

PARCEL MAP
32 PM 48

PARCEL D
32 PM 48

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT "B" USBR EASEMENT	CHECKED BY: DOI	DRAWN BY: BJJ	JOB NO. 200443
	SCALE: 1"=300'	DATE: 08/15/06	SHEET 1 OF 1

RESOLUTION NO. 95-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
ACCEPTING THE GRAPEVINE LANE OFFERS OF DEDICATION
ASSOCIATED WITH SUBDIVISIONS 8760, 7662, 8734 AND
PARCEL MAP 32 PM 48**

WHEREAS, on January 9, 2006 the City of Oakley adopted Resolution 03-06 approving the final map for Subdivision 7662 and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

WHEREAS, on January 9, 2006 the City of Oakley adopted Resolution 05-06 approving the final map for Subdivision 8760 and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

WHEREAS, on May 14, 2007 the City of Oakley adopted Resolution 59-07 approving the final map for Subdivision 8734 and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

WHEREAS, on March 27, 1974 Parcel Map 32 PM 48 was recorded in the office of the Contra Costa County Recorder and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

WHEREAS, on October 14, 2008 a Relocation Agreement was executed between the United States Bureau of Reclamation, the Contra Costa Water District, the City of Oakley, and Discovery Builders, Inc., Albert D. Seeno Construction Co., and West Coast Builders, Inc. (collectively the Developer) which allowed for the Developer to relocate certain irrigation laterals that ran through easements on several lots contained within the Developer's Subdivision 7681; and

WHEREAS, the Relocation agreement requires, among other items, the Developer to dedicate right of way to the City and for the City to accept the right of way in the Developer's Subdivisions 7662, 8760 & 8734 as well as that which was dedicated by Parcel Map 32 PM 48; and

WHEREAS, the Developer desires to relocate said irrigation laterals into the future Grape Vine Lane in accordance with the Relocation Agreement and has requested that the City accept the offers of dedication to allow the Developer to proceed with the relocation; and

WHEREAS, Staff determined that the offer of dedication associated with Parcel Map 32 PM 48 was rejected and terminated by the recordation of the final map for Subdivision 8734 and that pursuant to Section 66477.2(a) of the Subdivision Map Act the City Council may rescind its action and accept the offer of dedication by resolution.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Rejection and Termination of the Offer of Dedication by Parcel Map 32 PM 48 is hereby rescinded and that the Offers of Dedication of Right of Way described above are hereby accepted by the City.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 28th of October, 2014 by the following vote: 5-0

AYES: Burgis, Hardcastle, Pope, Rios, Romick

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:



Randy Pope, Mayor

ATTEST:



Libby Vreonis, City Clerk

3/22/14

Date

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND
GRANT OF PERMANENT EASEMENT RELATED TO THE RELOCATION OF
UNITED STATES BUREAU OF RECLAMATION (USBR) LATERAL IN
GRAPEVINE LANE BETWEEN ROSE AVENUE AND O'HARA AVENUE**

WHEREAS, On October 28, 2014 the City Council of the City of Oakley adopted Resolution 95-14 which approved the acceptance of four offers of dedication of right-of-way for Grapevine Lane between Rose Avenue and O'Hara Avenue; and

WHEREAS, the Relocation Agreement described in Resolution 95-14 requires both the acceptance by the City of the offers of dedication of right-of-way to the City and the grant of easement in Grapevine Lane for the relocation of the USBR irrigation lateral; and

WHEREAS, Discovery Builders, Inc., Albert D. Seeno Construction Co., and West Coast Home Builders, Inc. (collectively the Developer) desire to relocate said irrigation lateral into the future Grape Vine Lane in accordance with the Relocation Agreement and has requested that the City execute the Contract and Grant of Permanent Easement to allow the Developer to proceed with the relocation;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the City Manager is hereby authorized to execute the Contract and Grant of Permanent Easement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date



STAFF REPORT

Date: Tuesday, November 18, 2014

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Subdivision Improvement Agreement, and Final Map for Subdivision 8994 (The Reserve at Parklands, south end of Teton Road)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On April 12, 2004 the City Council adopted Resolution 27-04 conditionally approving the tentative map for Subdivision 8737, a 166-lot residential subdivision east of Marsh Creek and south of Parklands at Laurel Creek (Subdivision 6963). On February 28, 2005 the City Council adopted Resolution 19-05 which approved a final map for the first phase of Subdivision 8737 which consisted of 58 lots.

A final map was prepared for the second phase known as Subdivision 8994, but due to the economic downturn it was never submitted to the City Council for approval. During 2006 the project was reviewed by staff and some changes were made by the Council related to the size and location of the park parcel, as well as other requirements set by the Conditions of Approval. The project was recently acquired by Richmond American Homes, and the grading, improvement plans and the final map were updated. At this time, the updated grading and improvement plans have been approved by the City Engineer and construction is underway.

Richmond American Homes has now requested approval by the City Council of the final map for Subdivision 8994 consisting of 109 lots and a 1.09 acre park parcel.

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

The Subdivision Improvement Agreement requires the sub-divider to complete the public improvements as required by the conditions of approval for Subdivision 8737. As part of this agreement, the sub-divider is required to provide various securities up to the amount of the estimated cost of public improvements and drainage, (currently estimated to be a total of \$2,788,857.00). None of these improvements have been completed and accepted at this time. The applicant is required to complete the public improvements within eighteen months in accordance with the Subdivision Map Act

(Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map. They have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of the agreements).

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement and approving the Final Map for Subdivision 8994.

Attachments

- 1) Subdivision Improvement Agreement (SIA)
- 2) Resolution for SIA
- 3) Resolution Approving the Final Map titled Subdivision 8994
- 4) Reduction of Subdivision 8994 Final Map

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 8994**

This agreement is made and entered into this ____ day of _____, 20____ by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Richmond American Homes of Maryland, Inc., a Maryland Corporation, hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 8994, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 27-04 and as modified by City Council Resolution Number 65-14 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled "Grading Plan Subdivision 8994" (Grading Plans), "Improvement Plans Subdivision 8994" (Improvement Plans) as prepared by Humann Company Inc., "Landscape Plans (New Teton)" and "Landscape Plans (Old Teton)" prepared by VanderToolen & Associates, now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 27-04 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA, are the subject of this Agreement. DEVELOPER's agreement to satisfy all COA and construct the Improvements identified in the aforementioned Improvement Plans is a material part of the consideration for this Agreement; and

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

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as conditions

set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.

- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.
- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

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

a. Prevailing Wage.

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

b. Insurance Required.

Concurrently with the execution hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of CITY, as to form, amount and carrier. DEVELOPER shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for

of approval of Tentative Map 8737 as set forth City Council Resolution Number 27-04 in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

DEVELOPER has commenced construction of The Improvements. DEVELOPER shall complete said work not later than 12 months following the date on which CITY executes this Agreement in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City of Oakley Municipal Code and Contra Costa County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the City Municipal Code or County Ordinance Code, the stricter requirements shall govern. It is understood that the City of Oakley was incorporated effective July 1, 1999, and as such continues to rely on certain laws, ordinances and design standards of the County of Contra Costa. References herein to the County Code or County Ordinance Code are understood to refer to such ordinances and codes as if adopted by the City of Oakley.

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

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be \$490,600 for Grading, \$1,945,594 for Public Improvements, and \$352,663 for Public Landscaping. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate

DEVELOPER and DEVELOPER's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

c. Work Performance and Guarantee.

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

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

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

d. Inspection of the Work.

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

e. Agreement Assignment.

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

f. Abandonment of Work.

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

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

In the event of any such notice of breach of this Agreement, DEVELOPER's surety shall have the duty to take over and complete The Improvements herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and DEVELOPER's surety shall be liable to CITY for any damages and/or reasonable and documented excess costs occasioned by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor.

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

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

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

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

Richmond American Homes
Attn: Craig Merry
One Harbor Center, Ste. 100
Suisun, CA 94534

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

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101
Ph.: (603) 644-6600

With a copy to:

Marsh USA, Inc.
1225 17th St., Ste 1300
Denver, CO 80202-5534
Ph.: (303) 308-4500

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

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

g. Use of Streets or Improvements.

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

h. Safety Devices.

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

i. Acceptance of Work.

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

j. Patent and Copyright Costs.

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

k. Alterations in Plans and Specifications.

Any alteration or alterations made in the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

l. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify,

defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:

1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.
2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
 - b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.
 - c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action

against DEVELOPER's surety on the bonds provided under paragraph 3.

m. Recitals.


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

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

CITY OF OAKLEY

DEVELOPER

By: _____
Bryan H. Montgomery
City Manager



Craig Merry
Division President, Northern
California Division
Richmond American Homes of
Maryland, Inc., a Maryland
Corporation

APPROVED AS TO FORM:

Derek P. Cole
City Attorney

ATTEST:

Libby Vreonis, City Clerk

- Exhibits: Exhibit A – City of Oakley, City Council, Resolution 27-04
- Exhibit B – Prevailing Wage
- Exhibit C - Insurance Requirements
- Exhibit D - Verification of Required Insurance

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Solano

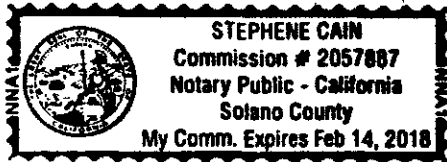
On 10/30/14 before me,

Stephene Cain
Here Insert Name and Title of the Officer

personally appeared _____

Craig Merry
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: _____

Stephene Cain
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
(RESOLUTION 27-04)

EXHIBIT B

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

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

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in construction of the Improvements is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Developer and its contractors and subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the construction of the Improvements for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Improvements are to be constructed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Engineer's office and shall be made available on request. The Developer, and contractors and subcontractors engaged in the construction of the Improvements shall pay no less than

these rates to all persons engaged in construction of the Improvements.

B. In accordance with Labor Code Section 1775, the Developer and any contractors and subcontractors engaged in construction of the Improvements shall comply with Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the construction of the Improvements who the Developer or any contractor or subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Developer, contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Developer, contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Developer, contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Developer, contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Developer, contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in construction of the Improvements is not paid the general prevailing per diem wages by the subcontractor, subject to applicable law, the prime contractor is not liable for any penalties therefore unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements:

1. Any agreement executed between the Developer and a contractor or a contractor and a subcontractor for the construction of part of the Improvements shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of any subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for construction of the Improvements.
4. Prior to making final payment to the subcontractor, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general

prevailing rate of per diem wages employees engaged in the construction of the Improvements and any amounts due pursuant to California Labor Code Section 1813.

- C. In accordance with California Labor Code Section 1776, the Developer and each contractor and subcontractor engaged in construction of the Improvements, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in construction of the Improvements. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the prime contractor, on behalf of the Developer and any contractors or subcontractors engaged in construction of the Improvements, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Developer or any contractor or subcontractor engaged in construction of the Improvements to employ on the construction of the Improvements any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Developer, contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT C

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$10,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Contractor shall procure and maintain for the duration of the contract, and if Contractor has a claims-made policy, Contractor shall maintain for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 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 notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a 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. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT D
VERIFICATION OF INSURANCE

RESOLUTION NO. XX-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION FOR SUBDIVISION 8994 (PHASE 2 OF SUBDIVISION 8737) AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Richmond American Homes for the development of a residential subdivision known as Subdivision 8994; and

WHEREAS, this agreement will require the developer to complete approximately \$2,788,857.00 in public improvements and drainage in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Richmond American Homes is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 8994 in the form attached hereto as Exhibit A and is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 18th day of November 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date Attested

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE FINAL MAP OF SUBDIVISION 8994 (PHASE 2 OF
SUBDIVISION 8737)**

WHEREAS, Richmond American Homes of Maryland, Inc., a Maryland Corporation, has satisfied the necessary conditions of approval for Subdivision 8994, (phase 2 of Subdivision 8737) as approved by the City Council on April 12th, 2004 by Resolution Number 27-04; and

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

WHEREAS, the City Surveyor has determined that the final map is technically correct.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 8994", as prepared by Humann Company, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 18th day of November 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

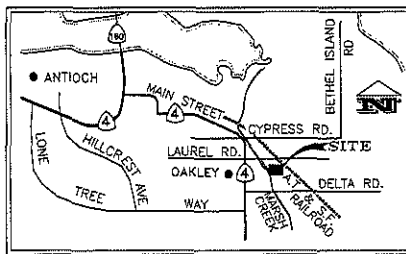
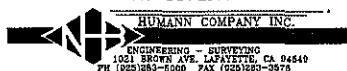
ATTEST:

Libby Vreonis, City Clerk

Date

SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476, PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



VICINITY MAP N.T.S.

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDEATION OF THE SAME; AND DOES HEREBY DEDICATE TO THE CITY OF OAKLEY IN FEE FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS HEAVENLY WAY, MINARET ROAD, SIERRA TRAIL ROAD, KINGS CANYON WAY, MUIR COURT, WHITNEY COURT, BRIDALVEIL WAY, TAMARACK ROAD AND TETON ROAD.

THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC THE RIGHT TO CONSTRUCT, ACCESS AND MAINTAIN UNDERGROUND PUBLIC UTILITIES, INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE T.V. IMPROVEMENTS AND ALL APPURTENANCES THERETO UNDER, ON, AND OVER THE AREA DESIGNATED AS FIVE FOOT WIDE PUBLIC UTILITY EASEMENT (5' PUE) ON THE HEREIN EMBODIED MAP.

THE AREAS MARKED "10' SDE" ARE DEDICATED TO THE CITY OF OAKLEY, OR ITS DESIGNEE, AND TO THE PUBLIC FOR PUBLIC USE FOR STORM, FLOOD AND SURFACE WATER DRAINAGE, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF CONSTRUCTIONS AND VEGETATION.

THE AREAS DESIGNATED AS PARCEL A AND PARCEL B ARE DEDICATED IN FEE TO CITY OF OAKLEY OR ITS DESIGNEE FOR PUBLIC USE.

THE UNDERSIGNED DO FURTHER RELINQUISH TO THE CITY OF OAKLEY ABUTTER'S RIGHT OF ACCESS TO TETON ROAD AND MARSH CREEK ALONG THE PROPERTY LINES ADJACENT TO SAID STREETS AND CREEK AS SHOWN ON THIS MAP WITH THIS SYMBOL

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

OWNERS

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: _____

OWNER'S ACKNOWLEDGMENT

STATE OF _____, SS.

COUNTY OF _____)

ON _____ 20____, BEFORE ME, _____ NOTARY PUBLIC,

PERSONALLY APPEARED,

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

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

WITNESS MY HAND:

NOTARY'S SIGNATURE: _____

PRINTED NAME: _____

PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION No.: _____

COMMISSION EXPIRATION DATE: _____

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 8994" THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY AT A HEARING HELD ON APRIL 12, 2004; AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATED: _____

KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA
R.C.E. NO. 51138
EXPIRATION DATE: SEPTEMBER 30, 2015

VACATION STATEMENT

THE THREE EMERGENCY VEHICULAR ACCESS AND TURNAROUNDS SHOWN AS "TEMPORARY EMERGENCY VEHICLE ACCESS EASEMENTS" ON THE MAP OF SUBDIVISION 8737 FILED IN BOOK 476, PAGE 26, OFFICIAL RECORDS ARE HEREBY VACATED WITH THE FILING OF THIS MAP.

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

RICHMOND AMERICAN HOMES OF MARYLAND, INC. HAS DEDICATED TO THE CITY OF OAKLEY IN FEE HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR HEAVENLY WAY, MINARET ROAD, SIERRA TRAIL ROAD, KINGS CANYON WAY, TETON ROAD, BRIDALVEIL WAY, MUIR COURT, WHITNEY COURT, TAMARACK ROAD, PARCELS A AND B; IN ADDITION TO EASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO RICHMOND AMERICAN HOMES OF MARYLAND, INC., ONE HARBOR CENTER, SUITE 100, SUIJUN CA 94585 OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 68477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY OR ANY PORTION THEREOF WAS DEDICATED FOR DOES NOT EXIST OR THE PROPERTY IS NOT NEEDED FOR PUBLIC UTILITIES.

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I STATE THAT WHICH IS CHECKED BELOW:

- A TAX BOND ASSURING THE PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN BUT NOT YET PAYABLE HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.
- ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

PRINT NAME _____

RECORDERS' STATEMENT

THE MAP ENTITLED SUBDIVISION 8994, IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE MADE BY FIRST AMERICAN TITLE COMPANY, DATED THE _____ DAY OF _____, 20____; AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

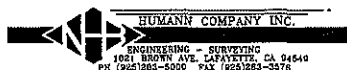
FILED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT _____ M. ON THE _____ DAY OF _____, 20____, IN BOOK _____ OF MAPS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

JOSEPH CANCEMIAMILLA
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2006 IN BOOK 476, PAGE 28, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



CITY PLANNING COMMISSION STATEMENT

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR SUBDIVISION 8737 UPON WHICH THIS FINAL MAP WAS BASED.

DATE: _____

KOUROSH ROHANI
PUBLIC WORKS DIRECTOR,
CITY OF OAKLEY
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

GEOTECHNICAL STATEMENT

A GEOTECHNICAL INVESTIGATION PREPARED BY MID PACIFIC ENGINEERING, INC., TITLED "GEOTECHNICAL ENGINEERING REPORT UPDATE, THE RESERVE AT OAKLEY, SUBDIVISION 8994, OAKLEY, CALIFORNIA", PROJECT NUMBER MPE 01695-01, DATED MAY 16, 2014 HAS BEEN RECEIVED AND APPROVED. SAID REPORT IS ON FILE IN THE CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

ENGINEER'S STATEMENT

I, IZZAT NASHASHIBI, STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST BLUE MOUNTAIN HOMES, LLC, IN DECEMBER 2013; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS OF THE CHARACTER SHOWN ON THE FINAL MAP SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED WILL BE SET IN THE POSITIONS INDICATED ON OR BEFORE JUNE 2016, AND THAT THE AREA IS 25.95 ACRES, MORE OR LESS.

ALL BEARINGS OF THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27).

DATED: _____

IZZAT NASHASHIBI
RCE NO. 29528 EXPIRES: 3-31-15



CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED "SUBDIVISION 8994" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____

FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA
R.C.E. NO. 21771
LICENSE EXPIRES: 09/30/15

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP, ENTITLED "SUBDIVISION 8994", CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NO. _____ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT IN FEE, SUBJECT TO IMPROVEMENT ANY OF THE STREETS, ROADS, AVENUES, WAYS AND COURTS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE, AND DO HEREBY ACCEPT PARCEL "A" AND PARCEL "B", IN FEE, FOR PUBLIC USE.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF OAKLEY AND ARE ON FILE IN MY OFFICE.

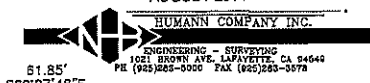
THE EMERGENCY VEHICULAR ACCESS AND TURNAROUND SHOWN AS EMERGENCY VEHICLE ACCESS EASEMENT ON SUBDIVISION 8737 IN BOOK 476 AND PAGE 28 OFFICIAL RECORDS IS HEREBY VACATED WITH THE FILING OF THIS MAP, PURSUANT TO SECTION 86499.20 OF THE GOVERNMENT CODE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

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

SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476, PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



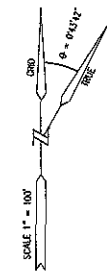
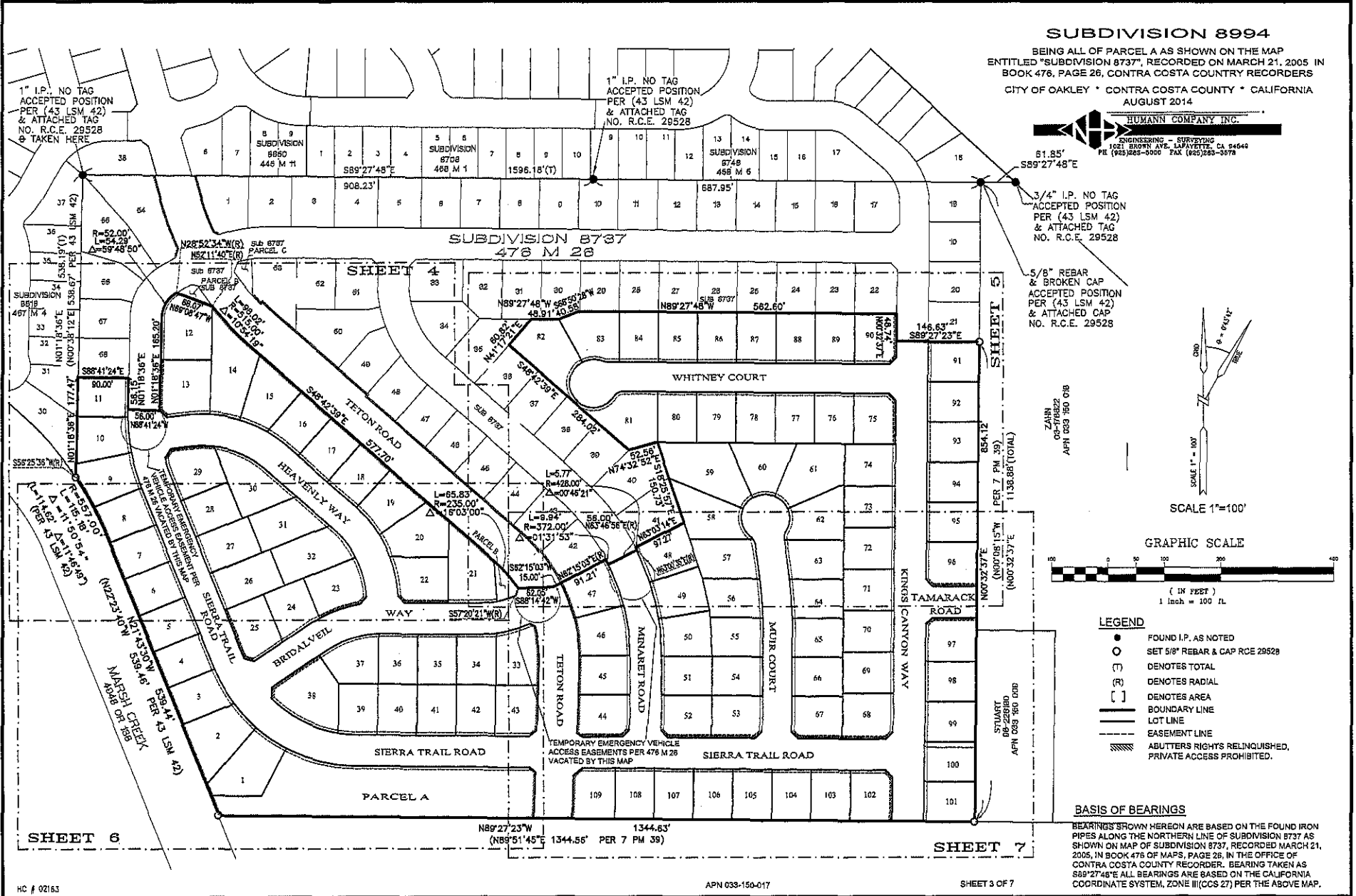
1" I.P. NO TAG ACCEPTED POSITION PER (43 LSM 42) & ATTACHED TAG NO. R.C.E. 29528 & TAKEN HERE

1" I.P. NO TAG ACCEPTED POSITION PER (43 LSM 42) & ATTACHED TAG NO. R.C.E. 29528

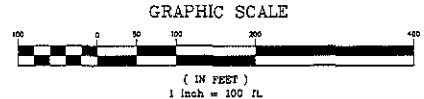
51.85' S89°27'48"E

3/4" I.P. NO TAG ACCEPTED POSITION PER (43 LSM 42) & ATTACHED TAG NO. R.C.E. 29528

5/8" REBAR & BROKEN CAP ACCEPTED POSITION PER (43 LSM 42) & ATTACHED CAP NO. R.C.E. 29528



ZARR 03-178822 APN 033-150-018



- LEGEND**
- FOUND I.P. AS NOTED
 - SET 5/8" REBAR & CAP RCE 29528
 - () DENOTES TOTAL
 - (R) DENOTES RADIAL
 - [] DENOTES AREA
 - BOUNDARY LINE
 - LOT LINE
 - EASEMENT LINE
 - //// ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.

BASIS OF BEARINGS
 BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE NORTHERN LINE OF SUBDIVISION 8737 AS SHOWN ON MAP OF SUBDIVISION 8737, RECORDED MARCH 21, 2005, IN BOOK 476 OF MAPS, PAGE 26, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARING TAKEN AS S89°27'48"E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE II (CCS 27) PER THE ABOVE MAP.

SUBDIVISION 8994

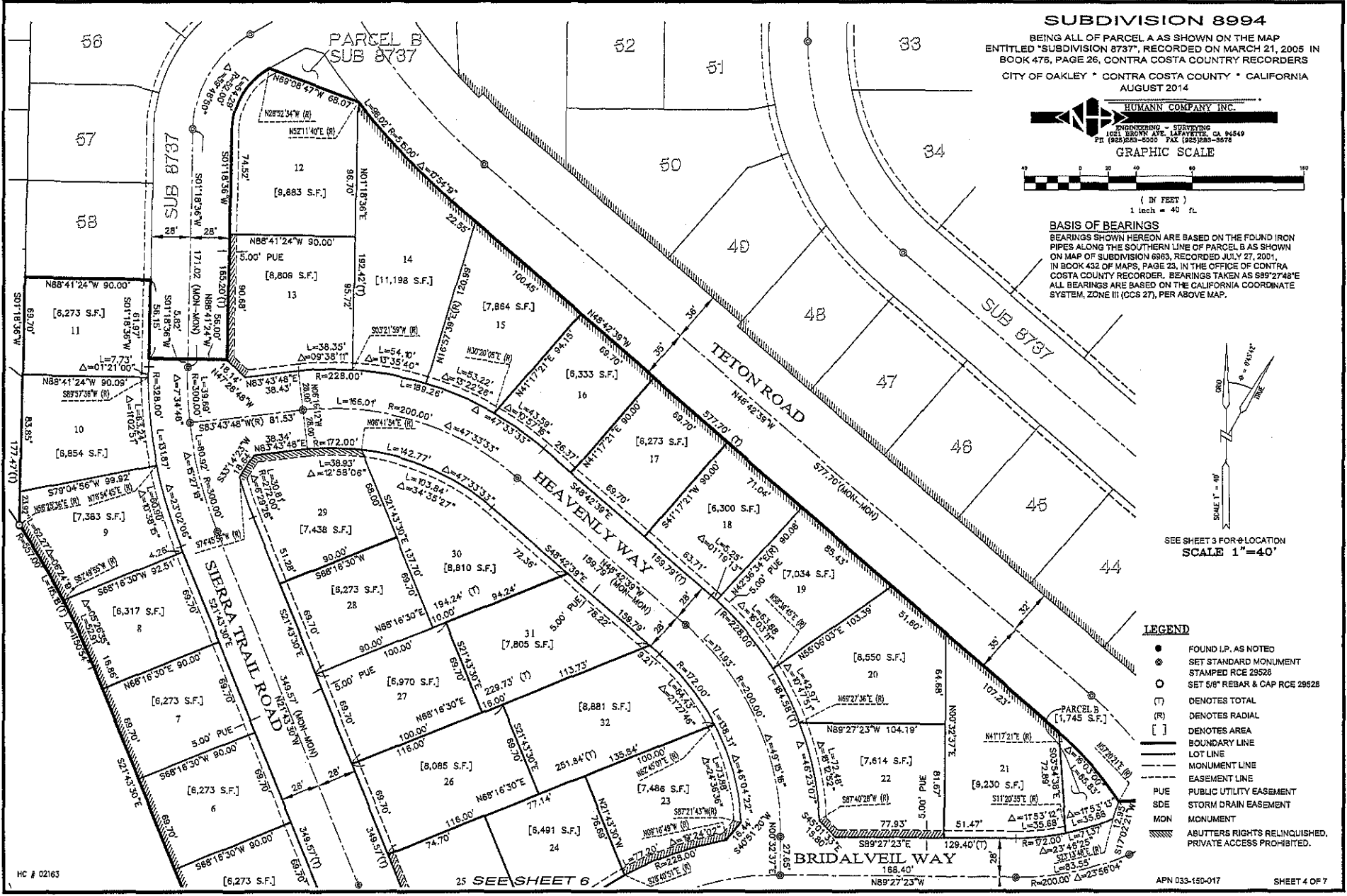
BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476, PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



BASIS OF BEARINGS
BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE SOUTHERN LINE OF PARCEL B AS SHOWN ON MAP OF SUBDIVISION 6863, RECORDED JULY 27, 2001, IN BOOK 432 OF MAPS, PAGE 23, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARINGS TAKEN AS S89°27'48"E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE II (CCS 27), PER ABOVE MAP.

SEE SHEET 3 FOR LOCATION
SCALE 1"=40'

- LEGEND**
- FOUND I.P. AS NOTED
 - ⊙ SET STANDARD MONUMENT STAMPED RCE 29526
 - SET 5/8" REBAR & CAP RCE 29528
 - (T) DENOTES TOTAL
 - (R) DENOTES RADIAL
 - [] DENOTES AREA
 - BOUNDARY LINE
 - - - LOT LINE
 - - - MONUMENT LINE
 - - - EASEMENT LINE
 - - - PUE PUBLIC UTILITY EASEMENT
 - - - SDE STORM DRAIN EASEMENT
 - MON MONUMENT
 - /// ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.



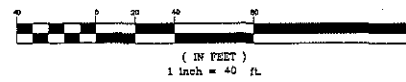
LEGEND

- ⊙ SET STANDARD MONUMENT STAMPED RCE 28528
- SET 5/8" REBAR & CAP RCE 29328
- (M) DENOTES TOTAL
- (R) DENOTES RADIAL
- [] DENOTES AREA
- BOUNDARY LINE
- - - LOT LINE
- - - EASEMENT LINE
- - - MONUMENT LINE
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- MON MONUMENT
- ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.

BASIS OF BEARINGS

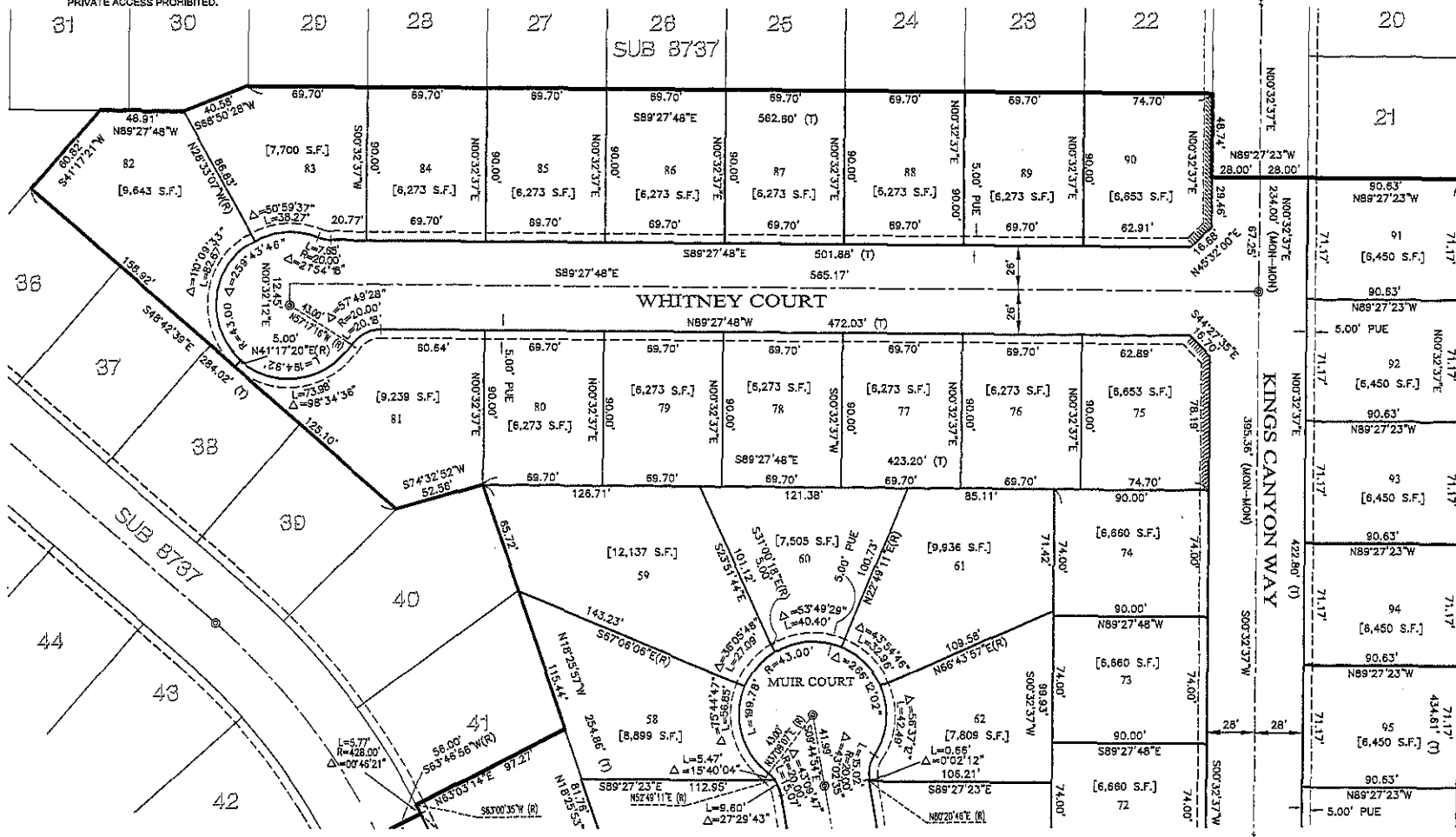
BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE NORTHERN LINE OF SUBDIVISION 8737 AS SHOWN ON MAP OF SUBDIVISION 8737, RECORDED MARCH 21, 2005, IN BOOK 476 OF MAPS, PAGE 23, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARING TAKEN AS S89°27'48"E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27) PER THE ABOVE MAP.

GRAPHIC SCALE

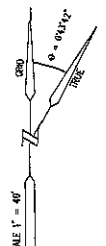


SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476 PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY • CONTRA COSTA COUNTY • CALIFORNIA AUGUST 2014



ZAINH 09-17/8822



SEE SHEET 3 FOR LOCATION SCALE 1"=40'

SEE SHEET 7

SUBDIVISION 8994

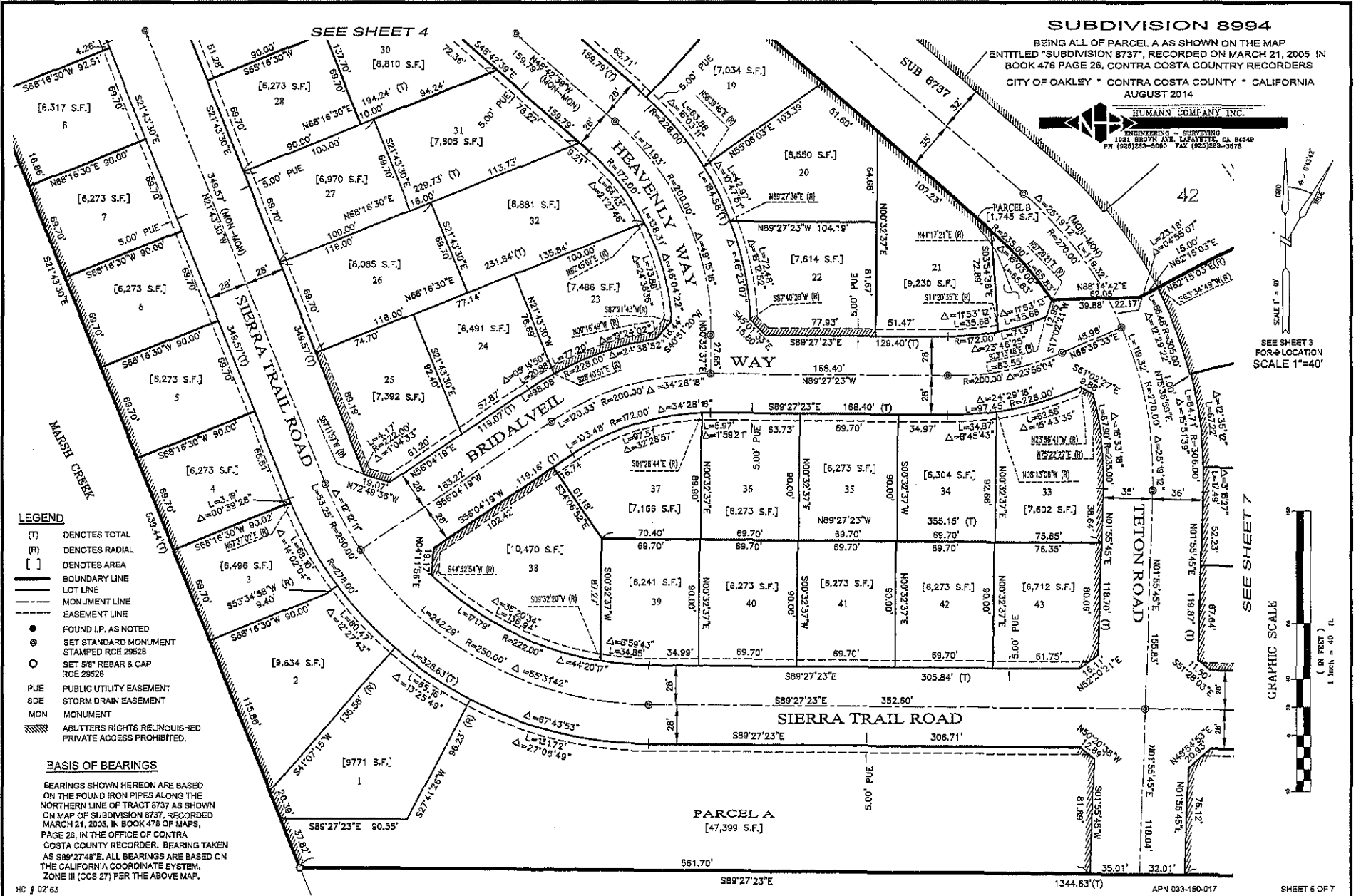
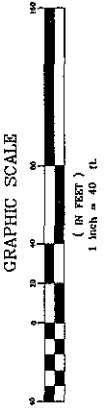
BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476 PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



HUMANN COMPANY INC.
ENGINEERING - SURVEYING
101 BROWN AVE. LAKELAND, CA 94549
PH (925)283-5000 FAX (925)283-3578

SEE SHEET 3 FOR LOCATION
SCALE 1" = 40'

SEE SHEET 7



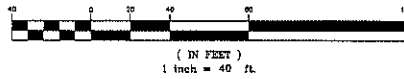
- LEGEND**
- (T) DENOTES TOTAL
 - (R) DENOTES RADIAL
 - [] DENOTES AREA
 - BOUNDARY LINE
 - LOT LINE
 - MONUMENT LINE
 - EASEMENT LINE
 - FOUND I.P. AS NOTED
 - ⊙ SET STANDARD MONUMENT STAMPED RCE 29528
 - SET 8" REBAR & CAP RCE 29528
 - PUE PUBLIC UTILITY EASEMENT
 - SDE STORM DRAIN EASEMENT
 - MON MONUMENT
 - ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.

BASIS OF BEARINGS
BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE NORTHERN LINE OF TRACT 8737 AS SHOWN ON MAP OF SUBDIVISION 8737, RECORDED MARCH 21, 2005, IN BOOK 476 OF MAPS, PAGE 26, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARING TAKEN AS S89°27'48"E. ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27) PER THE ABOVE MAP.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE NORTHERN LINE OF SUBDIVISION 8737 AS SHOWN ON MAP OF SUBDIVISION 8737, RECORDED MARCH 21, 2005, IN BOOK 476 OF MAPS, PAGE 26, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARING TAKEN AS S89°27'49"E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27) PER THE ABOVE MAP.

GRAPHIC SCALE



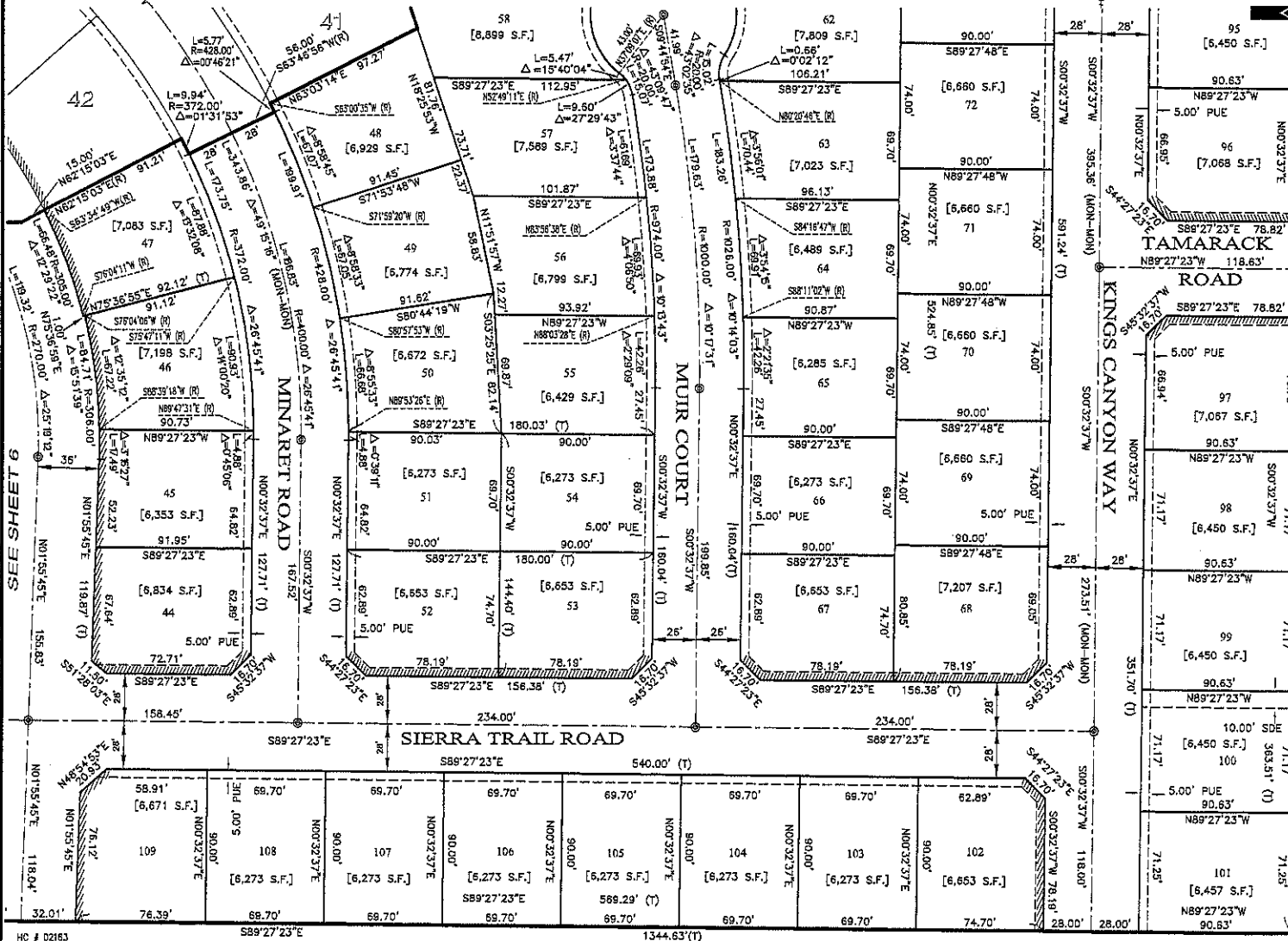
SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476 PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014

HUMANN COMPANY INC.

ENGINEERING - SURVEYING
1021 BROWN AVE., LAYFETTE, CA 94549
PH (925) 953-5000 FAX (925) 953-3576

SEE SHEET 5



SEE SHEET 3 FOR #LOCATION
SCALE 1"=40'

LEGEND

- FOUND I.P. AS NOTED
- ⊙ SET STANDARD MONUMENT
- ⊙ STAMPED RCE 29528
- ⊙ SET 5/8" REBAR & CAP RCE 29528
- (T) DENOTES TOTAL
- (R) DENOTES RADIAL
- [] DENOTES AREA
- BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
- EASEMENT LINE
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- MON MONUMENT
- ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.



STAFF REPORT

Date: Tuesday, November 18, 2014

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: 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)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On July 8th, 2014 the City Council of the City of Oakley adopted Resolution No. 67-14 which conditionally approved the tentative map for Minor Subdivision MS 14-976 at 900 – 912 Main Street which includes two proposed parcels.

Oakley Crossroads LLC has submitted the parcel map to the City Engineer for review. In order to satisfy all remaining conditions of approval, with the exception of annexing to the landscaping and lighting district, the applicant has requested that the City enter into a Deferred Improvement Agreement (DIA). The DIA requires the subdivider to complete the public improvements as required by the conditions of approval for MS 14-976. Pursuant to the DIA, construction of the public improvements is required to commence prior to commencing construction on any building on the proposed Parcel B and is required to be completed no later than 180 days from start of construction and prior to issuance of a Notice of Completion for any building on Parcel B.

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

The final conditions of approval that remain to be satisfied are related to the participating in the special police tax area (Condition 70) and forming a district to fund the operations and maintenance for storm drainage (Condition 71). Those items take several months to complete, and are more efficient when grouped with other projects. In the past the City Council has been receptive to recording parcel maps prior to

completion of the annexation process so long as there was an agreement guaranteeing the annexations would be completed. A similar agreement has been prepared.

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council:

- 1) Adopt the attached resolution approving the Deferred Improvement Agreement with Oakley Crossroads LLC for MS 14-976 and authorizing the City Manager to sign it.
- 2) Adopt the attached resolution approving the Subdivision Annexation and Assessment Authorization Deferral Agreement with Oakley Crossroads LLC for MS 14-976 and authorizing the City Manager to sign it.
- 3) Adopt the attached resolution approving the Parcel Map entitled "PARCEL MAP MS 14-976".

The City Council should be aware that by approving the parcel map without approving the Subdivision Annexation and Assessment Authorization Deferral Agreement, it is possible that additional voters will be introduced into the assessment district formation process or that the applicant will not cooperate with the district formation. Staff recommends that if the Resolution approving the Subdivision Annexation and Assessment Authorization Deferral Agreement is not adopted, the Resolution approving the Parcel Map should not be adopted either.

Attachments

- 1) Deferred Improvement Agreement (DIA)
- 2) Subdivision Assessment and Annexation Authorization Deferral Agreement (SAAADA)
- 3) Resolution for DIA
- 4) Resolution for SAAADA
- 5) Resolution for Parcel Map
- 6) Reduction of MS 14-976 Parcel Map

Recording Requested by:

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

When Recorded Mail To:

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

A.P.N. 051-052-063 Space above this line for Recorder's Use

DEFERRED IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF OAKLEY AND
OAKLEY CROSSROADS, LLC
AT 900-910 MAIN STREET

This Deferred Improvement Agreement (the "AGREEMENT") is made and entered into this 7 day of November 2014, by and between the City of Oakley, a municipal corporation ("CITY") and Oakley Crossroads, LLC, a California limited liability company ("DEVELOPER").

RECITALS

A. DEVELOPER is the owner of certain real property located within the City of Oakley, County of Contra Costa, at 900-912 Main Street, and more particularly described in Exhibit A (legal description), attached hereto and incorporated herein ("Property"). The Parcel Map showing the location of the Property is attached as Exhibit B (parcel map).

B. DEVELOPER wishes to make improvements to the property and has entered into a lease with Starbucks Corporation, a Washington corporation, to operate the Drive-Thru Starbucks on a portion of the Property and has applied for and received approval from CITY of a Conditional Use Permit and a two-parcel Tentative Parcel Map. Approval of the Conditional Use Permit and Tentative Parcel Map from the CITY requires among other things, that DEVELOPER construct specified public improvements pursuant to the Conditions of Approval (as defined below).

C. The Conditions of Approval permitted DEVELOPER to execute a Deferred Improvement Agreement in-lieu of constructing improvements prior to occupancy of the Property.

D. DEVELOPER has requested that the CITY approve Parcel Map MS 14-976, which will create two parcels, Parcel A and Parcel B, as shown on the approved Tentative Map. Parcel A will contain the Drive-Thru Starbucks and Parcel B will be vacant.

E. DEVELOPER has requested that the responsibility for construction of the improvements and all costs associated with the construction of the improvements required by the AGREEMENT to become solely the obligation of the owner of Parcel B.

F. CITY has agreed to defer DEVELOPER's obligation to make certain improvements listed below. By entering into this Agreement, DEVELOPER remains obligated to make such improvements, but in accordance with the period of time set forth herein.

AGREEMENT

1. Recitals

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

2. Improvements to be Constructed

a. The Oakley City Council approved Conditional Use Permit CUP 02-14 and Tentative Parcel Map TPM 01-14, together with conditions of approval (the "Conditions of Approval"). DEVELOPER shall construct all improvements required by the Conditions of Approval. The improvements deferred by this Agreement (the "Improvements") are generally described as follows and more specifically described in those certain plans entitled, "City of Oakley Department of Public Works, Street Improvement Plans, 900-912 Main Street, Oakley, CA 94561 prepared by DCi Engineering, Inc. (as approved by CITY, the "Approved Plans"):

Construct the frontage of 900-912 Main Street to the same width as the existing driveway that borders the eastern portion of Property where the sidewalk stops in front of the existing McDonalds. Improvements shall include concrete curb, gutter and sidewalk connecting to and matching the existing improvements to the east. Improvements shall also include

relocation of existing, aboveground storm drain inlets, pavement widening and installation of irrigation and landscaping between the sidewalk and the boundary of the dedication area. The necessary aboveground longitudinal and transverse drainage conforming to existing improvements shall also be provided.

b. The current estimated cost of constructing the Improvements is \$53,535 as reflected in the cost estimate attached hereto as Exhibit C (cost estimate).

c. All such Improvements shall be constructed in accordance with the CITY's design standards and ordinances or as may be approved in writing by the City Engineer. Upon completion DEVELOPER shall furnish CITY with a complete and reproducible set of final as-built plans of the Improvements, including any authorized modifications.

3. Completion Time.

a. Notwithstanding the typical requirement for a commercial project that all required improvements be constructed prior to occupancy or use of the project, DEVELOPER shall commence construction of the Improvements prior to commencing work on a building (the "Parcel B Building") on the proposed Parcel B depicted on Parcel Map MS 14-976.

b. Construction of the Improvements shall be completed no later than 180 days after commencement of construction of the Parcel B Building and prior to issuance of a Certificate of Occupancy for the Parcel B Building.

c. DEVELOPER shall submit improvement plans for the Improvements, prepared by a registered civil engineer, to the City Engineer and pay all applicable fees. DEVELOPER agrees to cooperate with other property owners, the CITY, and other public agencies to provide the Improvements as part of a joint cooperative plan, including the formation of a local improvement district, if this method is feasible to secure the installation and construction of the Improvements.

d. Time is of the essence of this Agreement.

4. Security

a. Concurrently with the submission of the improvement plans to the City Engineer pursuant to Section 3(c) above, DEVELOPER shall furnish CITY with the

following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the City Attorney if different from such Government Code forms:

- i. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(b) above and sufficient to assure CITY that the Improvements will be satisfactorily completed.
- ii. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(b) above and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

b. CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-66499.10), except as may be otherwise approved by the City Attorney.

5. Insurance Required

a. Prior to the commencement of work under this Agreement, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required by CITY as set forth in its standard insurance requirements at the time such work is to commence, and such insurance must be approved by the Administrative Services Director of CITY, or his or her designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER, at its own cost and expense, shall also procure "occurrence coverage" insurance 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 DEVELOPER and its agents, representatives, employees, and subcontractors. DEVELOPER shall provide proof satisfactory to CITY of such insurance that meets the requirements of this Agreement and under forms and amounts of insurance satisfactory in all respects to the CITY. DEVELOPER shall maintain in full force and effect the insurance coverage in the forms and amounts specified by the CITY throughout the term of the work to be completed, and until final

completion and acceptance of the Improvements by the CITY. DEVELOPER shall not allow any work to commence until DEVELOPER has obtained all insurance required by this Agreement and has provided evidence thereof to CITY.

b. The CITY may approve a variation in the insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the CITY'S interests are otherwise fully protected.

- i. **Notice of Reduction in Coverage.** In the event that any coverage required by this Section 5 is reduced, limited, or materially affected in any other manner, DEVELOPER shall provide written notice to CITY as DEVELOPER'S early as practicable and in no case later than five (5) days after DEVELOPER is notified of such change in coverage.
- ii. **Failure to Maintain Insurance.** Throughout the term of the work to be completed pursuant to this Agreement, and until final completion and acceptance of the work by CITY, DEVELOPER shall maintain in full force and effect insurance coverage in the forms and amounts required by this Agreement.
- iii. **Workers' Compensation and Employers Liability Coverage.** DEVELOPER shall use commercially reasonable efforts to cause the insurer to agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the DEVELOPER pursuant to this Agreement for the CITY.
- iv. **All Coverages.** Each insurance policy required by this Section 5 shall be endorsed to provide that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- v. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- vi. **Verification of Coverage.** DEVELOPER shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this Section 5. The certificates and endorsements are to be received and approved by the CITY before

work pursuant to this Agreement commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

- c. **Subcontractors.** DEVELOPER and/or DEVELOPER's general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements provided in this Section 5.

6. **Warranty Period**

- a. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date CITY accepts the Improvements, DEVELOPER agrees to maintain the Improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. CITY shall provide written notice to DEVELOPER of any repair or correction work which in the reasonable opinion of the City Engineer, must be completed. DEVELOPER shall repair or make such correction of such Improvements without expense or charge of any nature whatsoever to CITY.

- b. In the event the DEVELOPER shall fail to comply with the conditions of Section 6(a) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, CITY shall have the right, but shall not be obligated, to make, or cause to be made, the repair or correction, and DEVELOPER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately make, or cause to be made, such repair or correction, and DEVELOPER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of CITY.

7. **Inspection of the Work**

DEVELOPER shall provide reasonable access to CITY through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Improvements. Such CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the reasonable satisfaction of CITY without any expense to CITY in strict accordance with the Approved Plans.

8. Agreement Assignment

This Agreement shall not be assigned by DEVELOPER without the written consent of CITY which consent shall not be unreasonably withheld, conditioned or delayed.

9. No Agency Relationship; Defaults

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

b. If, subject to Force Majeure (as defined below), DEVELOPER refuses or fails to complete, or cause the completion of, the Improvements pursuant to this Agreement within the time specified in Section 3 above, or any extension thereof, or if DEVELOPER should be adjudged as bankrupt, or should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed, or if DEVELOPER, or subject to notice and cure periods, any of DEVELOPER'S contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and fails to cure such violation within the applicable cure period, the CITY, through its City Engineer may serve written notice on DEVELOPER and DEVELOPER's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of DEVELOPER. "Force Majeure" shall mean for purposes of this Agreement delay in DEVELOPER'S performance of its obligations under this Agreement which are beyond the reasonable control of DEVELOPER, including but not limited to work stoppage, acts of nature, acts of war, civil disorders and/or similar acts.

10. Use of Improvements

At all times prior to the final acceptance of the Improvements by CITY, the use of any or all such Improvements shall be at the sole and risk of DEVELOPER.

11. Safety Devices

DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the construction site of the Improvements as may be reasonably necessary to prevent accidents to the public and damage to the Property. At completion of the work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the Approved Plans and included in the Improvements) shall be removed from site of the work by the DEVELOPER, and the construction site of the Improvements left clean and orderly.

12. Acceptance of Work

Upon notice of the completion of all construction of the Improvements and the delivery of the set of final as-built plans required by Section 2(c) above to CITY by DEVELOPER, CITY through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement, shall recommend acceptance of the Improvements to the City Council. The City Council may accept the Improvements by the adoption of a resolution, and the City Engineer shall notify DEVELOPER or its designated agents of such acceptance.

13. Liability

- a. Indemnity. DEVELOPER hereby warrants that all work will be performed in a workmanlike manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising out of DEVELOPER'S or its employees, agents, or independent contractors performance or failure to comply with the obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties; provided as follows:
 - i. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the

deposit with CITY by DEVELOPER, of any of the insurance policies described in Section 5 hereof.

ii. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section 14(a), regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

b. Design Defect. If, in the opinion of the CITY, a design defect in the work of the improvements becomes apparent during the course of construction and such design defect, in the reasonable opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct, or cause the correction of such design defect at its cost and expense.

c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and such action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in such action, the prevailing party shall be entitled to recover its attorneys' fees and court costs.

14. Recordation

This Agreement shall be recorded in the office of the County Recorder of Contra Costa County, California.

15. Notices

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

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

City Manager and City Engineer

City of Oakley
3231 Main Street
Oakley, CA 94561

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

Oakley Crossroads, LLC
1592 Union Street, #252
San Francisco, CA 94123
Attention: Ellen Hui

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

16. Miscellaneous Provisions

a. This Agreement and the Approved Plans contain the entire agreement between DEVELOPER and the CITY with respect to the Improvements. No modification to this Agreement shall be effective unless it is in writing, signed by the DEVELOPER and the CITY.

b. The laws of the State of California shall govern this Agreement. The invalidity, in whole or in part, of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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


CITY:

DEVELOPER:

CITY OF OAKLEY,
a municipal corporation

Oakley Crossroads, LLC,
a California limited liability company

By: _____
Bryan H. Montgomery, City Manager

By:  _____
Ellen Hui
Its: Manager

ATTEST:

Libby Vreonis, City Clerk

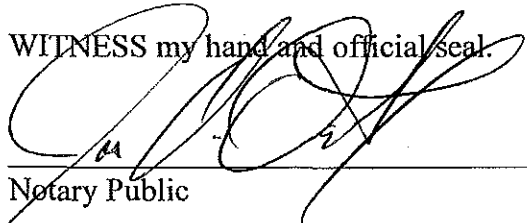
APPROVED AS TO FORM:

Derek P. Cole, City Attorney

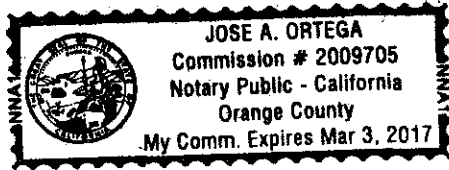
STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

On November 7, 2014, before me, Jose A. Ortega, Notary Public, personally appeared ELLEN HUI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public



(Seal)

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel B as shown on the Parcel Map MS 14-976, Filed _____, 2014, in Book ____ of Parcel Maps, Pages ____ through _____, inclusive, Contra Costa County Records.

EXHIBIT B

Parcel Map

[attached behind this page]

PARCEL MAP

SUBDIVISION MS 14-976

SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC.

AUGUST, 2014

DAVID R. CHAPIN, P.L.S. 6761

OWNERSHIP STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBODIED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND WE DO HEREBY DEDICATE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS _____.

THE AREA MARKED 'PRIVATE ACCESS AND UTILITY EASEMENT' OR 'P.A. & U.E.' IS NOT DEDICATED FOR THE USE BY THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCELS '1' AND '2' OF PARCEL MAP 14-976 FOR ACCESS, PARKING, UTILITIES, DRAINAGE, INGRESS AND EGRESS, SANITARY SEWER, AND EMERGENCY VEHICLE ACCESS.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT, ORDER NUMBER 86000393-468, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED FEBRUARY 4, 2014.

AS OWNER:
OAKLEY CROSSROADS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____ A
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____ WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME
THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S),
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE
STATEMENT.

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

WITNESS MY HAND _____
PRINT NAME OF NOTARY: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT:

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED
AS INSTRUMENT NO. _____
OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF
THE FOREGOING OWNERS STATEMENT AND TO THE PREPARATION AND RECORDATION
OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

(need name of holder)

TRUSTEE'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____ A NOTARY
PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____

WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE ABOVE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S)
ACTED, EXECUTED THE ABOVE STATEMENT.

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

WITNESS MY HAND _____
PRINT NAME OF NOTARY: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STARBUCK'S COFFEE COMPANY IN JUNE, 2014. ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED, AND SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE AREA OF THIS PARCEL MAP CONTAINS 1.04 ACRES, MORE OR LESS.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: _____
DAVID R. CHAPIN
PLS 6761
REGISTRATION EXPIRES: SEPTEMBER 30, 2014

CITY SURVEYOR'S STATEMENT:

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____
FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 21771 EXPIRATION DATE: SEPTEMBER 30, 2015

CITY ENGINEER'S STATEMENT:

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976", THAT SAID PARCEL MAP AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON JULY 8, 2014, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATE: _____
KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 51138 EXPIRATION DATE: SEPTEMBER 30, 2015

SIGNATURE OMISSIONS

PURSUANT TO SECTION 86436 (e)(3)(A) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC, A CALIFORNIA CORPORATION OWNER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 15, 1988 AS INSTRUMENT NO. 82661 IN BOOK 5751, PAGE 86 OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF McDONALD'S CORPORATION FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, RECORDED MARCH 25, 1983 AS INSTRUMENT NO. 53-75286 IN BOOK 16322.M PAGE 291 OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF DIABLO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA FOR WATER LINES, RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0151595, OFFICIAL RECORDS.

EASEMENT IN FAVOR OF THE CITY OF OAKLEY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE, WATER, SEWER, AND GAS PIPES, UNDERGROUND CABLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND TELEPHONE SERVICES, LIGHTS, POLES, CENTRALIZED MAIL DELIVERY BOXES AND ANY AND ALL OTHER UTILITY SERVICES, TOGETHER WITH ANY ALL APPURTENANCES PERTAINING THERETO ON OVER UNDER AND ACROSS RECORDED DECEMBER 4, 2007, AS INSTRUMENT NO. 2007-0329826 OF OFFICIAL RECORDS

CITY CLERK'S STATEMENT:

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP MS 14-976", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING OF SHEET ONE (1) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID CITY COUNCIL DID THEREUPON, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT PUBLIC USE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

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

CITY COUNCIL STATEMENT:

I, KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR PARCEL MAP MS 14-976 DATED JULY 8, 2014 WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DATED: _____
KEVIN ROHANI
PUBLIC WORKS DIRECTOR,
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT:

THIS MAP, ENTITLED "PARCEL MAP MS 14-976" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED THE 4 DAY OF FEBRUARY, 2014, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISIONS.

RECORDED AT THE REQUEST OF COMMONWEALTH LAND TITLE INSURANCE COMPANY AT _____ M. ON THE _____ DAY OF _____, 20____, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I HEREBY STATE, AS CHECKED BELOW, THAT:

() A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

() ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____

CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

PARCEL MAP

SUBDIVISION MS 14-976

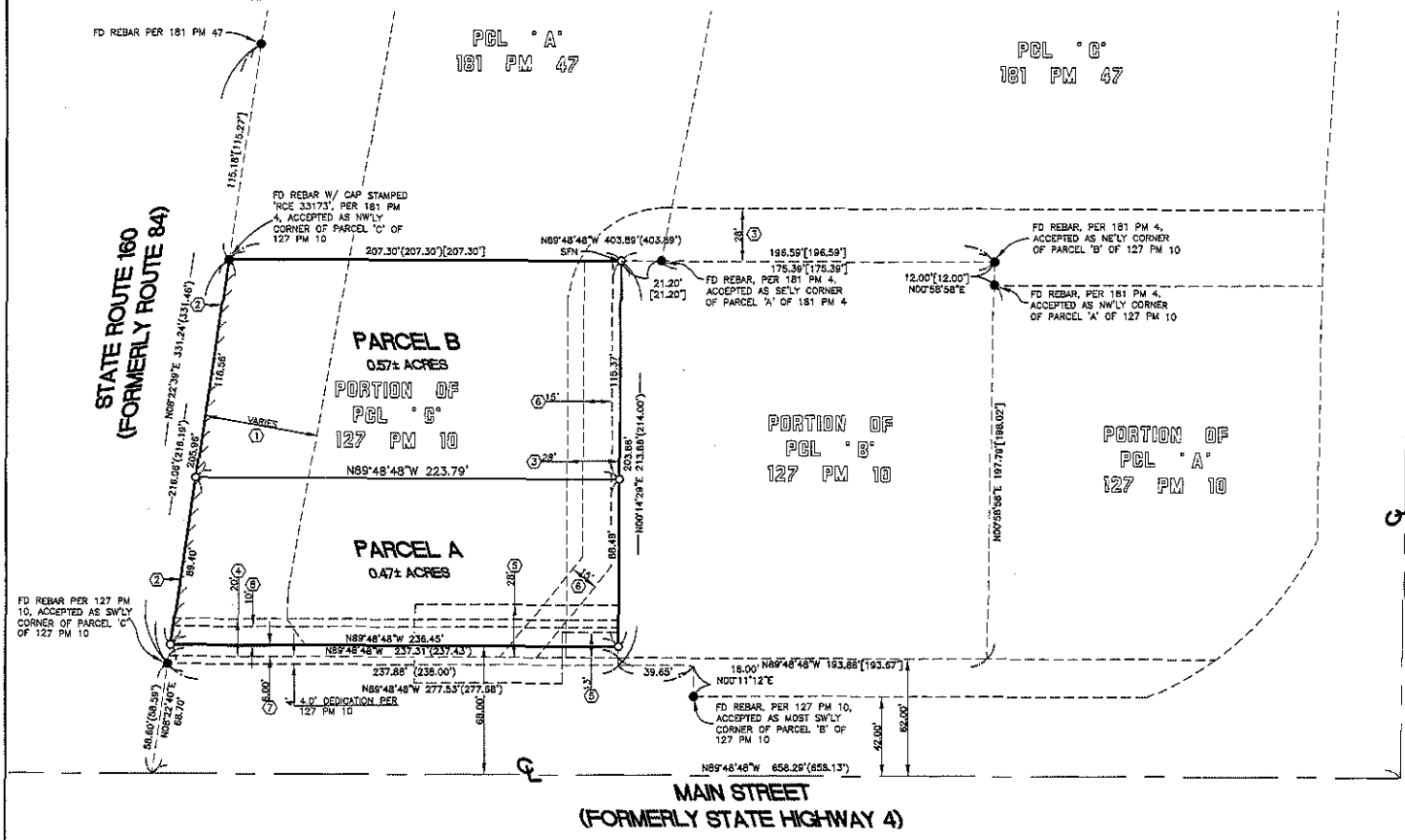
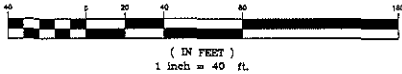
SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS
CITY of OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC.

JULY, 2014

DAVID R. CHAPIN, P.L.S. 6761

GRAPHIC SCALE



SURVEYOR'S NOTES:

- DENOTES EASEMENTS PLOTTED HEREON
- ① AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION DATED NOVEMBER 15, 1968 RECORDED AS INSTRUMENT NO. 85561 IN BOOK 5751 PAGE 96 OF OFFICIAL RECORDS.
- ② OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY OR FREEWAY ABUTTING THE WESTERLY LINE OF SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY THE DOCUMENT RECORDED NOVEMBER 15, 1968 AS INSTRUMENT NO. 85564 IN BOOK 5751, PAGE 107 OF OFFICIAL RECORDS.
- ③ AN EASEMENT FOR COMMON ACCESS PER PARCEL MAP RECORDED AS 127 PM 11.
- ④ A SETBACK LINE AS SHOWN ON PARCEL MAP RECORDED AS 127 PM 11.
- ⑤ AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS RECORDED MARCH 25, 1993 AS PER INSTRUMENT NO. 93-75297 OF OFFICIAL RECORDS.
- ⑥ AN EASEMENT FOR WATERLINE GRANTED TO DIABLO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0151595 OF OFFICIAL RECORDS.
- ⑦ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR ROADWAY, RECORDED DECEMBER 4, 2007 AS INSTRUMENT NO. 2007-0329825 OF OFFICIAL RECORDS.
- ⑧ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR PUBLIC UTILITIES, RECORDED NOVEMBER 16, 2007 AS INSTRUMENT NO. 2007-0329826 OF OFFICIAL RECORDS.

REFERENCES

- SUBDIVISION LINE
- PARCEL LINE
- - - RECORD PARCEL LINE
- - - CENTERLINE
- - - EASEMENT LINE
- ////// INDICATES NO ACCESS RIGHTS PER INSTRUMENT NO. 85564 IN BOOK 5751, PAGE 107 OF OFFICIAL RECORDS
- (XXX) INDICATES RECORD DATA PER 127 PM 10
- (XXX) INDICATES RECORD DATA PER 181 PM 47
- SFN SEARCHED FOUND NOTHING
- DENOTES FOUND MONUMENTS AS DESCRIBED
- DENOTES SET GEAR SPIKE AND WASHER STAMPED 'PLS 6761'

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF THE SOUTHERLY LINE OF PARCELS 'A' AND 'C' OF 181 PM 47 BEING NORTH 89°48'48" WEST PER RECORDS ON FILE IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER.

EXHIBIT C

Cost Estimate

[attached behind this page]

**ESTIMATE OF QUANTITIES
STARBUCKS OAKLEY
MAIN STREET STREET IMPROVEMENTS
COST ESTIMATE**

DESCRIPTION	QUANTITY	MATERIAL & LABOR (\$/UNIT)	
1 CURB AND GUTTER	250 LF	17.5 =	4375
2 CONCRETE SIDEWALK	1,450 SF	4 =	5800
3 DRIVEWAY APPROACH	460 SF	10 =	4600
4 STORM DRAIN INLET TYPE "G"	1 EA	5000 =	5000
5 STORM DRAIN INLET TYPE "J"	1 EA	4000 =	4000
6 AC PAVEMENT AND BASE	680 SF	7 =	4760
7 RELOCATE WATER METER	1 EA	1500 =	1500
8 STORM DRAIN LINES	1 LS	1500 =	1500
9 LANDSCAPE	1 LS	12000	12000
10 DEMOLITION	1 LS	10000	10000
		TOTAL \$	53,535.00

PREPARED BY:

DCi ENGINEERING, INC.

LAND SURVEYING & CIVIL ENGINEERING
4420 EAST MIRALOMA AVENUE SUITE A
ANAHEIM, CA. 92807
PHONE : (714) 779-3828 FAX (714) 779-3829



Recording Requested By:

Oakley Crossroad LLC
 1592 Union Street, #252
 San Francisco, CA 94123
 Attention: Ellen Hui

When Recorded Mail To:

City Clerk
 City of Oakley
 3231 Main Street
 Oakley CA 94561

**SUBDIVISION ANNEXATION AND
 ASSESSMENT AUTHORIZATION
 DEFERRAL AGREEMENT
 MINOR SUBDIVISION MS 14-976**

This agreement ("Agreement") is made at Oakley, California, effective as of November 7, 2014, by and between the CITY OF OAKLEY, a municipal corporation ("City") and Oakley Crossroads, LLC, a California Limited Liability Company ("Owner").

Recitals

A. On July 8th, 2014 the City Council of the City of Oakley adopted Resolution No. 67-14 which conditionally approved the tentative map for Minor Subdivision MS 14-976 at 900 – 910 Main Street which consists of two proposed parcels (each a "Parcel"), which is further described in the map and legal description attached hereto and incorporated herein as Exhibits A and B respectively.

B. Condition of Approval 70 requires the Parcel's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this minor subdivision approval. The election to provide for the tax shall be completed prior to the filing of the final map.

C. Condition of Approval 71 requires the Parcel's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism ("Funding Mechanism") shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. Condition of Approval 71 further requires that the funding mechanism shall be formed prior to issuance of a certificate of occupancy, and the project proponent shall fund all costs of formation.

D. City and Owner, by this Agreement, are implementing Conditions of Approval Numbers 70 and 71.

AGREEMENT

With reference to the foregoing Recitals and in consideration of the mutual provisions, obligations and covenants herein contained, City and Owner agree as follows:

1. Recitals.

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

2. Support for Annexation.

Owner shall support and take any and all actions necessary to participate in the provision of funding to maintain police services by the Parcel's annexation to Oakley Special Police Tax Area.

Owner shall support and take any and all actions necessary for the Parcel's participation in the formation of a Funding Mechanism for the operation and maintenance of the storm drain system, including City-wide storm water management and discharge control activities.

3. Submission of Assessment Ballots in Favor of Assessment, Special Tax Ballot in Favor of Special Tax, Ballot for Storm Drain Maintenance Funding Mechanism and Ballot for Offsite Improvement Assessment District.

Upon receipt of an assessment ballot regarding the assessments that shall be annually imposed by the District and/or a special tax ballot regarding the special tax annually imposed for maintenance of police services and/or a ballot regarding the assessments that shall be annually imposed for storm drain maintenance Funding Mechanism on the Parcel and/or a ballot or written request from the City regarding participation in the formation of an assessment district for construction of offsite improvements, Owner shall promptly indicate its support for such assessments and/or special taxes and/or requests by marking the ballot(s) and submitting it as instructed in the ballot materials or as directed in the request. Owner specifically understands that the current assessments levied by the District and the current special taxes for maintenance of police services and the current special taxes for the Funding Mechanism may increase due to inflation and Owner agrees to pay any such increase.

4. Restrictions on Issuance and Processing of Building Permits.

Owner shall not request, and City shall neither issue nor process, any building permits for the Parcel or any structure in/on the Parcel until the annexation to the District, approval of the Special Tax and formation of Funding Mechanism (including the completion of the ballot proceedings is finalized and the assessments and special taxes are authorized to be levied) for the Parcel.

5. Recordation of Agreement.

Prior to issuance of the parcel map, Owner shall record this Agreement in the chain of title for both the Parcel and the designated remainder, such that this Agreement will be identified in any title report prepared for a potential purchaser of either the Parcel or the designated remainder.

6. Issuance of Parcel Map.

City shall not withhold approval of the parcel map for the Subdivision prior to completion of the annexation of the Parcel to the District, approval of the Parcel's Special Tax, formation of the Parcel's Funding Mechanism and prior to Parcel's participation in the formation of an assessment district for the construction of offsite improvements and authorization of the levy of the District assessment, authorization of the levy of the Special Tax, authorization of the levy of Funding Mechanism assessment and pre-payment of eligible development impact fees on the Parcel on account of failure to complete annexation to the District, approval of the Special Tax and formation of Funding Mechanism provided that the Parcel is in substantial compliance with all other conditions of approval and the Parcel is in full compliance with applicable laws.

7. Severability and Integration of Agreement.

This Agreement is an integrated agreement containing the entire understanding of the Parties regarding the matters addressed herein. No amendment or variation of the terms of this Agreement shall be effective unless made in writing and executed by both parties. In the event that any provision of this agreement is finally held or determined to be illegal or void by a court having jurisdiction, the remaining portions of the Agreement remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

APPROVED AS TO FORM:

CITY OF OAKLEY

Derek P. Cole, City Attorney

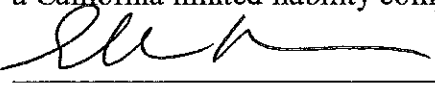
Bryan H. Montgomery, City Manager

ATTEST:

OWNER:

Libby Vreonis, City Clerk

Oakley Crossroads, LLC,
a California limited liability company



Helen Hui, its Manager

Ellen

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On November 7, 2014
Date

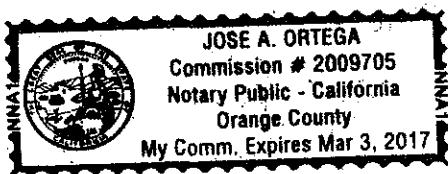
before me, Jose A. Ortega
Here Insert Name and Title of the Officer

personally appeared

ELLEN HUI

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Sub Division Annexation and Assessment Authorization-Deferral Agreement

Document Date: November 7, 2014 Number of Pages: Five

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

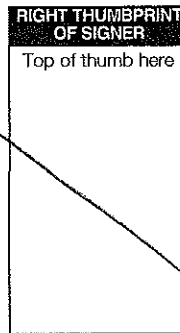


EXHIBIT A

MAP OF SUBDIVISION

**[THE COUNTY RECORDER WILL REQUIRE A VERY HIGH RESOLUTION
COPY ON 8 ½ BY 11 INCH PAPER]**

PARCEL MAP

SUBDIVISION MS 14-976

SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS
CITY of OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC. AUGUST, 2014 DAVID R. CHAPIN, P.L.S. 6761

OWNERSHIP STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND WE DO HEREBY DEDICATE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS _____.

THE AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT OR "P.A. & U.E." IS NOT DEDICATED FOR THE USE BY THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCELS "A" AND "B" OF PARCEL MAP 14-976 FOR ACCESS, PARKING, UTILITIES, DRAINAGE, INGRESS AND EGRESS, SANITARY SEWER, AND EMERGENCY VEHICLE ACCESS.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT, ORDER NUMBER 86000393-466, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED FEBRUARY 4, 2014.

AS OWNER:
OAKLEY CROSSROADS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME _____ A
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____ WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME
THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S),
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE
STATEMENT.

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

WITNESS MY HAND _____

PRINT NAME OF NOTARY: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT:

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED
OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF
THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION
OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

(need name of holder)

TRUSTEE'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME _____ A NOTARY
PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____

WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE ABOVE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S)
ACTED, EXECUTED THE ABOVE STATEMENT.

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

WITNESS MY HAND _____

PRINT NAME OF NOTARY: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STARBUCK'S COFFEE COMPANY IN JUNE 2014. ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED, AND SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE AREA OF THIS PARCEL MAP CONTAINS 1.04 ACRES, MORE OR LESS.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: _____

DAVID R. CHAPIN
PLS 6761
REGISTRATION EXPIRES: SEPTEMBER 30, 2014

CITY SURVEYOR'S STATEMENT:

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____

FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 21771 EXPIRATION DATE: SEPTEMBER 30, 2015

CITY ENGINEER'S STATEMENT:

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" THAT SAID PARCEL MAP AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON JULY 8, 2014, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATE: _____

KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 51138 EXPIRATION DATE: SEPTEMBER 30, 2015

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (c)(3)(A) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC, A CALIFORNIA CORPORATION OWNER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 15, 1968 AS INSTRUMENT NO. 85561 IN BOOK 5751, PAGE 96 OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF MCDONALD'S CORPORATION FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, RECORDED MARCH 25, 1993 AS INSTRUMENT NO. 93-75226 IN BOOK 18382, PAGE 291 OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF DIABLO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA FOR WATER LINES, RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0151595, OFFICIAL RECORDS.

EASEMENT IN FAVOR OF THE CITY OF OAKLEY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE, WATER, SEWER, AND GAS PIPES, UNDERGROUND CABLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND TELEPHONE SERVICES, LIGHTS, POLES, CENTRALIZED MAIL DELIVERY BOXES AND ANY AND ALL OTHER UTILITY SERVICES, TOGETHER WITH ANY ALL APPURTENANCES PERTAINING THEREON ON OVER UNDER AND ACROSS RECORDED DECEMBER 4, 2007, AS INSTRUMENT NO. 2007-0329826 OF OFFICIAL RECORDS

CITY CLERK'S STATEMENT:

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP MS 14-976", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING OF SHEET ONE (1) THEREOF, WAS PRESENTED TO THE CITY COUNCIL AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2014, AND THAT SAID CITY COUNCIL DID THEREUPON, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT SHOWN THEREON AS OFFERED FOR DEDICATION FOR PUBLIC USE.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 20_____.

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

CITY COUNCIL STATEMENT:

I, KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR PARCEL MAP MS 14-976 DATED JULY 8, 2014 WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DATED: _____

KEVIN ROHANI
PUBLIC WORKS DIRECTOR,
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT:

THIS MAP, ENTITLED "PARCEL MAP MS 14-976" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED THE 4 DAY OF FEBRUARY, 2014, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISIONS.

RECORDED AT THE REQUEST OF COMMONWEALTH LAND TITLE INSURANCE COMPANY AT _____ M. ON THE _____ DAY OF _____, 20_____ IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I HEREBY STATE, AS CHECKED BELOW, THAT:

() A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

() ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____

CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

EXHIBIT B

LEGAL DESCRIPTION OF SUBDIVISION

EXHIBIT B

LEGAL DESCRIPTION OF SUBDIVISION

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

Parcels A and B as shown on the Parcel Map MS 14-976, Filed _____, 2014, in Book ___ of Parcel Maps, Pages ___ through ___, inclusive, Contra Costa County Records.

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE DEFERRED IMPROVEMENT AGREEMENT WITH OAKLEY
CROSSROADS, LLC FOR MINOR SUBDIVISION MS 14-976**

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Deferred Improvement Agreement with Oakley Crossroads, LLC for the development of a minor subdivision known as MS 14-976; and

WHEREAS, this agreement will require the developer to complete approximately \$55,535.00 in public improvements and drainage in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Deferred Improvement Agreement with Oakley Crossroads, LLC is hereby approved and the City Manager is hereby authorized to execute the Deferred Improvement Agreement for the development of MS 14-976 in the form attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING A SUBDIVISION ANNEXATION AND ASSESSMENT AUTHORIZATION DEFERRAL AGREEMENT WITH OAKLEY CROSSROADS, LLC FOR MINOR SUBDIVISION 14-976

WHEREAS, Condition of Approval 70 for Minor Subdivision 14-976 requires the project to participate in the funding to maintain police services; and

WHEREAS, Condition of Approval 71 for Minor Subdivision 14-976 requires the project to participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system; and

WHEREAS, the process for establishing a Special Police Tax Area has not been completed at this time; and

WHEREAS, the formation of a mechanism to fund the operation and maintenance of the storm drain system has not been completed; and

WHEREAS, Oakley Crossroads, LLC is requesting that the Parcel Map for Minor Subdivision 14-976 be filed, and is willing to enter into an agreement that, among other things, will allow her to file the map but will prohibit her from selling any lots until the assessment district annexations are complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Annexation and Assessment Authorization Deferral Agreement with Oakley Crossroads, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Annexation and Assessment Authorization Deferral Agreement for Minor Subdivision 14-976, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

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

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
CALIFORNIA, APPROVING THE PARCEL MAP TITLED
"PARCEL MAP MS 14-976" LOCATED AT 900 – 912 MAIN STREET**

WHEREAS, on May 7th, 2014, Lisa Sunderland ("APPLICANT") submitted an application on behalf of Oakley Crossroads, LLC ("OWNER") for a Tentative Parcel Map (TPM 01-14) to subdivide the 1.1 acre site into two parcels located at 900 – 912 Main Street, APN: 051-052-063; and

WHEREAS, on July 8th, 2014 the City of Oakley adopted Resolution 67-04 which conditionally approved the tentative map for Minor Subdivision MS 14-976 at 900 – 912 Main Street which includes two proposed parcels.

WHEREAS, OWNER has requested that the City Council approve the Parcel Map; and

WHEREAS, the City Engineer has determined that the final parcel map is in substantial compliance with the approved tentative parcel map and that the applicable conditions of approval have been satisfied; and

WHEREAS, the City Surveyor has determined that the map is technically correct.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the parcel map labeled "Parcel Map, MS 14-976", as prepared by DCi Engineering be and hereby is approved.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

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

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

PARCEL MAP

SUBDIVISION MS 14-976

SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC. AUGUST, 2014 DAVID R. CHAPIN, P.L.S. 6761

OWNERSHIP STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND WE DO HEREBY DEDICATE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS _____.

THE AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT OR "P.A. & U.E." IS NOT DEDICATED FOR THE USE BY THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCELS "A" AND "B" OF PARCEL MAP 14-976 FOR ACCESS, PARKING, UTILITIES, DRAINAGE, INGRESS AND EGRESS, SANITARY SEWER, AND EMERGENCY VEHICLE ACCESS.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT, ORDER NUMBER 86000393-466, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED FEBRUARY 4, 2014.

AS OWNER:
OAKLEY CROSSROADS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE STATEMENT.

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

WITNESS MY HAND _____
PRINT NAME OF NOTARY: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT:

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED _____ AS INSTRUMENT NO. _____ OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

(need name of holder)

TRUSTEE'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE STATEMENT.

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

WITNESS MY HAND _____
PRINT NAME OF NOTARY: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STARBUCK'S COFFEE COMPANY IN JUNE, 2014. ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED, AND SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE AREA OF THIS PARCEL MAP CONTAINS 1.04 ACRES, MORE OR LESS.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: _____
DAVID R. CHAPIN
PLS 6761
REGISTRATION EXPIRES: SEPTEMBER 30, 2014

CITY SURVEYOR'S STATEMENT:

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____
FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 21771 EXPIRATION DATE: SEPTEMBER 30, 2015

CITY ENGINEER'S STATEMENT:

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976", THAT SAID PARCEL MAP AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON JULY 8, 2014, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATE: _____
KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 51138 EXPIRATION DATE: SEPTEMBER 30, 2015

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC, A CALIFORNIA CORPORATION OWNER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS, RECORDED NOVEMBER 15, 1968 AS INSTRUMENT NO. 85561 IN BOOK 5751, PAGE 86 OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF McDONALD'S CORPORATION FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, RECORDED MARCH 25, 1993 AS INSTRUMENT NO. 93-75266 IN BOOK 18382, PAGE 281 OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF DIABLO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA FOR WATER LINES, RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0151595, OFFICIAL RECORDS.

EASEMENT IN FAVOR OF THE CITY OF OAKLEY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE, WATER, SEWER, AND GAS PIPES, UNDERGROUND CABLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND TELEPHONE SERVICES, LIGHTS, POLES, CENTRALIZED MAIL DELIVERY BOXES AND ANY AND ALL OTHER UTILITY SERVICES, TOGETHER WITH ANY ALL APPURTENANCES PERTAINING THERETO ON, OVER UNDER AND ACROSS RECORDED DECEMBER 4, 2007, AS INSTRUMENT NO. 2007-0329825 OF OFFICIAL RECORDS

CITY CLERK'S STATEMENT:

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP MS 14-976", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING OF SHEET ONE (1) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID CITY COUNCIL, DID THEREUPON, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT PUBLIC USE.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 20____.

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

CITY COUNCIL STATEMENT:

I, KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR PARCEL MAP MS 14-976 DATED JULY 8, 2014 WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DATED: _____
KEVIN ROHANI
PUBLIC WORKS DIRECTOR,
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT:

THIS MAP, ENTITLED "PARCEL MAP MS 14-976" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED THE 4 DAY OF FEBRUARY, 2014, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISIONS.

RECORDED AT THE REQUEST OF COMMONWEALTH LAND TITLE INSURANCE COMPANY AT _____ M. ON THE _____ DAY OF _____, 20____, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY RECORDER

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I HEREBY STATE, AS CHECKED BELOW, THAT:

() A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

() ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____

CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA
BY: _____
DEPUTY CLERK



STAFF REPORT

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Date: Tuesday, November 18, 2014

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Subdivision Improvement Agreement, Subdivision Annexation and Assessment Authorization Deferral Agreement, and Final Map for Subdivision 9104 (Cutino Property, Cedar Glenn Drive south of Laurel Road, approximately 450' east of Rose Avenue)

Background and Analysis

On November 13, 2006 the City Council adopted Resolution 141-06 conditionally approving the tentative map for Subdivision 9104, a 20-lot residential subdivision south of Laurel Road along the north side of Cedar Glenn Drive, approximately 450' east of Rose Avenue.

The grading and improvement plans for the project went through plan checking in 2007 but were never approved. During the summer of 2014, Kiper Development, Inc. acquired the project and is proceeding with getting approvals of the grading and improvement plans.

Kiper Development, Inc. has now requested approval by the City Council of the final map for Subdivision 9104 consisting of 20 lots and an 8,961 square foot park parcel.

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

The Subdivision Improvement Agreement requires the sub-divider to complete the public improvements as required by the conditions of approval for Subdivision 9104. As part of this agreement, the sub-divider is required to provide various securities up to the amount of the estimated cost of public improvements and drainage, (currently estimated to be a total of \$328,763.00). None of these improvements have been completed and accepted at this time. The applicant is required to complete the public improvements within eighteen months in accordance with the Subdivision Map Act (Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial

compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of the agreements).

The final conditions of approval that remain to be satisfied are related to the annexation of the property to the City of Oakley Street Lighting and Landscape Assessment District No. 1 (Conditions 51, 52 & 53), participating in the special police tax area (Condition 54), participating in the formation of an assessment district for the construction of off-site improvements (Condition 55) and forming a district to fund the operations and maintenance for storm drainage (Condition 56). Those items take several months to complete, and are more efficient when grouped with other projects.

The City Council has been receptive to recording final maps prior to completion of the annexation process for other projects, so staff prepared a similar agreement to those used in the past. The agreements used previously allowed the map to record, but prohibited the sale of lots until the annexation was complete.

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement and approving the Final Map for Subdivision 9104.

Attachments

- 1) Subdivision Improvement Agreement (SIA)
- 2) Subdivision Assessment and Annexation Authorization Deferral Agreement (SAAADA)
- 3) Resolution for SIA
- 4) Resolution for SAAADA
- 5) Resolution Approving the Final Map titled Subdivision 9104
- 6) Reduction of Subdivision 9104 Final Map

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9104**

This agreement is made and entered into this ____ day of _____, 20____ by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Kiper Development, Inc., hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 9104, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 141-06 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled Subdivision 9104 Grading Plans and Improvement Plans as prepared by Carlson, Barbee & Gibson, Inc. now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 141-06 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA, including the following specific COA are the subject of this Agreement: 19 through 48, inclusive. DEVELOPER's agreement to satisfy all COA including the aforementioned COA and construct the Improvements identified in the aforementioned COA is a material part of the consideration for this Agreement; and

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

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Tentative Map 9104 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance., including without limitation all Improvements identified in the

following unsatisfied COA's: 19 through 48, inclusive. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

DEVELOPER will commence construction of The Improvements within 30 days following the date on which CITY executes this Agreement. DEVELOPER shall complete said work not later than 12 months following said date of execution in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City of Oakley Municipal Code and Contra Costa County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the City Municipal Code or County Ordinance Code, the stricter requirements shall govern. It is understood that the City of Oakley was incorporated effective July 1, 1999, and as such continues to rely on certain laws, ordinances and design standards of the County of Contra Costa. References herein to the County Code or County Ordinance Code are understood to refer to such ordinances and codes as if adopted by the City of Oakley.

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

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be \$274,263 for Public Improvements, \$54,500 for Grading. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.

- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.
- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

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

4. Insurance Required.

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

5. Work Performance and Guarantee.

Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, DEVELOPER guarantees all work executed by DEVELOPER and/or DEVELOPER's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to CITY as a part of the work pursuant to

the Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after initial acceptance of the entire work by CITY. DEVELOPER shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one-year guarantee period without expense or charge of any nature whatsoever to CITY. DEVELOPER further covenants and agrees that when defects in design, workmanship and materials actually appear during the one-year guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year to insure that such defects have actually been corrected.

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

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

6. Inspection of the Work.

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

7. Agreement Assignment.

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

8. Abandonment of Work.

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

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

In the event of any such notice of breach of this Agreement, DEVELOPER's surety shall have the duty to take over and complete The Improvements herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and DEVELOPER's surety shall be liable to CITY for any damages and/or reasonable and documented excess costs occasioned by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor.

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

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

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

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

Kiper Development, Inc.
1646 N. California Blvd., Suite 680
Walnut Creek, CA 94596
Attn., Rick Kiper

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

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

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

9. Use of Streets or Improvements.

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

10. Safety Devices.

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

11. Acceptance of Work.

Upon notice of the completion of the work covered by this agreement and the delivery of a set of final as-built plans to CITY by DEVELOPER, CITY, through its City Engineer or his designated representative, shall examine the work without delay, and, if found to be in accordance with said plans and specifications and this Agreement, shall recommend acceptance of the work to the City Council and, upon such acceptance, shall notify DEVELOPER or his designated agents of such acceptance. CITY reserves

the right to not accept the work until all construction activities, including those related to building construction, within the project boundaries has been completed.

12. Patent and Copyright Costs.

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

13. Alterations in Plans and Specifications.

Any alteration or alterations made in the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

14. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:
 1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.
 2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations

referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to

specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 3.

16. Recitals.

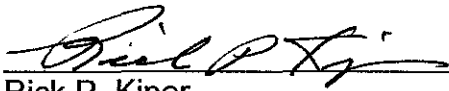
The foregoing Recitals are true and correct and are made a part hereof.

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

CITY OF OAKLEY

DEVELOPER

By: _____
Bryan H. Montgomery
City Manager



Rick P. Kiper
President / CEO
Kiper Development, Inc.

APPROVED AS TO FORM:

Derek P. Cole
City Attorney

ATTEST:

Libby Vreonis, City Clerk

- Exhibits: Exhibit A – City of Oakley, City Council, Resolution 141-06
- Exhibit B – Insurance Requirements
- Exhibit C - Verification of Required Insurance

EXHIBIT A
(RESOLUTION 141-06)

EXHIBIT B

EXHIBIT B

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$10,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Contractor shall procure and maintain for the duration of the contract, and if Contractor has a claims-made policy, Contractor shall maintain for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory

to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 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 notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a 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. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT C
VERIFICATION OF INSURANCE

Recording Requested By:

**Kiper Development, Inc.
1646 N. California Blvd. Ste, 680
Walnut Creek, CA 94596
Attn.: Rick Kiper**

When Recorded Mail To:

**City Clerk
City of Oakley
3231 Main Street
Oakley CA 94561**

**SUBDIVISION ANNEXATION AND
ASSESSMENT AUTHORIZATION
DEFERRAL AGREEMENT
SUBDIVISION 9104**

This agreement ("Agreement") is made at Oakley, California, effective as of _____, 2014, by and between the CITY OF OAKLEY, a municipal corporation ("City") and Kiper Development, Inc., a California Corporation ("Owner").

Recitals

A. On November 13, 2006 the City Council of the City of Oakley adopted Resolution No. 141-06 which conditionally approved the tentative map for Subdivision 9104, a 20-lot residential subdivision along Cedar Glenn Drive, south of Laurel Road and east of Rose Avenue which is further described in the map and legal description attached hereto and incorporated herein as Exhibits A and B respectively.

B. Conditions of Approval 51, 52 and 53 require annexation to City of Oakley Street Lighting and Landscape Assessment District No. 1 ("District") and approval of assessments for Citywide landscaping and park maintenance, Citywide street lighting costs and maintenance and project specific landscaping maintenance.

C. Condition of Approval 54 requires the Subdivision's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this subdivision approval.

D. Condition of Approval 55 requires participation in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City.

E. Condition of Approval 56 requires the Subdivision's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. Condition of Approval 56 further requires that the funding mechanism shall be formed prior

to filing of any final or parcel map, and the project proponent shall fund all costs of formation.

F. City and Owner, by this Agreement, are implementing Conditions of Approval Number 51 through Number 56.

AGREEMENT

With reference to the foregoing Recitals and in consideration of the mutual provisions, obligations and covenants herein contained, City and Owner agree as follows:

1. Recitals.

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

2. Support for Annexation.

Owner shall support and take any and all actions necessary to participate in the provision of funding to maintain police services by the Subdivision's annexation to Oakley Special Police Tax Area.

Owner shall support and take any and all actions necessary for the Subdivision's participation in the formation of a Funding Mechanism for the operation and maintenance of the storm drain system, including City-wide storm water management and discharge control activities.

3. Submission of Assessment Ballots in Favor of Assessment, Special Tax Ballot in Favor of Special Tax, Ballot for Storm Drain Maintenance Funding Mechanism and Ballot for Offsite Improvement Assessment District.

Upon receipt of an assessment ballot regarding the assessments that shall be annually imposed by the District and/or a special tax ballot regarding the special tax annually imposed for maintenance of police services and/or a ballot regarding the assessments that shall be annually imposed for storm drain maintenance Funding Mechanism on the Subdivisions and/or a ballot or written request from the City regarding participation in the formation of an assessment district for construction of offsite improvements, Owner shall promptly indicate its support for such assessments and/or special taxes and/or requests by marking the ballot(s) and submitting it as instructed in the ballot materials or as directed in the request. Owner specifically understands that the current assessments levied by the District and the current special taxes for maintenance of police services and the current special taxes for the Funding Mechanism may increase due to inflation and Owner agrees to pay any such increase.

4. Restrictions on Conveyances and Transfers of Title.

Owner shall not convey or otherwise transfer title to the Subdivision until the annexation and/or approval of the assessments and special taxes including the completion

of the ballot proceedings is finalized, and the assessments and special taxes are authorized to be levied on the Subdivision.

Owner also may enter into reservation contracts with potential purchasers of lots within the Subdivision, provided that such contracts include a prominent warning that shall be reviewed by and acceptable to the City identifying the existence of this Agreement and summarizing its critical requirements.

Notwithstanding the terms of this provision, any restrictions on conveyance or other transfer of the designated remainder under the Subdivision Map Act remain in effect.

5. Restrictions on Issuance and Processing of Building Permits.

Owner shall not request, and City shall neither issue nor process, any building permits for the Subdivision or any structure in/on the Subdivision until the annexation to the District, approval of the Special Tax and formation of Funding Mechanism (including the completion of the ballot proceedings is finalized and the assessments and special taxes are authorized to be levied) for the Subdivision.

6. Recordation of Agreement.

Prior to issuance of the Subdivision map, Owner shall record this Agreement in the chain of title for both the Subdivision, such that this Agreement will be identified in any title report prepared for a potential purchaser of any of the lots.

7. Issuance of Final Map.

City shall not withhold approval of the final map for the Subdivision prior to completion of the annexation of the Subdivision to the District, approval of the Subdivision's Special Tax, formation of the Subdivision's Funding Mechanism and prior to Subdivision's participation in the formation of an assessment district for the construction of offsite improvements and authorization of the levy of the District assessment, authorization of the levy of the Special Tax, authorization of the levy of Funding Mechanism assessment and pre-payment of eligible development impact fees on the Subdivision on account of failure to complete annexation to the District, approval of the Special Tax and formation of Funding Mechanism provided that the Subdivision is in substantial compliance with all other conditions of approval and the Subdivision is in full compliance with applicable laws.

8. Severability and Integration of Agreement.

This Agreement is an integrated agreement containing the entire understanding of the Parties regarding the matters addressed herein. No amendment or variation of the terms of this Agreement shall be effective unless made in writing and executed by both parties. In the event that any provision of this agreement is finally held or determined to be illegal or void by a court having jurisdiction, the remaining portions of the Agreement remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

APPROVED AS TO FORM:

CITY OF OAKLEY

Derek P. Cole, City Attorney

Bryan H. Montgomery, City Manager

ATTEST:

OWNER

Libby Vreonis, City Clerk

Rick Kiper, President/CEO
Kiper Development, Inc.

EXHIBIT A

MAP OF SUBDIVISION

**[THE COUNTY RECORDER WILL REQUIRE A VERY HIGH RESOLUTION
COPY ON 8 ½ BY 11 INCH PAPER]**

EXHIBIT B
LEGAL DESCRIPTION OF SUBDIVISION

RESOLUTION NO. XX-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH KIPER DEVELOPMENT, INC., A CALIFORNIA CORPORATION, FOR SUBDIVISION 9104 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Kiper Development, Inc. for the development of a residential subdivision known as Subdivision 9104; and

WHEREAS, this agreement will require the developer to complete approximately \$328,763.00 in public improvements and drainage in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Kiper Development, Inc. is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9104 in the form attached hereto as Exhibit A and is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 18th day of November 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING A SUBDIVISION ANNEXATION AND ASSESSMENT AUTHORIZATION DEFERRAL AGREEMENT WITH KIPER DEVELOPMENT, INC. FOR SUBDIVISION 9104

WHEREAS, Conditions of Approval 51, 52 and 53 require annexation to City of Oakley Street Lighting and Landscape Assessment District No. 1 ("District") and approval of assessments for Citywide landscaping and park maintenance, Citywide street lighting costs and maintenance and project specific landscaping maintenance; and

WHEREAS, Condition of Approval 54 requires the Subdivision's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this minor subdivision approval; and

WHEREAS, Condition of Approval 55 requires participation in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City; and

WHEREAS, Condition of Approval 56 requires the Subdivision's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. Condition of Approval 56 further requires that the funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of formation; and

WHEREAS, the formation of a mechanism to fund the operation and maintenance of the storm drain system has not been completed; and

WHEREAS, Kiper Development, Inc. (Kiper) is requesting that the Final Map for Subdivision 9104 be filed, and is willing to enter into an agreement that, among other things, will allow Kiper to file the map but will prohibit Kiper from selling any lots until the assessment district annexations are complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Annexation and Assessment Authorization Deferral Agreement with Kiper Development, Inc. is hereby approved and the City Manager is hereby authorized to execute the Subdivision Annexation and Assessment Authorization Deferral Agreement for Subdivision 9104, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

AYES:

NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE FINAL MAP OF SUBDIVISION 9104**

WHEREAS, Kiper Development, Inc., has satisfied the necessary conditions of approval for Subdivision 9104, as approved by the City Council on November 13, 2006 by Resolution Number 141-06; and

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

WHEREAS, the City Surveyor has determined that the final map is technically correct.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 9104", as prepared by Carlson, Barbee & Gibson, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 18th day of November 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME; AND DOES HEREBY DEDICATE IN FEE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LAND DESIGNATED ON SAID MAP AS PARCEL A, CEDAR GLENN DRIVE, RUSTIC COURT, AND PASTORAL COURT.

THE AREAS DESIGNATED "PUBLIC UTILITY EASEMENT" OR "PUE" ARE HEREBY DEDICATED TO THE CITY OF OAKLEY, OR ITS DESIGNEE, FOR THE USE OF ALL PUBLIC UTILITIES, AND INCLUDES RIGHTS FOR CONSTRUCTION, RECONSTRUCTION, ACCESS TO AND MAINTENANCE OF IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 0131-620388 ALA DATED JUNE 13, 2014, PREPARED BY OLD REPUBLIC TITLE COMPANY.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ADJUTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES ADJACENT TO CEDAR GLENN DRIVE AND IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL //////

BY: KIPER DEVELOPMENT, INC

BY: RICK P. KIPER
TITLE: PRESIDENT/CEO

DATE: _____

OWNER'S ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON _____, BEFORE ME, _____

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:

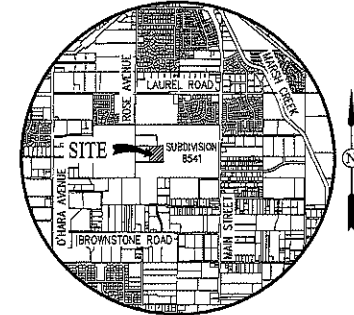
SIGNATURE: _____

(SEAL)

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

SUBDIVISION 9104

BEING A SUBDIVISION OF A PORTION OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING A SUBDIVISION OF PARCEL 'B' (63 PM 16) CONTRA COSTA COUNTY RECORDS CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA
CARLSON, BARBEE & GIBSON, INC.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA
OCTOBER 2014



VICINITY MAP
NOT TO SCALE

CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9104" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 21771

DATE: _____



COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9104", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY OLD REPUBLIC TITLE COMPANY, DATED THE 13TH DAY OF JUNE, 2014, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY AT _____, ON THE _____ DAY OF _____, 200____, IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

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

BY: _____
DEPUTY COUNTY RECORDER

PRINT NAME

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KIPER DEVELOPMENT, INC, ON OCTOBER 2014. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 2016; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MARK H. WEBBER
L.S. NO. 7960

DATE: _____



SUBDIVISION 9104
 BEING A SUBDIVISION OF A PORTION OF SECTION 36, TOWNSHIP 2
 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, ALSO
 BEING A SUBDIVISION OF PARCEL 'B' (63 PM 16)
 CONTRA COSTA COUNTY RECORDS
 CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA
CARLSON, BARBEE & GIBSON, INC.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON, CALIFORNIA
 OCTOBER 2014

GEOTECHNICAL SOILS REPORT

A SOILS REPORT HAS BEEN PREPARED BY NEIL O. ANDERSON AND ASSOCIATES,
 DATED _____, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF
 THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

 KOUROSH ROHANI
 CITY ENGINEER, CITY OF OAKLEY
 CONTRA COSTA COUNTY, STATE OF CALIFORNIA
 R.C.E. NO. 51138

DATE: _____

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

KIPER DEVELOPMENT, INC., HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR CEDAR GLENN DRIVE, RUSTIC COURT, AND PASTORAL COURT, AND EASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO KIPER DEVELOPMENT, INC, 1646 N. CALIFORNIA BOULEVARD, STE 680, WALNUT CREEK, CA 94596, OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

CITY COUNCIL STATEMENT

I, KOUROSH ROHANI, ACTING PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION 9104", DATED NOVEMBER 13, 2006 UPON WHICH THIS FINAL MAP WAS BASED.

 KOUROSH ROHANI
 PUBLIC WORKS DIRECTOR
 CITY OF OAKLEY
 STATE OF CALIFORNIA

DATE: _____

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "SUBDIVISION 9104", CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 200____, AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY STREETS, ROADS, DRIVES, AVENUES, COURTS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

ALSO ACCEPT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE "AREA DEDICATED TO CONTRA COSTA COUNTY" AS FILED IN BOOK 63 OF PARCEL MAPS AT PAGE 16, AND FILED IN BOOK 8704 OF OFFICIAL RECORDS AT PAGE 60, PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF OAKLEY AND ARE ON FILE IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY
 OF _____, 20____.

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

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I HEREBY STATE, AS CHECKED BELOW, THAT:

- [] A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT ARE NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.
- [] ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____ DAVID TWA
 CLERK OF THE BOARD OF SUPERVISORS
 AND COUNTY ADMINISTRATOR
 COUNTY OF CONTRA COSTA
 STATE OF CALIFORNIA

BY: _____
 DEPUTY CLERK

PRINT NAME _____

CITY ENGINEER'S STATEMENT

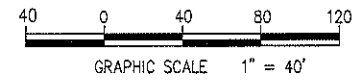
I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9104"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY ON NOVEMBER 13, 2006; AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

 KOUROSH ROHANI,
 CITY ENGINEER, CITY OF OAKLEY,
 CONTRA COSTA COUNTY, STATE OF CALIFORNIA
 R.C.E. NO. 51138

DATE: _____

SUBDIVISION 8981
(500 M 5)

SUBDIVISION 8541
(470 M 24)



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	241°30'55"	45.00'	189.69'
C2	89°37'53"	45.00'	70.40'
C3	117°22'45"	45.00'	92.19'
C4	34°30'17"	45.00'	27.10'
C5	61°30'55"	20.00'	21.47'
C6	50°39'43"	45.00'	39.79'
C7	53°29'14"	45.00'	42.01'
C8	104°08'57"	45.00'	81.80'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N45°41'17"E	21.03'
L2	N44°18'43"W	21.39'
L3	N00°31'46"E(R)	7.97'
L4	N89°06'07"W	17.00'

PARCEL A
(63 PM 16)

FOUND 5/8" REBAR AND TAG, LS 5399, ACCEPTED AS THE CENTER OF SECTION 36, T2N, R2E, MDM PER (3) (4) TO BE REPLACED WITH STANDARD STREET MONUMENT LS 7176 PER (3)

5/8" REBAR, LS 3251 (2)
SNF

(N89°27'48"W 446.90')(2)
N89°28'14"W 446.90'
N00°49'42"E 8.12'

PUBLIC ROAD EASEMENT PER
2005-0498707

SUBDIVISION 8541 (470 M 24)

CEDAR GLENN DRIVE

SHADY OAK DRIVE

REFERENCES

- (1) PARCEL MAP (61 PM 33)
- (2) PARCEL MAP (63 PM 16)
- (3) SUBDIVISION 8541 (470 M 24)
- (4) RECORD OF SURVEY (93 LSM 22)
- (5) SUBDIVISION 8981 (500 M 5)

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON; THE BEARING BEING N89°31'18"W PER SUBDIVISION 8541 (470 M 24). THE BEARING SHOWN HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE III 1983 NAD, EPOCH 1997.3. MULTIPLY DISTANCES SHOWN BY 0.999993636 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- ⊙ SET STANDARD STREET MONUMENT, LS 7176
- SET 5/8" REBAR AND CAP, LS 7176
- ⊙ FOUND STANDARD STREET MONUMENT, LS7176, PER(3)
- FOUND IRON PIPE OR REBAR AS NOTED
- () RECORD DATA AS NOTED
- SF SQUARE FEET
- AC ACRES
- PUE PUBLIC UTILITY EASEMENT
- SNF SEARCHED NOT FOUND

SUBDIVISION 9104

BEING A SUBDIVISION OF A PORTION OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING A SUBDIVISION OF PARCEL 'B' (63 PM 16) CONTRA COSTA COUNTY RECORDS CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

CARLSON, BARBEE & GIBSON, INC.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE 1" = 40' OCTOBER 2014

SHEET 3 OF 3

1048-80

APN: 094-250-008



Agenda Date: 11/18/2014
Agenda Item: 3.11

STAFF REPORT

Date: Tuesday, November 18, 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: A Resolution of the City Council of the City of Oakley 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

Background and Analysis

The Metropolitan Transportation Commission (MTC) has requested applications for a grant program to improve pedestrian/bicycle projects throughout the County. Funding is provided by MTC, but the amount of available funding has not been determined at this time. An application for the grant funding is due by November 20, 2014. The program has been very competitive in the past. Staff recommends that the City Council adopt a Resolution of Local Support for filing the application and stating the assurance to complete the Project.

The City of Oakley, in the Vintage Parkway neighborhood, has a canal that connects Vintage Parkway to the Delta and to an East Bay Regional Park District (EBRPD) trail. This street is used by residents for walking and bike riding for both recreation and travel to and from the local school. Vintage Parkway is also the main road connecting from Main Street to Big Break Road. At the End of Big Break Road, there is a pier for multi-recreational use, as well as a trail head for the East Bay Regional Trail System. The City of Oakley would like to construct a paved trail that would connect Vintage Parkway to the East Bay Regional Park Trail.

This proposed trail would allow residents to more safely walk or bike ride from their neighborhood to the EBRPD trail without having to travel out of their neighborhoods to connect with the trail. This would also allow children and parents to have an alternate way to travel to and from the local school, by using the EBRPD trail, then connecting to the City proposed trail. Currently children and parents must use Vintage Parkway to walk or bike ride to and from the school with no alternate route.

The existing canal consists of open land along the canal that currently has only vegetation and a few weeds growing on it. The City currently goes through and cuts down the existing grasses and weeds for fire control. Both sides of the canal are lined with homes that would benefit from having access to a maintained trail. What

the City is proposing to do is to install a 10 foot wide asphalt pathway that would be to EBRPD standards. Between the pathway and the canal would be left as a non-irrigated area with native grasses as it currently exists, and between the trail and the neighborhood houses would be planted with native shrubs and some trees to allow for screening and shade along the trail.

City Staff has concluded that there is sufficient room to construct a 10 foot wide path separated from the canal. Preliminary cost estimates indicate that the pathways and necessary improvements would cost roughly \$100,000. This number includes environmental clearance, design, as well as construction.

City Staff received a call for projects for the MTC administered grant program. The program makes funds available to local Contra Costa County governments for the construction of bicycle and pedestrian safety projects. The goals of the program are to reduce injuries and fatalities and to encourage increased walking and bicycling. The program achieves these goals by constructing facilities that enhance safety for pedestrians and bicyclists. By enhancing the safety of the pathways, trails, sidewalks, and crossings; the likelihood of attracting and encouraging others to walk and bike increases. Applications are due on November 20, 2014. One of the requirements for the application is a resolution of support adopted by the City Council.

Fiscal Impact

Staff is requesting that 100% of the funding come from the MTC Grant Program.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution of Local Support for filing the application and stating the assurance to complete the project.

Attachments

- 1) Resolution
- 2) Attachment A
- 3) Attachment B

REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2015-2016 TRANSPORTATION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the **City of Oakley** desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

RESOLVED, that the **City of Oakley** declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the **City of Oakley** to carry out the project; and furthermore, be it

RESOLVED, that the project will be reviewed by the countywide Bicycle Advisory Committee and approved by MTC to use the countywide BAC and the countywide BAC provides for expanded representation of **City of Oakley** and the designated representative/s is/are City Engineer familiar with the bicycle and pedestrian needs of the City of Oakley; and furthermore, be it

RESOLVED, that the **City of Oakley** attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of **Contra Costa County** for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year **2015-2016**
Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the **City of Oakley** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **City of Oakley** legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the **City of Oakley** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the **City of Oakley** within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the **City of Oakley** agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: 2015-2016

Applicant: City of Oakley

Contact person: Jason Kabalin

Mailing Address: 3231 Main Street, Oakley, CA 94561

E-Mail Address: kabalin@ci.oakley.ca.us Telephone: (925) 625-7040

Secondary Contact (in event primary not available) Kevin Rohani

E-Mail Address: rohani@ci.oakley.ca.us Telephone: (925) 625-7003

Short Title Description of Project: Vintage Parkway Bike and Pedestrian Pathway Connecting to the Big Break Trail

Amount of claim: \$100,000.00

Functional Description of Project:

This project looks to connect Vintage Parkway to the existing East Bay Regional Park – Big Break Regional Shoreline and the Big Break Trail with a bicyclist and pedestrian path. The project will include the construction of approximately 1,000 feet of a 10 foot wide asphalt path through the existing City of Oakley owned land. This improvement will provide an adequate connection from one of our City's busier streets to the existing Regional Park System.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: Environmental Review, Engineering and Design Services, Construction, Inspection, and Contingency Planning.

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		\$100,000.00			\$100,000.00
list all other sources:					
1.					
2.					
3.					
4.					
Totals		\$100,000.00			\$100,000.00

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).	yes 11/18/2014

B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	Yes
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: _____	yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	No
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____	Yes 9/2016
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes

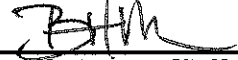


Agenda Date: 11/18/2014
Agenda Item: 3.12

STAFF REPORT

Date: November 13, 2014
To: Bryan H. Montgomery, City Manager
From: Libby Vreonis, City Clerk/Paralegal
Cc: William R. Galstan, Special Counsel
Subject: **Resolution Approving Agreements with Provox Systems, Inc for an Agenda Management System**

Approved and Forwarded to City Council:


Bryan Montgomery, City Manager

FOR CONSIDERATION AT THE OAKLEY CITY COUNCIL MEETING ON 11/18/14

Summary and Background

On June 30, 2014, the City Council approved the Fiscal Year 2014-2015 Budget that included a number of expenditures from the General Fund's fund balance. At the recommendation of Staff and recognizing the system would save money over time, the City Council appropriated \$9,000 as start-up funds to acquire an agenda management system.

Agenda management systems allow the entire agenda process to be automated from start to finish; enabling electronic item creation, routing for approvals, and eventually compilation into a dynamic agenda – completely online and paperless. This type of automation reduces staff processing time, materials, and money associated with paper and printing costs.

After researching a number of agenda management systems utilized by other cities, Staff feels that Provox Systems, Inc. provides the best value for the City. The Provox system is well-tested and well-recommended by other users and will help enhance operational efficiency, reduce operational costs, and reduce paper usage. To assist in the process of going paperless, Provox will also be providing five (5) iPads as part of the package for City Council use. Here is a link to learn more about Provox: <http://www.provox-systems.com/>

Fiscal Impact

The City Council appropriated \$9,000 toward an agenda management system from the General Fund's fund balance in this year's budget. Initial start-up costs for the system total \$7,300, less than the approved amount; however, there are some internal IT services costs and web hosting fees. Pursuant to the agreement, Provox is also eligible for reimbursement of travel & training costs to come train City Staff on the system. These costs can be dealt with administratively and total approximately \$6,500. The overall cost of the agreement is estimated to be \$40,850 over a five-year period.

Recommendation

Staff recommends that the City Council adopt a resolution approving agreements with Provox Systems, Inc. for an agenda management system and authorizes the City Manager to execute the agreements.

Attachments

1. Resolution
2. Agreements with Provox Systems, Inc.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING AGREEMENTS WITH PROVOX SYSTEMS, INC FOR AN
AGENDA MANAGEMENT SYSTEM**

WHEREAS, City staff seeks to enter into an agreement with Provox Systems, Inc. for the purchase of an agenda management system to enhance operational efficiency, reduce operational costs and reduce paper usage; and

WHEREAS, on June 30, 2014, the City Council appropriated funds for an agenda management program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley that it hereby approves the agreements with Provox Systems, Inc that are attached hereto in Exhibit A, and further authorizes the City Manager to execute the agreements on behalf of the City.

The foregoing resolution was adopted at a regular joint meeting of the Oakley City Council/ Oakley City Council acting as the Successor Agency to the Oakley Redevelopment Agency held on the 18th day of November, 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:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



Contract No. 10193

Prepared for: City of Oakley
Address: 3231 MAIN STREET

City: Oakley
State: CA
Zip: 94561

Attn: Libby Vreonis

PROVOX Systems, Inc.
8951 Synergy Drive
Suite 223
McKinney
Texas
75070

Telephone: 972.547.0504
Fax: 972.215.7656
Created On: November 5th, 2014
Prepared By: Kathy Vogt, Intern. Sales & Marketing Director

ENTERPRISE – AGENDA MANAGEMENT AGREEMENT

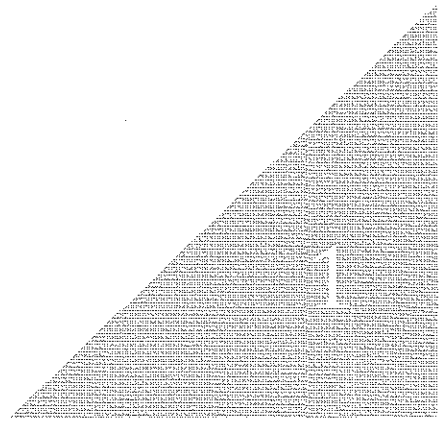
COMPOSITE SIGNATURE AGREEMENT

This Composite Signature Agreement is entered into by and between PROVOX Systems, Inc, A Texas Company ("PROVOX") and the customer referenced above ("Customer"), and shall commence on the day accepted and executed by PROVOX ("Effective Date").

By executing this Composite Signature Agreement, Customer accepts and agrees to all of the terms and conditions of this Composite Agreement (including the general terms and conditions set forth below) and of the documents listed below beside which Customers designated representatives initials appear (copies of which are attached hereto), each of which is hereby incorporated by reference (this Composite Signature Agreement and the initialed documents below shall be collectively referred to as the "Agreement"):

The Agreement Documents that constitute the agreement between City of Oakley and Provox are listed below. In the event of conflict between or among the documents, the documents listed below are in the order of precedence.

- | Initials | Title of Document |
|----------|--------------------------------------|
| _____ | PROVOX Sales Agreement |
| _____ | PROVOX Pricing and Configuration |
| _____ | PROVOX License Agreement |
| _____ | PROVOX Maintenance Concept Agreement |
| _____ | |





Contract No. 10193

In the event of a conflict or ambiguity between documents, the specific shall control the general; the relative order of specific of the documents is as follows: (1) Maintenance Concept Agreement, (2) All other Addendums and (3) the Sales Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS COMPOSITE SIGNATURE AGREEMENT (INCLUDING THE GENERAL TERMS AND CONDITIONS BELOW) AND EACH DOCUMENT ATTACHED HERETO WHICH COMPRISE THE AGREEMENT, THAT CUSTOMER UNDERSTANDS EACH DOCUMENT AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

Agreed and Accepted by:

PROVOX, A Texas Company

By: _____

Printed Name: Markus Vogt

Title: President

Date: November 5 , 2014

Authorized Agent of Customer

By: _____

Printed Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply to this Agreement and each document and Addendum that forms a part hereof:

1. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVOX MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, ORAL AND WRITTEN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO AGENT OF PROVOX IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTY OBLIGATIONS OF PROVOX AS SET FORTH IN THIS AGREEMENT.
2. Limitations of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PROVOX TOTAL LIABILITY TO CUSTOMER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR WHETHER CUSTOMER HAS ACCEPTED ANY HARDWARE OR SOFTWARE PROVIDED HEREUNDER. IN NO EVENT SHALL PROVOX BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE OR WHETHER PROVOX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees that the limitations and disclaimers of this Agreement will apply regardless of whether Customer has accepted the System, the Software, the Hardware, or any other product or service delivered by PROVOX. The parties agree that PROVOX has set its prices and entered into this Agreement in reliance upon such limitations and disclaimers, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

3. Terms and Termination. This Agreement shall continue until terminated as provided below, or by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement or any document or Addendum that forms a part hereof if either party as well breaches any term or condition thereof and fails to cure such breach within thirty (30) days after written notice of the same from either party. The insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business of Customer shall constitute a default hereunder for which no cure period shall be applicable, and such default shall afford PROVOX the remedies of a secured party under the Uniform Commercial Code (UCC) in addition to all other remedies. The General Terms and Conditions of this Composite Signature Agreement, and all disclaimers of warranty and limitations of liability contained in this Agreement, shall survive any termination.

4. Entire Agreement. This Agreement, including all documents and Addenda that form a part hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings, negotiations, or agreements, written or oral, regarding such subject matter.
5. Governing Law and Disputes. This Agreement will be governed by and construed in accordance with the laws of Contra Costa County, California, without regard to or application of choice of law rules or principles..
6. Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
7. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
8. Assignment. Customer shall not assign its rights or delegate its obligations hereunder without the express written consent of PROVOX, such consent not to be unreasonably withheld. Any attempted assignment in violation of this section shall be void. Subject to the foregoing, this Agreement will benefit and bind the successors and permitted users of the parties.
9. No Third Party Beneficiaries; No Agency. Except as expressly provided herein to the contrary, no provision of this Agreement, express or implied, is intended to be or will be construed to confer rights, remedies or other benefits to any third party under or by reason of this Agreement. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of legal association (other than as expressly set forth herein) between the parties.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
11. Uncontrollable Events. PROVOX shall not be liable to Customer for any failure or delay in performance or shipment caused by events beyond PROVOX's reasonable control, including but not limited to acts of God, strikes, acts of war, governmental action and riots, transportation, and similar causes, and any such failure or delay will not constitute a material breach of this Agreement. In the event of such an event, the time for performance or shipment will be extended for a period equal to the duration of such delay.



12. Interest. Does not apply.

13. Attorney Fees. Each party waives the right to attorney fees.

14. Indemnification

The provider shall assume the defense of, indemnify, and save harmless any City of Oakley Agency receiving services under this contract from any claims or liabilities of any type or nature to any person, firm, or corporation arising in any manner from the provider's performance of the work required under this contract and the provider shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

SALES AGREEMENT

The "Customer" and PROVOX, A Texas Company ("PROVOX") agree to the terms and conditions in this Sales Agreement (the "Sales Agreement"). Customer desires to purchase certain hardware and license certain software from PROVOX, which collectively will be referred to as the "System". Customer may also obtain certain professional services (such as training and installation) in connection with the System.

- I. Supply of Hardware and Software. PROVOX agrees to supply Customer with the hardware (if any) listed in Pricing and Configuration (the "Hardware") at the prices listed therein. PROVOX agrees to license Customer the software listed in Pricing and Configuration (the "Software") at the prices listed herein. The terms of the license pursuant to which Customer is entitled to use the Software are set forth in the Licensing Agreement.
- II. Professional Services. PROVOX agrees to provide Customer with the Professional Services as described in Pricing and Configuration. If application development services are listed in Pricing and Configuration, Customer shall own any specific applications developed by PROVOX for Customer, but PROVOX shall retain ownership of any preexisting software upon which such applications may be based. Customer agrees to reimburse PROVOX for all professional services travel and travel related costs.
- III. Payment. Payment is due as outlined in Pricing and Configuration. Prices do not include, and Customer shall pay reimburse PROVOX for all transportation (shipping) and related handling charges.
- IV. Taxes. Governments exempt from taxes. Taxes do not exist. In case taxes do exist, the Customer is responsible or shall reimburse PROVOX for those taxes. Tax amount will be on top of the system total.

- V. Shipment/Title/Risk of Loss. All shipments are F.O.B. PROVOX's offices unless otherwise specified in Pricing and Configuration. Title to, and risk of loss of each component of Hardware and Software shall pass to Customer upon delivery by PROVOX to the carrier or delivery services. Any component of the System held or stored for Customer shall be at the Customer risk and expense.
- VI. Delivery. Any shipping and delivery dates quoted to Customer, whether in response to Customers request or otherwise, are approximate. If reasonable conditions arise which prevent compliance with delivery dates, PROVOX shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay and such delay shall not constitute grounds for cancellation or termination. Any delays encountered with respect to shipping and delivery beyond the reasonable control of PROVOX shall be governed by paragraph 11 of the Terms and Conditions of the Composite Signature Agreement.
- VII. Installation. If system installation services are listed in Pricing and Configuration, then PROVOX agrees to install the System in accordance with the provisions of this paragraph. The provisions of paragraph VI above shall apply to installation dates. Customer shall provide a suitable installation environment and facilities for the System as prescribed by PROVOX. PROVOX shall furnish labor required for unpacking and installing the components of the System. The System shall be installed in good working order by PROVOX. The installation date shall be the first business day following that on which either (a) the components of the System have been installed in good working order, or (b) the components of the System are delivered and the Customer fails to provide a suitable installation environment.
- VIII. Limited Warranty on Software and Disclaimer of Warranty on Hardware. PROVOX agrees to warrant the Software on the terms and conditions set forth in the Maintenance Concept Agreement. Customer acknowledges that PROVOX is not the manufacturer of the Hardware, and that PROVOX THEREFORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Hardware may, however, be warranted by its manufacturer(s) and PROVOX agrees to, and does hereby, assign any such manufacturer warranties covering the Hardware to Customer. Provided that Customer has paid all current charges due for the Maintenance Concept services described in the Maintenance Concept Agreement, PROVOX will assist Customer in determining whether any problem encountered with the System is caused by the Hardware rather than the Software and, if so, Customer agrees to pursue any manufacturer's warranty remedies with respect to the Hardware component(s). In addition, PROVOX will, upon the request of Customer, assist Customer in locating a third party service organization that can service the Hardware on Customers behalf.

- IX. Maintenance Concept. Upon expiration of the Warranty Period described in the Licensing Agreement with respect to the Software and payment of the annual fee specified in the Maintenance Concept Agreement, PROVOX shall provide the support services specified in the Maintenance Concept Agreement.
- X. Indemnity. If any designs or specifications for the System are supplied by Customer, Customer agrees to indemnify, hold harmless, and at PROVOX's option, defend PROVOX against any loss, damage or liability (including court costs and reasonable fees, costs and expenses of attorneys and expert witnesses) arising in connection with any claim of patent, trademark, copyright or other proprietary right infringement arising out of the manufacturing, configuration, sale, licensing or use of the System.
- XI. Proprietary Rights. PROVOX warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by PROVOX and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United State patent, copyright, trade secret or other proprietary right of any Person. PROVOX shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. PROVOX shall have no obligation under this Section unless Customer promptly gives written notice to PROVOX after any applicable infringement claim is initiated against Customer and allows PROVOX to have sole control of the defense or settlement of the claim. The remedies in this Section are the sole remedies for a breach of the warranty contained in this Section.

If any applicable infringement claim is initiated, or in PROVOX's sole opinion is likely to be initiated, then PROVOX shall have the option, at its expense, to:

- Modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or
- Procure for Customer the right to continue using the infringing part of the Software or Documentation; or
- Remove all or the infringing part of the Software or Documentation.



PRICING AND CONFIGURATION

PROVOX Software & Services		QTY	Unit Price	Price
001	PROVOX Agenda.NET - Unlimited Users - Workflow Management - One Time License Fee - Webform	1	\$10,500.00	\$10,500.00
		1	\$0.00	\$0.00
002	PROVOX Agenda.NET Internet Module	1	\$0.00	\$0.00
003	PROVOX Migration & Replication	1	\$0.00	\$0.00
			Total	\$10,500.00

First Class Maintenance Concept				Price
100	First-Class Maintenance Agreement Per year	1	\$2,870.00	\$2,870.00

PROVOX Professional On-Site and Off-Site Services		QTY	Unit Price	Price
201	On-Site: PROVOX Services Package • Incl. Installation & Configuration • Incl. PowerUser Training • Incl. Agenda & Meeting Management Training • Project Meetings (4 hrs. each) • Workshop	6.5 days	\$11,500.00	\$11,500.00
	Off-Site: PROVOX System Adjustments / Integrations • Project Plan Creation • Document Template Creation • Internet Information Portal Adaption (PROVOX will integrate the existing layout into the Internet Information Portal)		\$0.00	\$0.00
			Total	\$11,500.00



Contract No. 10193

	Solution Total	
Terms	PROVOX Software:	\$10,500.00
* System total payable as following:	Maintenance Concept (for a 5-year-period) per year:	\$2,870.00
Monthly payment option: \$606.00 monthly	On-Site and Off-Site Services:	\$11,500.00
Additional Web Hosting IIP: \$75.00 monthly	Estimated Travel:	After effort
Travel billed after effort	System Total first year:	\$24,870.00
	Taxes:	
* First auto-renewal will start after January 1 st , 2020		
* No reductions can be made until January 1 st , 2020		
* 5 free iPads for the customer included		



LICENSING AGREEMENT

This License Agreement applies to the following PROVOX products.

Product Name	Authorized Number of Concurrent Users for this Product
Agenda.NET Agenda and Meeting Management	Unlimited
Agenda.NET Internet Module	Unlimited
Agenda.NET Workflow Management	Unlimited
Migration & Replication	Unlimited

Grant of License. PROVOX, a Texas Company ("PROVOX") grants to the "Customer" identified above a license to load and use the PROVOX software programs listed above (the "Software") on a single server with a single CPU or, if Customer has paid the applicable concurrent use network licensing fees, on a LICENSED COMPUTER NETWORK for up to the AUTHORIZED NUMBER OF CONCURRENT USERS at any given time listed above. A computer network is any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software program. A "LICENSED COMPUTER NETWORK" is a computer network for which Customer has purchased and dedicated at least one PROVOX Municipal license and a PROVOX user license for each of a designated maximum number of concurrent users on the network (the "AUTHORIZED NUMBER OF CONCURRENT USERS").

Copyright. The SOFTWARE is owned by PROVOX and is protected by the United State copyright laws and international treaties. Customer may not distribute, sublicense, disclosure or transfer the SOFTWARE to any third party without the prior written consent of PROVOX. Except as permitted above in connection with concurrent use of the SOFTWARE on a LICENSED COMPUTER NETWORK, Customer may not copy the SOFTWARE in whole or in part, except that Customer may:

1. make one copy of the SOFTWARE solely for backup or archival purposes; and
2. Transfer the SOFTWARE to a single hard disk drive provided Customer keeps the original copy solely for backup or archival purposes.

Customer may not copy the written materials accompanying the SOFTWARE, except for in-house purposes.



Contract No. 10193

Other Restrictions. Customer may not rent, lease or otherwise transfer or assign the SOFTWARE to any individual or organization. Customer acknowledges that the SOFTWARE constitutes and contains trade secrets and confidential information of PROVOX. In order to protect such trade secrets and confidential information, Customer agrees not to reverse engineer, decompile, or disassemble the SOFTWARE or permit anyone else to do so.

Limited Warranty and Remedies. PROVOX warrants for a period of ninety (90) days from the date of installation that, under normal use and without unauthorized modification, the SOFTWARE will perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE; and that, under normal use, the magnetic media upon which the SOFTWARE is recorded will be free of defects in materials and workmanship.

If during the ninety (90) day warranty period a demonstrable error in the SOFTWARE should appear that cause it not to perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE (an "ERROR"), PROVOX shall exert commercially reasonable efforts to provide Customer with a correction as soon as reasonably possible. If PROVOX cannot correct such ERROR after 90 days, then the Customer shall be entitled to a full refund of the applicable license fee. If during the ninety (90) day warranty period a defect in materials or workmanship appears in the magnetic media containing the SOFTWARE, then PROVOX will repair or replace it at no cost to Customer. The foregoing shall constitute Customers sole and exclusive remedy for a breach of the limited warranty set forth in this Section.

PROVOX shall have no obligations or responsibilities of any kind with respect to problems caused in the use or functioning of the SOFTWARE by any hardware or software not supplied by PROVOX, or by any modification of the SOFTWARE by any person or entity other than PROVOX.

As set forth in Section 1 of the General Terms and Conditions of this Agreement, PROVOX disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE and the accompanying written materials, and disclaims any liability of any type for any lost profits, lost data, or any form of special, incidental, indirect, consequential or punitive damages of any kind.

U.S. Government Restricted Rights. The Software and documentation are provided with RESTRICTED RIGHTS.

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (l) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Manufacturer PROVOX, A Texas Company, 8951 Synergy Drive, McKinney, TX 75070.

MAINTENANCE CONCEPT AGREEMENT

1. Initial Term and Renewals

The initial term of this Maintenance Concept Agreement shall be 60 months commencing on January 1st, 2015, and shall be automatically renewable year to year from the commence date by the Customer under the terms and conditions set forth herein, unless Customer provides 30 days written notice of its intent not to renew.

2. Maintenance Concept Fee

Maintenance Concept Fee – The Customer shall pay to PROVOX, A Texas Company an initial maintenance Concept Fee of \$2,870.00 per year. The aforesaid amount shall be due as outlined on page 9. After five (5) years, both partners will review the population of City of Oakley and calculate the new annual maintenance fee. The new annual maintenance fee will be based on the actual population in 2020 and will not be increased over 20% from the annual maintenance fee of \$2,870.00. Each year the contract is renewed, the Maintenance concept fee shall be due in full in advance of the renewal date.

3. Software Services

PROVOX, a Texas Company shall on a timely basis and without additional charges or fee, provide the Customer with all version updates, bug fixes, and other modifications of SOFTWARE licensed by the Customer which are released during the term of this Agreement and with respect to which Customer has paid the applicable Maintenance Concept Fee. In addition, PROVOX, A Texas Company shall extend the limited warranty remedies set forth in the Licensing Agreement with respect to such SOFTWARE throughout the term(s) of the Maintenance Concept Agreement.

Customer agrees to promptly install all updates, bug fixes and other modifications supplied hereunder to maintain the SOFTWARE in the most current revision level. Customer may request assistance from PROVOX, with respect to any such installation, upon which services will be rendered by PROVOX at its then standard commercial time and materials rates for such services. PROVOX shall also provide customer with the software necessary for remote maintenance and diagnostics service.

4. Support Services

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include:

- Free telephone support between 8:00 a.m. and 6:00 p.m. CST, from the support organization at 972-547-0504
- After hours emergency incident reporting between 1:00 a.m. and 8:00 a.m. and 6:00 p.m. and 9:00 p.m. CST, charged on a per incident call basis
- Three (rfp has three)-hours guaranteed response time
- Call logging system
- Escalation procedure
- Web site access, FTP site, and e-mail
- Remote site support, diagnostics, and maintenance service

Technical support will not cover problems relating to applications, development, consultancy, computer hardware, operating systems, and printers. PROVOX reserves the right to limit the number of authorized callers.

5. Customer Obligations

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include>

- Customer must be operating with approved PROVOX and network software configurations.
- Customer must have a CD-ROM drive for the installation and update of PROVOX products.
- Customer must ensure the products supported under this Agreement are used only on the specific computer hardware for which the product have been licensed and approved by PROVOX.
- Customer must maintain and operate the products supported under this Agreement in a proper and prudent manner in accordance with such advice and instructions as PROVOX may issue from time to time, and allow its use only by competent and authorized personnel.
- Customer must maintain a PROVOX trained Agenda Management Administrator.

- Customer must ensure that the systems are regularly backed up and provide proof of a recovery plan.
- Customer must grant PROVOX monitored access to their Agenda Management System and network for maintenance purposes.
- Customer must make available to PROVOX without charges, any information, materials, or facilities to enable PROVOX to discharge its obligations under this contract, provided always that PROVOX shall hold as confidential any such information provided by the Customer.

6. Incorporation of License Agreement

The term, conditions, limitations, disclaimers, and restrictions contained in the PROVOX Licensing Agreement with respect to the SOFTWARE are hereby incorporated into this Maintenance Concept Agreement by this reference.

7. This Agreement Covers the Following Products

- Agenda.NET – Agenda and Meeting Management – unlimited users
- Agenda.NET – Internet Module – unlimited users
- Agenda.NET – Workflow Management – unlimited users
- PROVOX Migration & Replication Tool – unlimited users

8. Liability

Under no circumstances will PROVOX be liable to the Customer or third parties for loss of profit or direct or indirect loss or damage whether special or consequential or otherwise and however arising including, but not limited to, loss of profit or loss or damage arising from the services provided by PROVOX.

9. Uncontrollable Events

Neither party to this Agreement shall be liable for the failure to perform or for the delay in performing, its obligations under this Agreement if such failure or delay is due to Acts of God, war, riot, civil commotion, weather, labor disputes, and failure of sub-contractors or any other cause beyond the reasonable control of the party concerned.

10. Non-Assignment

The Customer is not permitted to assign the benefits and obligations of this Agreement to a third party unless the prior written consent to PROVOX has been obtained.

11. Notices

Any notices to be given by either party under the terms of this Agreement shall be given by mail or facsimile transmission at the address for such party.



12. Revisions and Modifications

This Agreement may be amended to include additional product services as agreed in writing by the Customer and PROVOX. This Agreement cannot, however, be modified by any representation, promise, or course of dealing not contained or referenced in this Agreement.

13. Termination

Either party may terminate this Agreement upon written notice in either of the following events:

- Either party commit a breach of any of the terms and conditions of this Agreement and in circumstances where such breach is capable of rectification has failed to rectify such breach within thirty (30) days of receiving written notice it to do so.
- Either party becomes insolvent or goes into liquidation, other than for the purpose of reconstruction or amalgamation, or has a receiver of its assets appointed.

14. Law

This Agreement shall be construed and operated in accordance with the laws of Contra Costa County, California without regard to choice of law rules or principles.



STAFF REPORT

Date: November 12, 2014
To: Bryan H. Montgomery, City Manager
From: Libby Vreonis, City Clerk/Paralegal
Cc: William R. Galstan, Special Counsel
Subject: Notice of Vacancy-One Seat on the Oakley City Council

Approved and Forwarded to City Council:


Bryan Montgomery, City Manager

FOR CONSIDERATION AT THE OAKLEY CITY COUNCIL MEETING ON 11/18/14

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, a notice of vacancy was posted and is required to be added to the Consent Calendar. No action is required of the City Council.

Fiscal Impact

None.

Background Information

On October 28, 2014, the City Council waived the first reading and 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. Adoption of the ordinance will be considered by the City Council on November 18 and if adopted, the ordinance 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 add the notice of vacancy to the Consent Calendar of the next City Council meeting.

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 has been posted for her seat and the notice of vacancy is attached hereto as an item on the Consent Calendar as provided for in the ordinance introduced on October 28.



Conclusion

No action is required by the City Council. Adding the notice of vacancy to the Consent Calendar is in accordance with the proposed ordinance introduced on October 28.

Attachments

1. Notice of Vacancy

NOTICE OF VACANCY

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

The City of Oakley is seeking applications from Oakley 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 6:30p.m. 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.

Applications are available on the City's website at: www.oakleyinfo.com , at City Hall, or may be requested via email at vreonis@ci.oakley.ca.us. Completed applications must be submitted prior to **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.

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.



STAFF REPORT

Date: November 18, 2014
To: Bryan H. Montgomery, City Manager
From: Paul Abelson, Finance Director
SUBJECT: City of Oakley Quarterly Investment Report (1st Quarter FY 2014-2015)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

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

Fiscal Impact

City resources are organized and accounted for on a fund basis with some of those funds being restricted for specified uses and others that are unrestricted. For investment purposes, however, the funds are invested as a pool. The Investment Report for the Period Ending September 30, 2014 attached shows a combined pool balance of \$29,151,976.10. In addition, the pool had combined 1st Quarter accrued interest earnings of \$13,464.43. Interest for the period continues to reflect the lower rates currently being offered on safe, short-term investments.

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

Recommendation

Staff recommends the City Council accept the investment report for the 1st Quarter of Fiscal Year 2014-2015.

Attachments

City of Oakley Investment Report for the quarter ended September 30, 2014.



Quarterly Investment Report

For the Quarter Ended September 30, 2014

Type*	Name of Institution	Rate	Maturity****	Cost Amount	Market Value**
Investments in Wells Fargo Bank Account					
12	Overnight Sweep Investment	0.016%	10/1/2014	\$ 1,437,173.73	\$ 1,437,173.73
Investments with Wells Fargo Investment Advisors:					
9	Institutional Money Market	0.069%	N/A	1,772,311.43	1,772,311.43
Investments with State of California:					
3	Local Agency Investment Fund (LAIF)-City	0.240%	N/A	14,387,698.90	14,390,307.16
Investments with CalTRUST					
11	Short-Term Investment Account-City	0.401%	N/A	8,974,654.46	9,011,961.62
Total Investments Other than Bond Proceeds				26,571,838.52	26,611,753.94
Investments with Wells Fargo Trust (bond proceeds): ***					
2012 Refunding Revenue Bonds					
9	<i>Government Money Market</i> Wells Fargo Advantage Gov MM Svc	0.010%	N/A	509,557.91	509,557.91
4	<i>Certificates of Deposit (3)</i> Discover Bank	1.750%	5/16/12 - 5/16/17	250,000.00	253,857.50
	GE Capital Retail Bank	1.750%	5/18/12 - 5/18/17	250,000.00	253,357.50
	Goldman Sachs Bank USA	1.800%	5/16/12 - 5/16/17	250,000.00	254,017.50
2006 Revenue Bonds					
9	<i>Government Money Market</i> Wells Fargo Advantage Gov MM Svc	0.010%	N/A	745,800.71	745,800.71
2006 Certificates of Participation					
9	<i>Government Money Market</i> Wells Fargo Advantage Gov MM Svc	0.010%	N/A	574,778.96	574,778.96
Total Investments of Bond Proceeds				2,580,137.58	2,591,370.08
Total All City Investments				\$ 29,151,976.10	\$ 29,203,124.02

Accrued Interest of Investments other than Bond Proceeds:

Wells Fargo Investment Advisors	102.00
Local Agency Investment Fund	10,362.56
Caltrust Short-Term Investment Account	2,999.87
Accrued Interest as of 09/30/14	\$ 13,464.43

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

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

** Market Valuation for LAIF was obtained at <http://www.treasurer.ca.gov/pmia-laiif/mktvalue/2014/201409.pdf>

Market value for all other investments was obtained from FT Interactive Data. As the City holds its investments to maturity, market value fluctuations are not significant.

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

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

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

Approved by Paul Abelson
Finance Director

11/5/14
Date



STAFF REPORT

Date: November 18, 2014
To: Bryan H. Montgomery, City Manager
From: Paul Abelson, Finance Director
SUBJECT: City of Oakley as Successor Agency to the Oakley Redevelopment Agency-Quarterly Investment Report (1st Quarter FY 2014-2015)

Approved and Forwarded to the Oakley City Council, as the Board of the Successor Agency to the Oakley Redevelopment Agency


Bryan Montgomery, City Manager

Background and Analysis

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

Fiscal Impact

The Investment Report for the Period Ending June 30, 2014 attached shows balances of \$167,411.91 in cash for operations and \$2,674,780.99 in bond reserves held by the Bond Trustee.

The Agency is in compliance with the City's annually adopted investment policy; however, it continues to struggle to meet expenditure requirements. While there was sufficient tax revenues distributed to the Agency in June, when combined with amounts set aside in January and accumulated between January and June, to make the Agency's bond debt service payments in September, funding is still insufficient to pay prior unpaid property tax pass-through obligations to other taxing agencies, current period pass-throughs, operating costs and remaining project costs. With increased property tax revenues this year, the Agency's funding is improved, but not yet sufficient to meet all of its needs.

Recommendation

Staff recommends the City Council, as the Board of the Successor Agency, accept the investment report for the 1st Quarter of Fiscal Year 2014-2015.

Attachments

City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended September 30, 2014



City of Oakley as Successor Agency to the
Oakley Redevelopment Agency

Quarterly Investment Report

For the Quarter Ended September 30, 2014

Type*	Name of Institution	Rate	Maturity***	Cost Amount	Market Value
Investments in Wells Fargo Bank Account					
	Successor Agency Checking	0.020%	N/A	\$ 167,411.91	\$ 167,411.91
Total Investments Other than Bond Proceeds				167,411.91	167,411.91
Investments with Wells Fargo Trust (bond proceeds): **					
2003 Taxable Allocation Bonds					
9	Government Money Market				
	Wells Fargo Advantage Gov MM Svc	0.010%	N/A	674,841.96	674,841.96
2008 Tax Exempt Tax Allocation Bonds					
9	Government Money Market				
	California Asset Management Trust	0.060%	N/A	1,999,939.03	1,999,939.03
Total Investments of Bond Proceeds				2,674,780.99	2,674,780.99
Total Agency Investments				\$ 2,842,192.90	\$ 2,842,192.90

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

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

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

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

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

Approved by Paul Abelson
Finance Director

11/5/14
Date



Agenda Date: 11/18/2014

Agenda Item: 4.1

STAFF REPORT

Date: November 18, 2014
To: Bryan H. Montgomery, City Manager
From: Kenneth W. Strelo, Senior Planner
Subject: Carpenter Road Preliminary GPA (PA 01-14)

Approved and forwarded to City Council


Bryan H. Montgomery, City Manager

Summary

This is a work session on a request by Owen Poole (on behalf of Grant Alvernaz) ("Applicant") to discuss the merits of a potential project regarding amending the General Plan land use designation from "Agricultural Limited" (1.0 dwelling units per acre maximum density) to "Single Family Residential, High Density" (5.5 dwelling units per acre maximum density) for the purposes of 1) rezoning the property from AL (Limited Agriculture) District to R-7 (Single Family Residential), and 2) subdividing the 5.0 acre lot into 20 single family lots resulting in a gross density of 4.0 dwelling units per acre. The project is located on a 5.0 acre site at the northwest corner of Brown Road and Carpenter Road; APN 034-002-019.

This is an advisory work session. There is no process to approve the project as a result of this work session. Upon conclusion of the work session, the City Council may act in an advisory role to the applicant on whether there is interest in considering an application for the requested project. If the Council shows favorable interest in the preliminary application, it may advise the applicant submit, and direct Staff to process, a General Plan Amendment application. Directing staff to process a General Plan Amendment application would not guarantee Staff support or City Council approval of the project.

Background and Project Description

Preliminary General Plan Amendment Process

The process of amending the City of Oakley 2020 General Plan ("General Plan") is subject to California Government Code ("GC") Sections 65350 – 65362, which apply to the preparation, adoption and amending of general plans and general plan elements. GC Section 65351 is written as follows:

"During the preparation or amendment of the general plan, the [City] shall provide opportunities for the involvement of citizens, California Native

American Indian tribes, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the planning agency deems appropriate."

The application process for a general plan land use amendment can come with significant costs when factoring in Staff time involved in preparing documents, conducting analysis, holding non-public and public meetings, hiring consultants for technical and environmental studies and documents, and communicating and meeting with several outside agencies. Since a general plan land use amendment is a legislative and discretionary action that sets the tone for all other land use decisions on a property, Staff encourages potential applicants to first file a Preliminary General Plan Amendment, or "PGPA". The purpose of the PGPA is to allow the applicant to provide a brief description of the proposed amendment, and provide a concept of the project in mind in the event an eventual GPA is approved. A concept of the project is strongly encouraged by Staff. This also helps to prevent requests for land use amendments for the sole purpose of increasing allowable density and therefore property value. A Preliminary Site Plan, including lot sizes, court layout, and other project related notes, is included in this staff report's attachments.

Land Use Designation (Existing and Proposed)

The existing land use designation on the subject site is "Agricultural Limited" ("AL"). The purpose of the AL designation is to accommodate light agriculture including vineyards, orchards and row crops, animal husbandry and very low-density residential uses [as] reflections of the historic and continuing agrarian practices within Oakley. The General Plan allows a maximum residential density of 1.0 dwelling units per gross acre within the AL designation. If the subject site were to be subdivided into single family residential lots under the AL designation, a maximum of 5 homes could be permitted, subject to applicable zoning development regulations. However, the AL District (zoning) would require a minimum lot size of 1.0 acres, and after dedication of right of way the net area to develop would be less than 5 acres, leaving only 4 lots that would meet that 1.0 acre minimum lot size, without approval of a variance for lot size(s).

The proposed preliminary land use designation amendment is to change the AL designation on the property to "Single Family Residential, High Density" ("SH"). As stated in the Oakley 2020 General Plan:

"The purpose of the Single Family Residential, High Density (SH) Land Use Designation is to accommodate moderately dense, single-family residential development that is consistent with suburban uses. This designation will allow for a higher density suburban neighborhood with smaller lots that are commonly seen in traditional urban and suburban neighborhoods within Oakley.

The General Plan caps the maximum density at 5.5 dwelling units per gross acre within the SH designation. If the land use designation on the subject site was amended to SH, a maximum density of 5.5 dwelling units per gross acre would result in a maximum of 28 homes, subject to applicable zoning regulations.

Table 1. Summary of Land Use Designations, Allowable Densities and Zoning Development Regulations on the Proposed 5 Acre Lot

Development Regulations					
Land Use Designations		Max. Density (dwelling units/acre)	Potential Zoning Districts	Minimum Lot Size of Zone	Potential Number of Main Units*
	Agricultural Limited (AL)	1.0	AL (Limited Agriculture)	1 acre of 43,560 sf.	5
			R-40	40,000 sf.	5
	Single Family Medium (SH)	5.5	R-10	10,000 sf.	22
			R-7 (proposed)	7,000 sf.	28
R-6			6,000 sf.	28	

* Potential Number of Units is according to gross acreage. Actual units may be less due to dedication of property for road frontage or internal streets. R-7 and R-6 Districts are limited by the General Plan maximum density of 5.5 units per gross acre.

As with the AL designation, single family properties within the SH designation and consistent zoning districts may have permitted second dwelling units, pursuant to OMC Section 9.1.1102. Second (full size) single family dwelling units, while allowed with approval of a conditional use permit in the AL District, would not be permitted in any of the "R" Districts consistent with the SH designation.

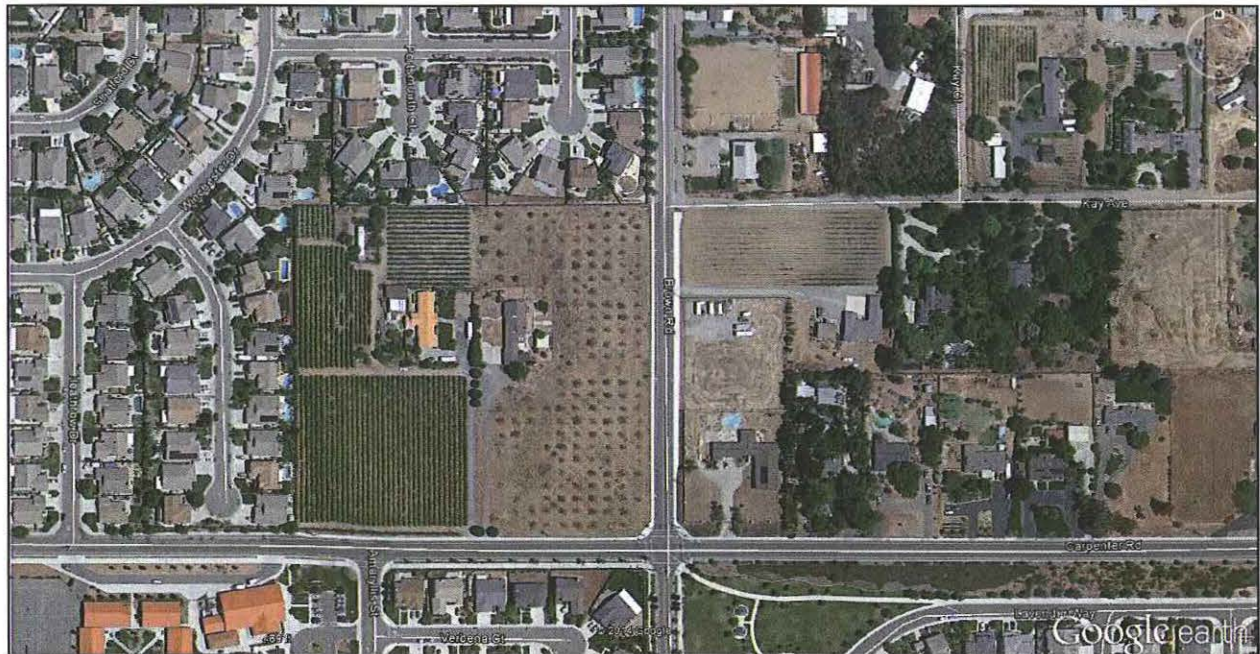
Existing Conditions and Surrounding Land Uses

The project site is located on the northwest corner of Brown Road and Carpenter Road. An orchard (See Figure 1. Street View of Project Site) and a single family residence currently occupy the site. The 5 acre property next door to the west has an active vineyard and a single family residence (See Figure 2. Aerial of Project Site and Adjacent Properties). The northern portion of the site shares a property line with the rear yards of 5 separate single family residential homes that are part of the subdivision to the north. Both street frontages, Brown Road and Carpenter Road are improved with curb, gutter and sidewalk, and the intersection of Brown Road and Carpenter Road includes a 4-way signalized traffic light. Only right of way landscaping behind the sidewalk remains undeveloped. This is normally completed with development of an adjacent property, and then maintained by that property owner.

Figure 1. Street View of Project Site



Figure 2. Aerial of Project Site and Adjacent Properties

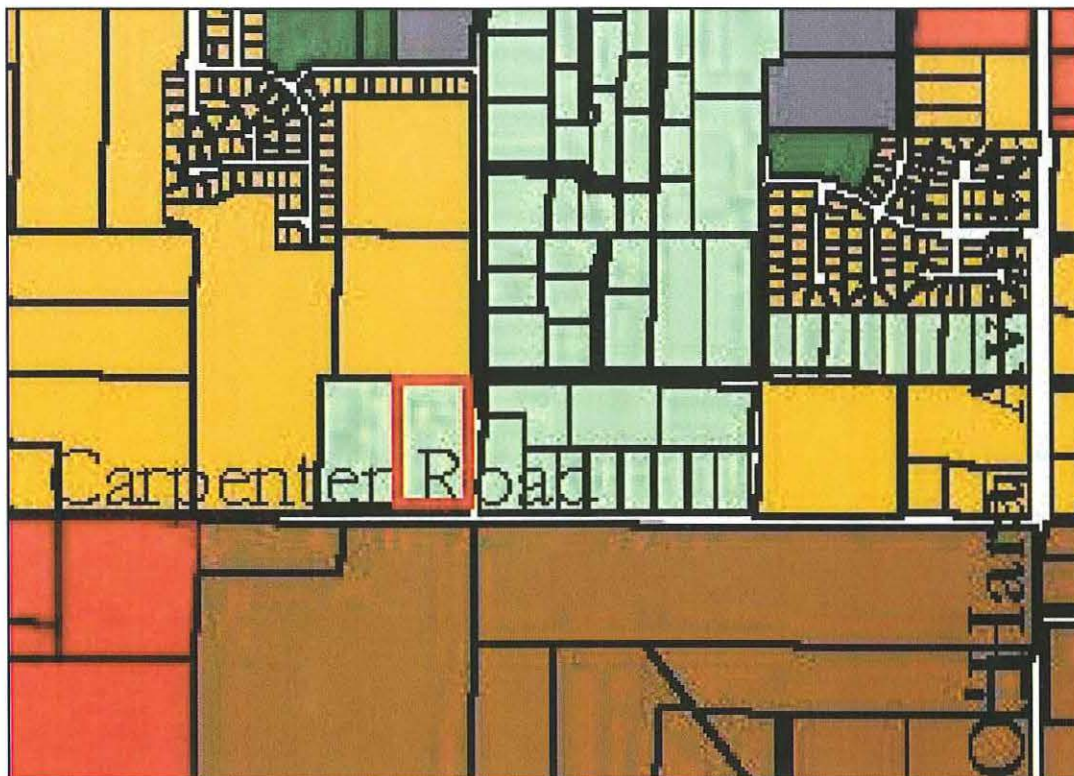


Oakley's Agricultural Core Area

The area in which the project site is located is known as the agricultural core area south of Laurel Road. This agricultural area has several 1-acre and larger parcels and when combined creates a rectangle, plus the subject parcel and parcel to the west of approximately 86 total acres. The property directly west of the subject site is also designated as AL in the General Plan and zoned AL District. As can be seen in Figure 3 (Land Use Diagram), the subject site is separated by a majority of that area by Brown Road, and is not within the contiguous rectangle of AL properties bounded by Brown Road, Laurel Road and Carpenter Road.

Properties north of the subject site, as well as those properties surrounding the adjacent parcel to the west and north are developed consistent with the "Single Family Medium (SM)" density residential land use designation (maximum 3.8 dwelling units per gross acre). Properties south of the site and across Carpenter Road are designated as "Single Family Low (SL)" density residential (maximum 2.3 dwelling units per gross acre). but they include a portion of the elementary school and residential homes within the Magnolia Park Subdivision, which includes a combined density planned development resulting in higher density lot sizes than typical in low density designations. All of the properties with the rectangular area east of Brown Road and north of Carpenter Road up to Laurel Road are designated AL. There is also an elementary school, event center, and undeveloped Commercial designated and zoned properties further west, on the south side of Carpenter Road.

Figure 3. Land Use Diagram



Analysis

The purpose of this work session is to allow Staff to provide objective information, related to the existing conditions and potential conditions as proposed by the Applicant, to the public and City Council, and provide the applicant an opportunity to present their preliminary plan to the Council and receive feedback. The public and City Council has been provided information related to the existing and proposed land use designations and their relative potential zoning designations and potential densities. The attached documents and maps should be used as reference for surrounding land use designations and uses, and as an overview for how the agricultural area is laid out.

Amending a land use designation from a low density like AL to a higher density like SH is that once the property is developed, it is almost certain it will not revert back to the lower density in the foreseeable future. This may be important to the Council because this group of AL parcels represents the only significant grouping of AL designated parcels within the City of Oakley. Other AL designated parcels exist on East Cypress Road and some are scattered east and west of the Live Oak Avenue Corridor, but none of as closely tied together as in this area. The Council may also want to consider the existing development to the direct north and beyond to the west, as well as to the south if allowing a higher density on the subject property is favorable. Finally, in the event this property was to be re-designated to allow a higher density residential development, the existing vineyard to the west would become a single island of AL designated property.

Recommendation

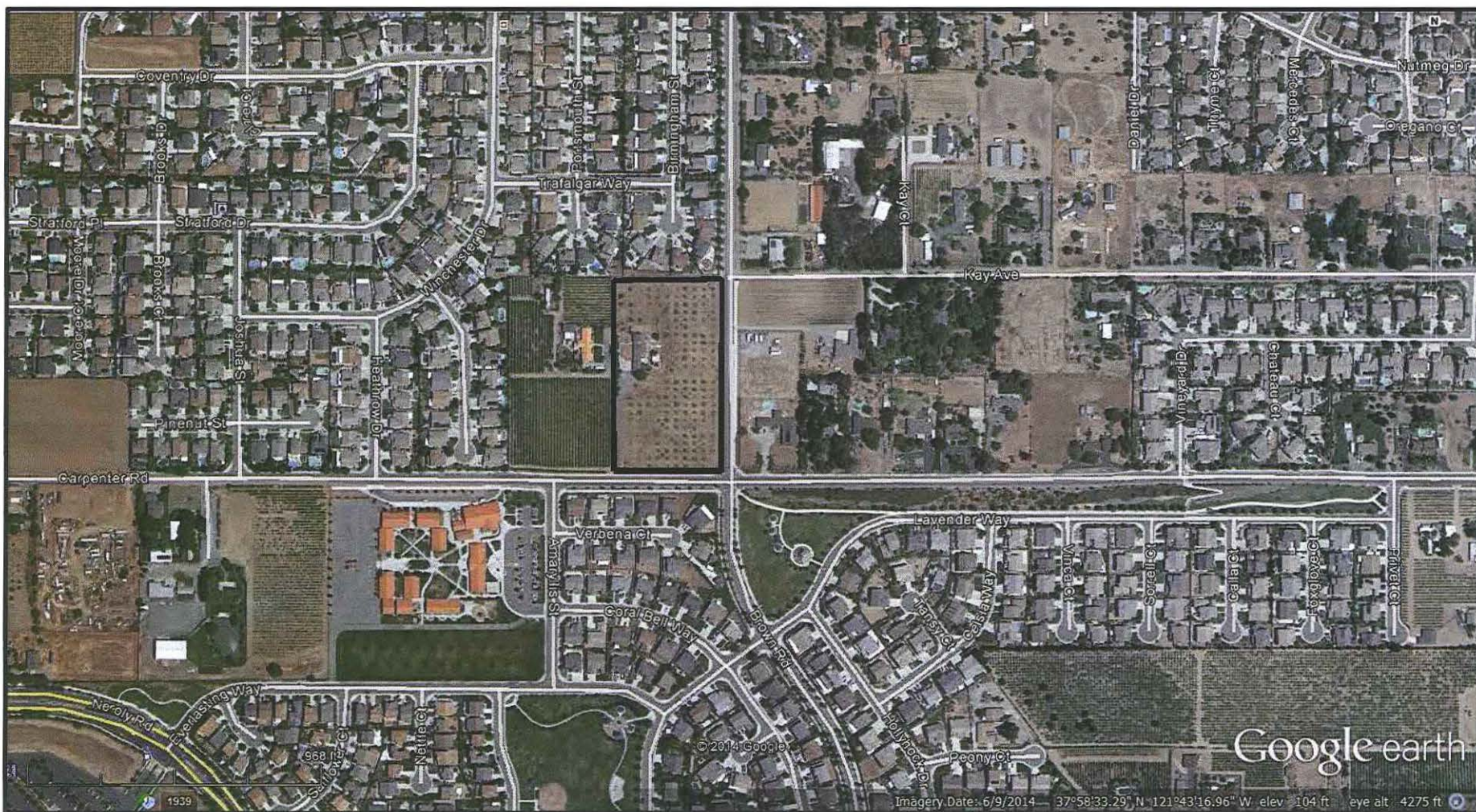
Staff recommends the City Council provide the applicant and staff with feedback regarding the Preliminary General Plan Amendment so that the applicant may decide whether to file an official application.

Attachments

1. Vicinity Map
2. Oakley 2020 General Plan Land Use Map
3. Preliminary existing and proposed general plan land use designations for the project site
4. Applicant's Conceptual Vesting Tentative Map

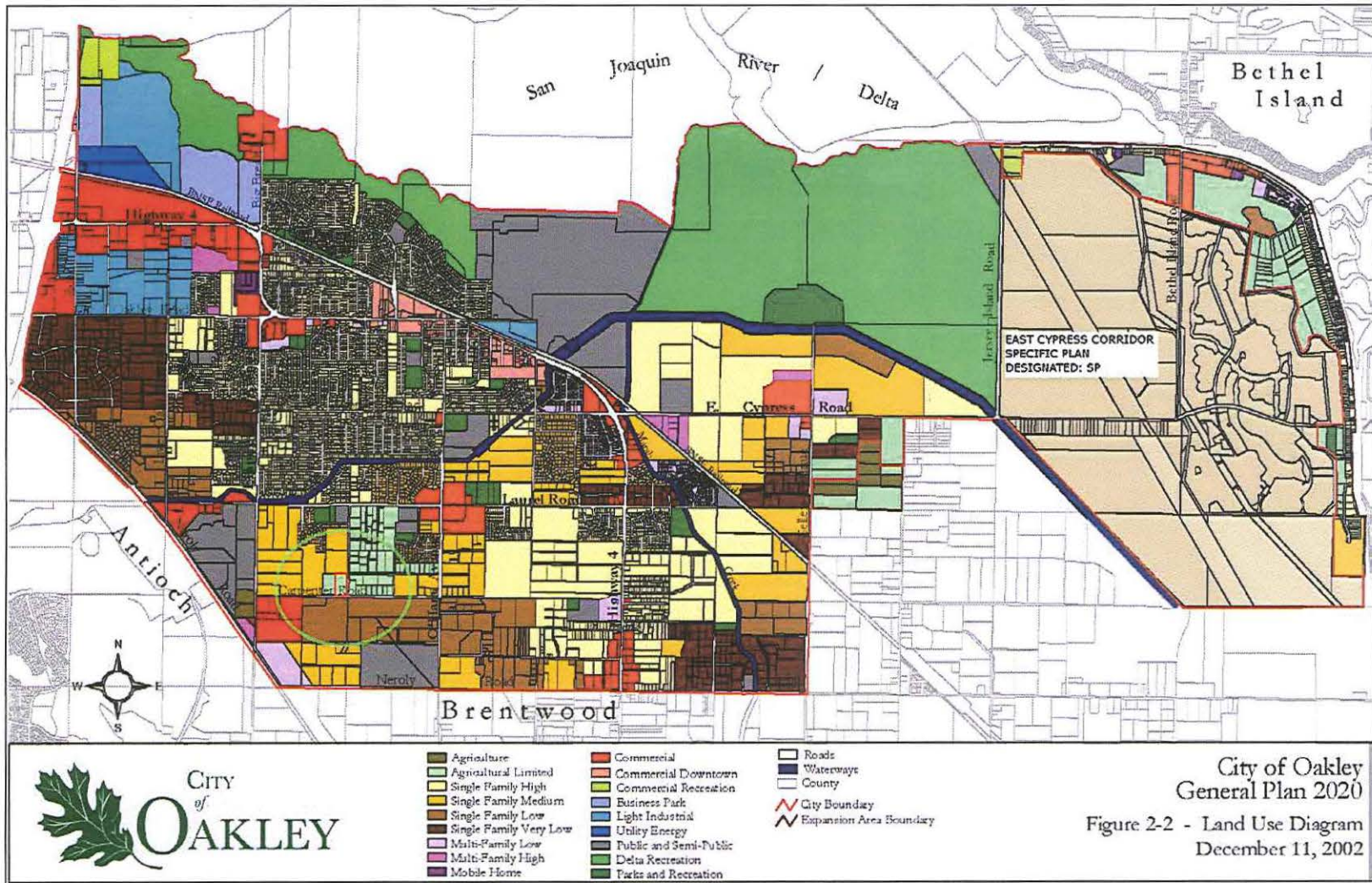
Vicinity Map

Carpenter Road Preliminary General Plan Amendment (PA 01-14)



General Plan Map

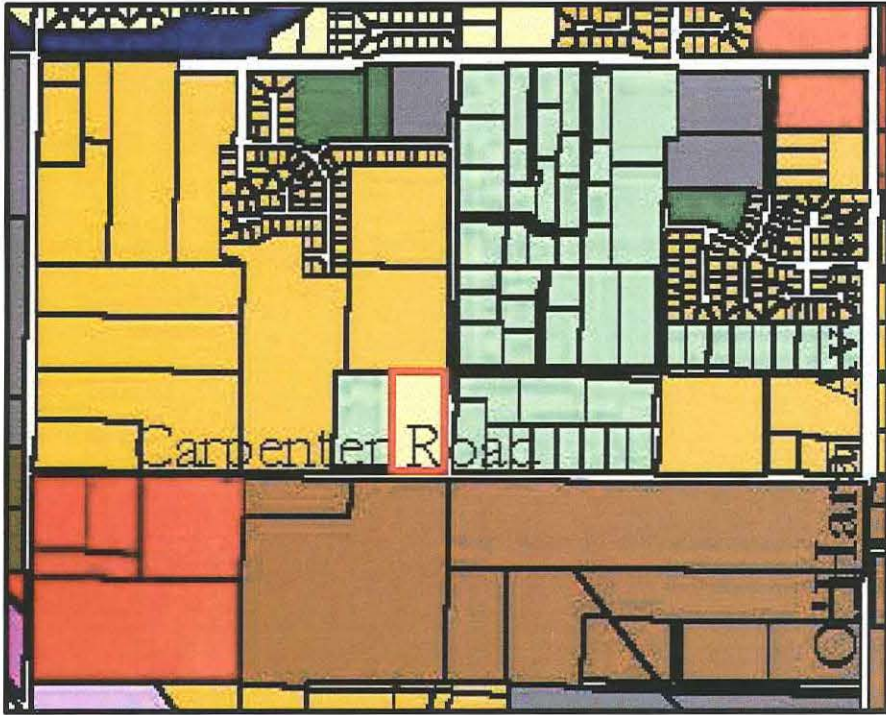
Carpenter Road Preliminary General Plan Amendment (PA 01-14)



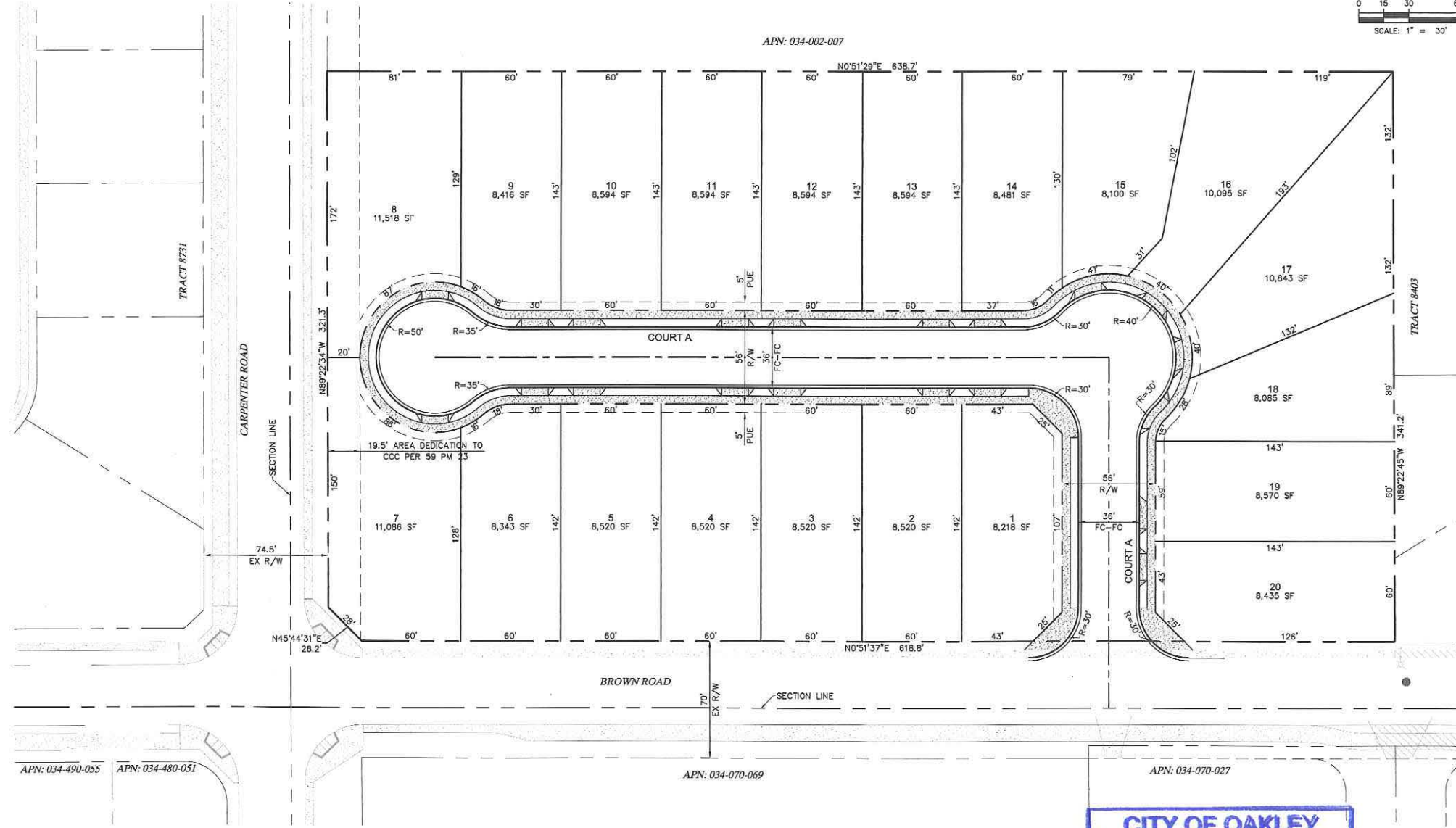
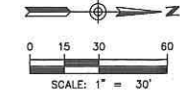
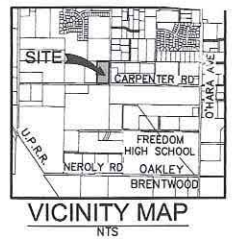
Existing and Proposed General Plan Land Use Designations Carpenter Road Preliminary General Plan Amendment (PA 01-14)

Existing General Plan Land Use Designation – Agricultural Limited (AL)

Proposed General Plan Land Use Designation – Single Family High (SH)

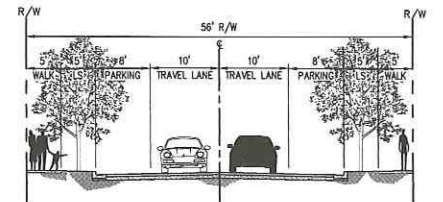


PRELIMINARY APPLICATION SUBMITTAL FOR:
1520 CARPENTER ROAD
 CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



GENERAL NOTES:

1. OWNER: RAJWANT KAUR
1520 CARPENTER ROAD
OAKLEY, CA
2. DEVELOPER: ALVERNAZ PARTNERS, LLC.
1820 BONANZA ST., STE 205
WALNUT CREEK, CA 94596
(925) 270-6213
CONTACT: GRANT ALVERNAZ
3. CIVIL ENGINEER: ALVERNAZ CONSULTING
7812 STONELEAF ROAD
SAN RAMON, CA 94582
(209) 985-2658
CONTACT: COLT ALVERNAZ, PE
RCE: #75740
4. APN: 034-002-019
5. PROPERTY DESCRIPTION: PARCEL C, AS SHOWN ON THE MAP OF SUBDIVISION MS 163-77, WHICH MAP WAS FILED ON NOVEMBER 4, 1977 IN BOOK 59 OF PARCEL MAPS, AT PAGE 23, CONTRA COSTA COUNTY RECORDS
6. EXISTING USE: RESIDENCE/AGRICULTURE
7. PROPOSED USE: SINGLE FAMILY RESIDENTIAL
8. EXISTING GENERAL PLAN DESIGNATION: AGRICULTURAL LIMITED
9. PROPOSED GENERAL PLAN DESIGNATION: SINGLE FAMILY RESIDENTIAL MEDIUM
10. EXISTING ZONING: (AL) LIMITED AGRICULTURE
11. PROPOSED ZONING: (P-1) PLANNED DEVELOPMENT
12. GROSS AREA: 5.0 ACRES
13. NET AREA: (EXCLUDING STREET R/W) 4.1 ACRES
14. TOTAL NUMBER OF LOTS: 20
15. GROSS DENSITY: 4 UNITS/ACRE
16. NET DENSITY: 4.9 UNITS/ACRE
17. UTILITIES
 - a. WATER: DIABLO WATER DISTRICT
 - b. SANITARY SEWER: IRON HORSE SANITARY DISTRICT
 - c. STORM DRAIN: CITY OF OAKLEY/C.C.C FCD & WCD
 - d. GAS AND ELECTRIC: PACIFIC GAS & ELECTRIC
 - e. TELEPHONE: AT&T
 - f. CABLE TV: COMCAST
18. EXISTING CONDITIONS SHOWN ON THIS PLAN ARE COMPILED FROM RECORD INFORMATION ONLY.
19. THE PROPERTY IS WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 0601300355F, DATED JUNE 16, 2009
20. ALL TREES, FENCES, & BUILDINGS WITHIN THE DEVELOPED AREA TO BE REMOVED EXCEPT WHERE NOTED.



CITY OF OAKLEY
 Planning Department
 SEP 17 2014
 RECEIVED


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PRELIMINARY SITE PLAN
1520 CARPENTER ROAD
 CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA
 FOR: ALVERNAZ PARTNERS, LLC.





STAFF REPORT

Date: November 18, 2014
To: City Council
From: Bryan Montgomery, City Manager 

SUBJECT: **Resolution Regarding new Employee Position Classifications and Corresponding Salary Ranges**

Summary Background

A month or so after the 2014-15 Budget was adopted, the City received the good news that property tax revenues would be greater than had been anticipated. At the October 14, 2014 City Council Meeting, the Council appropriated these additional funds to a number of recurring and one-time expenditures that would help reduce recurring costs. Included in the approved items were some job classification adjustments.

This agenda item is to specify those job classification adjustments that could/should have been included with the current year budget, but were not because funds were thought to not be available. A more thorough review of the all job classifications is planned for next spring, but these are the most obvious and pressing. These classification adjustments would apply to existing employees and would not be new hires.

As a reminder, the City of Oakley does not have a "step system" within the approved salary ranges, as the other comparable cities do. (There are **no** automatic raises each year by step increment). Further, many cities seek to be in the 75th percentile (or higher) of the comparable cities salary ranges; however, Oakley's Compensation Policy sets forth that the ranges at the *average* of the comparable cities. Employees' salaries are to be within the job classification ranges.

The proposed adjustments are as follows:

- **Code Enforcement Coordinator to Code Enforcement Manager** – this classification more accurately describes the managerial and supervisory role of this position.
- **Public Works Office Coordinator to Public Works Administrative Specialist** – there has been a significant amount of administrative transition as the former Delta Municipal Consulting contract employees became City employees and the arrival of a new Public Works Director/City Engineer. The

transition has placed a number of expanded duties on this employee that are more appropriately classified under Public Works Administrative Specialist job title.

- **Parks Laborer and Laborer to Public Works Laborer I and II** – these classifications acknowledge that, while most often the maintenance personnel in Public Works are assigned to either Parks or to Streets, the personnel also works in both of those divisions and often has similar tasks. Using “Public Works” for these entry-level laborer classifications provides greater Departmental flexibility and operational functionality. The differentiation between a Laborer I and Laborer II is new and provides an opportunity for those with more experience and capacity to be at a slightly higher classification.
- **Recreation Manager to Recreation Manager/Website Coordinator** – this “slash” title is similar to what has been done with other classifications and acknowledges this valuable role played by the Recreation Manager in coordinating the City’s website.
- **Senior Planner to Principal Planner** – the two Senior Planners have been taking on a broad range of tasks that are more attributable to the Principal Planner level in the professional Planner series.
- **Accounting Technician to Senior Accounting Technician** – this position covers a much more broad range of duties than the other comparable cities’ Accounting Technician position. Some cities utilize the Senior Accounting Technician job title for expanded duties, especially for staff performing these duties with considerable previous experience.

Each of these new classifications includes a salary range that is the average of these comparable positions in the six survey cities, pursuant to our Compensation Policy (Antioch, Brentwood, Benicia, Hercules, Pittsburg and Pleasant Hill).

Fiscal Impact

Any costs related to these classification adjustments will be within budgeted funds.

Recommendation

Adopt the resolution approving the new Employee Position Classifications and corresponding Salary Ranges.

Attachment

1. Resolution with Salary Ranges
2. Compensation Policy
3. Job Descriptions

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING NEW EMPLOYEE POSITION CLASSIFICATIONS
AND CORRESPONDING SALARY RANGES**

WHEREAS, the City Council adopted a Compensation Policy on June 25, 2001 and that was subsequently amended, establishing the City of Oakley's policy regarding employee compensation in conformance to City Ordinance 17-00; and

WHEREAS, the City Council desires to update the Classification Plan to include the positions of Code Enforcement Manager, Public Works Administrative Specialist, Public Works Laborer I, Public Works Laborer II, Recreation Manager/Website Coordinator, Principal Planner and Senior Accounting Technician; and

WHEREAS, pursuant to the provisions of the Compensation Policy, the City has conducted a comparative salary/wage using the six comparative cities; and

WHEREAS, the City Council desires to add job classifications and accompanying salary/wage ranges to meet the needs of the organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby approves the new position classifications and salary/wage ranges as set forth on Attachment A, which is attached hereto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Oakley held on the 18th day of November 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:
- ABSTENTIONS:
- ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date: _____

ATTACHMENT A

New Job Classifications and Monthly Salary/Wage Ranges

Job Classification	Minimum Salary	Maximum Salary
<i>Code Enforcement Manager</i>	\$5,892	\$7,162
<i>Public Works Administrative Specialist</i>	\$5,074	\$6,290
<i>Public Works Laborer I</i>	\$2,898	\$3,606
<i>Public Works Laborer II</i>	\$3,333	\$4,146
<i>Recreation Manager/Website Coordinator</i>	6,772	\$8,324
<i>Principal Planner</i>	8,078	\$9,819
<i>Senior Accounting Technician</i>	\$4,758	\$5,888



COMPENSATION POLICY

A compensation policy states the City Council's policy regarding compensation of City employees and provides consistent guidelines in the setting of salary ranges and the movement of employees through the salary ranges.

COMPENSATION POLICY

Compensation for City employees is based upon a philosophy of recruiting a small, highly qualified staff, providing competitive compensation, and expecting a high level of work performance.

It is the intent of the City Council to establish a compensation policy, which will support and recognize innovation and exceptional performance. It is the City Council's policy that compensation is based on performance, therefore, individual compensation adjustments are not "automatic", step-oriented, or solely based on cost-of-living adjustments.

It is the City's goal to establish and maintain a compensation program reflective of its mission, vision, and values. The total compensation program offered includes wage/salary, incentive pay opportunities as applicable, and a wide range of benefits.

The City of Oakley Salary structure and ranges will be reviewed as necessary and will be based on the following criteria: (1) an evaluation of the City's ability to pay; (2) competitive market place survey data; (3) the relative value of each position; (4) individual performance; and (5) qualifications and experience.

The compensation program is designed to enable the City of Oakley to successfully attract, develop, retain, and reward employees for their knowledge and contributions.

The City also wishes to foster a team concept within the organization, recognizing the importance of a satisfied, productive, and cohesive workforce. In implementing this program, the following guidelines will be considered based upon the financial resources of the City.

1. Considerations in Establishing Compensation Package

A. Competitive Position – Establishment of Ranges

Employment classifications will be grouped into salary ranges. The salary ranges will include management and non-management employees. New or any modifications to salary ranges will be recommended by the City Manager and adopted by the City Council.

For each individual classification, the City will establish a salary range with a minimum and maximum salary. It is the City's objective to establish ranges that closely match the salary ranges of surveyed classifications at the mean (average) of the survey agencies. After reaching the maximum point, an employee has the opportunity to earn a lump sum merit award based on exceptional performance, but may not be considered for base salary increases unless his or her salary range is adjusted. Salary ranges for part-time employees will be set by the City Manager.

The City will analyze each individual classification as it best matches the classifications of the survey agencies. The salary ranges for classifications that are not closely matched will be set based on internal relationships or a relationship to a similarly surveyed classification.

B. Labor Market – Comparative Cities

The City has established the following comparative cities for salary setting purposes:

- Antioch
- Brentwood
- Hercules
- Pittsburg
- Benecia
- Pleasant Hill

C. Measurement of Competitive Position

In considering the City's competitive position, total cash compensation will be considered which includes base salary and any cash related add-ons to base salary. Benefits will be considered, but will not be a part of the direct compensation comparison.

D. Frequency of Salary Survey

At least every two years, the City's individual job classifications will be surveyed to assess the City's position relative to the comparative cities as described above. Benchmark classifications will be included in the survey along with other positions that may be common among the survey agencies. Salary ranges will be adjusted at the discretion of the City Council, if necessary to maintain the City's competitive position in the market, taking into consideration the City's financial situation.

2. Individual Employee Compensation

A. Employee Salary Adjustments

Individual compensation adjustments within the salary ranges will not be "automatic," step-oriented or based solely on cost-of-living adjustments, but will be based on 1) fiscal prudence, 2) objectives achieved, and 3) exceptional individual performance.

The City Manager sets the actual salaries for each employee to be hired within each City-Council approved salary range between the minimum point and the maximum point. On rare occasion, the City Manager may set a salary above the salary range maximum point. The City Manager has the ability to administratively move an individual within the salary range. (The City Council sets the actual salary of the City Manager). Periodically, the City Council will adopt revised salary ranges that take into consideration the competitive market place and the cost of living. When the City Council approves a new or adjusted salary range, the City Manager shall consider said adjustment as each affected employee is evaluated for a merit increase.

NOTE: The approved adjustment to a salary range does NOT automatically move the employee within the range, but grants the authority to the City Manager to consider such an increase based on merit, cost of living, and

competitiveness along with any other merit increase range approved by the City Council.

At the time employees are evaluated, the level of performance for each employee will be determined. The range for the percentage of any merit increase (x % - x %) will be determined by the City Council before July 1st of each year depending upon the City's competitive position in the market and taking into consideration the City's financial situation. Performance evaluations for all employees will then be conducted and any merit increase considered by the City Manager to be effective the first full pay period of August. (The City Manager will consider, when determining any merit increase, if an employee began employment near the first full pay period of August).

B. Recognition of On-going Innovation and Exceptional Performance (Annual Merit Award)

Employees who exhibit innovation and exceptional performance during the previous year may be eligible to receive a lump sum merit award as deemed appropriate by the City Manager. The award will not exceed 10%. Any award above this amount requires approval of the City Council.

3. Non-Salary Benefits

At least every two years, the City will review the benefits and related costs provided by the City's survey agencies, to assure the City remains competitive on the basis of total compensation and benefits. Any change in benefits will be approved by the City Council with consideration of the City's competitive position in the market and taking into consideration the City's financial situation.

Approved June 24, 2008



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$5,892 - \$7,162
Benefits: Full

CODE ENFORCEMENT MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

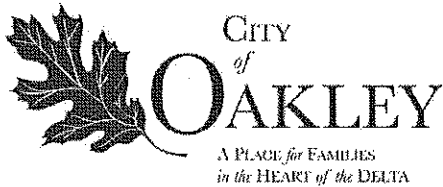
SUMMARY DESCRIPTION

Under the supervision of the City Manager, coordinates and manages the activities and operations of the City's Code Enforcement Division. This work includes project management, supervision and a variety of other professional, administrative and analytical support. This is an "at-will" position.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assume management responsibility for the City's code enforcement activities.
2. Coordinate and participate in the development and implementation of goals, objectives, policies and priorities for Code Enforcement programs; recommend and administer policies and procedures to improve efforts.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within City policy, appropriate service and staffing levels.
4. Directs the registration and inspection processes of the City's Rental Dwelling Unit Inspection Program
5. Plan, direct, coordinate and review the work plan for code enforcement staff; assign work activities, projects and programs; review and evaluate



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$5,892 - \$7,162
Benefits: Full

work products methods and procedures; meet with staff to identify and resolve problems.

6. Select, train, motivate and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. Oversee and participate in the development and administration of the funds budgeted for Code Enforcement; participate in the forecast of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement adjustments.
8. Meets with the public, City staff, and community and business groups to coordinate code enforcement activities.
9. Serve as the liaison for the Code Enforcement Division with other divisions, departments and outside agencies; negotiate and resolve sensitive and controversial issues.
10. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of code enforcement; incorporate new developments as appropriate.
11. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
12. Review and submit violation complaints and/or inspection warrants with the court system; maintain appropriate records and testify as necessary.
13. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$5,892 - \$7,162
Benefits: Full

Knowledge of: Basic administrative functions, principles, and practices and their application to a wide variety of services and programs; modern office procedures, methods, and computer equipment; principles and practices of a public administration, including federal, state, and local laws pertaining to assigned areas of responsibility; functions of a municipal government, operational and organizational analysis; research techniques, and report writing; various computer applications (Word, Excel, PowerPoint, and web applications); and, basic principles and techniques related to code enforcement.

Ability to: Understand the organization, operation, and services of the City, County, State and of outside agencies as necessary to assume assigned responsibilities. Understand, interpret, and apply general administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations. Operate and use modern office equipment including a computer and various software packages. Analyze situations and adopt a course of action. Remain calm under emergency situations. Research and maintain records, logs, and files. Deal tactfully and courteously with the public and City personnel. Respond to requests and inquiries from the general public. Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person. Exercise good judgment in maintaining critical and sensitive information, records, and reports. Organize and prioritize work assignments. Understand and follow oral and written instructions. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work. Handle conflict and sensitive situations confidentially to ensure positive, long-term relationships. Effectively set priorities, complete assignments in a timely manner, be thorough; and pay attention to details; Serve in a confident, professional, and dynamic manner and with a high ethical standard. Speak both English and Spanish is preferred.

EDUCATION AND EXPERIENCE GUIDELINES

A combination of education and experience that would provide the required knowledge and abilities is qualifying.



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$5,892 - \$7,162
Benefits: Full

Education/Training: Bachelor's degree from an accredited college or university, majoring in public administration, planning, criminal justice, business administration or related field. A Master's degree in a related field is highly desired.

Experience: A minimum of seven (7) years of experience in a responsible administrative *and* supervisory position with duties that are relevant to the duties outlined herein. Experience in budgeting, planning, financial analysis and program coordination is preferred.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in both a standard office environment with extensive public contact and constant interruptions, AND in in—the-field work conducting inspections and supervising inspection activity.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; stand or sit for prolonged periods of time; to stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: Normal visual range with or without correction.

Hearing: Normal audio range with or without correction.

License: Possession of a valid California driver's license, Class C or higher.



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$5,892 - \$7,162
Benefits: Full

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge that I have received and read the job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

Employee's Name (print)

Employee's Signature

Date

Supervisor Name (print)

Supervisor's signature

Date



FLSA Designation: FSLA Non-Exempt
Classification: Regular Full-Time Employee
Salary Range (eff. 12/1/14): \$5,074-\$6,290
Benefits: Full

ADMINISTRATIVE SPECIALIST - PUBLIC WORKS

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction of the Public Works Director/City Engineer, the Administrative Specialist performs professional level duties in support of the City's public works and engineering services activities, including the Department business operations of a varied and complex nature.

IDENTIFYING CHARACTERISTICS

The Administrative Specialist is a fully qualified journey-level professional classification that differs from lower-level administrative support classifications in that it directly supports a department director, in addition to performing department operations support tasks.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may or may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Performs professional level administrative duties in support of the City's public works and engineering services and activities, including departmental operations.
2. Conducts analysis of the day-to-day administration of departmental programs: gathers, tabulates and analyzes data, prepares reports, correspondence, memoranda, policies, procedures and informational materials.
3. Represents the Public Works and Engineering Department on administrative matters in liaison with other departments and agencies; attends meetings and conferences with department staff, contractors, and vendors as required.
4. Processes the related documents for the issuance of various construction permits including encroachment, transportation and grading permits; issues road closure and special events permits and participates in the management of the Underground Service Alert (USA) program compliance.



FLSA Designation: FSLA Non-Exempt
Classification: Regular Full-Time Employee
Salary Range (eff. 12/1/14): \$5,074-\$6,290
Benefits: Full

5. Assists in preparation of the program budgets for: the Capital Improvement Program (CIP), the Public Works and Engineering Operational budget, the Landscape and Lighting District (LLD) and Communities Facilities District (CFD) budgets.
6. Conducts organizational, administrative and fiscal studies; conducts surveys and collects information; evaluates programs and initiates studies and analyses, both qualitatively and quantitatively.
7. Facilitates the development, design, maintenance and construction contracts; obtains and analyzes for compliance, the completed certificates of insurance; maintains, logs and tracks bond expiration dates; prepares reports for the Finance Department as required; helps prepare staff reports for Council; prepares memos regarding accepting and releasing of bonds; assists in preparing final reports and prepares documentation associated with bonds and insurance.
8. Responds to questions and inquiries from the general public, developers, contractors, engineering professionals and City staff regarding engineering and development projects.
9. Assists in the preparation of special engineering studies and reports.
10. Administers the subrogation recovery program for the City of Oakley facilities and infrastructure property damage claims.
11. Assists other department staff and the Director with preparation of complex reports, correspondence, staff reports, ordinances and resolutions to the City Manager, City Council, committees, City departments, outside agencies and the public; develops and reports statistics; responds to questions and inquiries and investigates complaints concerning public works and engineering problems.
12. Coordinates assigned activities with consultants, engineers, developers, contractors, other City departments and divisions and outside agencies.
13. Utilizes department or citywide software applications to initiate purchase orders and payments, verifies receipt of materials and assists with the resolution of discrepancies.
14. Formats and proofreads correspondence, reports, forms and specialized documents related to the functions of the assigned organization unit from drafts, notes, or brief instructions.
15. Provides information and responds to inquiries from employees, the public or other personnel by interpreting policies, rules, regulations or procedures or by researching files for solutions; may refer visitors or callers to other appropriate sources of information.
16. May post and maintain routine information on department/division Intranet and or Internet website pages.



FLSA Designation: FSLA Non-Exempt
Classification: Regular Full-Time Employee
Salary Range (eff. 12/1/14): \$5,074-\$6,290
Benefits: Full

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of: the principles and practices of public administration, including goal setting, budgeting, personnel administration, and/or program management, including an array of knowledge related to the functions of municipal government. The techniques needed for providing a high level of customer service to the public and City staff, in person, and over the telephone. Need to have the techniques for effectively representing the City in contact with the public, governmental agencies, community groups and various businesses and professional organizations. The principles and practices of operation and organizational analysis, research techniques, statistical methods, and report writing; and skills in researching, compiling, analyzing, and evaluating data and making sound independent recommendations.

Skills In: Interpreting, applying and explaining rules, regulations, policies and procedures. Establishing and maintaining effective working relationships with others. Communicating effectively both orally and in writing; making clear, concise and accurate written materials; maintaining accurate records and files. Using tact, initiative and independent judgment within general policy and legal guidelines in politically sensitive situations. Completing assigned tasks in a timely and effective manner.

Ability to: Work independently or collaboratively with others to formulate and achieve common goals. Research, compile, analyze, interpret and prepare a variety of fiscal, statistical and administrative reports. Maintain outstanding communication skills with the ability to clearly and concisely communicate both orally and in writing. Exercise sound judgment, initiative, flexibility, creativity and sensitivity in response to changing situation and needs. Ability to speak Spanish, in addition to English, is preferred.

EDUCATION AND EXPERIENCE GUIDELINES

Five (5) years of progressively responsible, professional administrative experience performing a variety of analytical functions related to the assigned position, such as project/program management, fiscal analysis, and organizational development. Public sector experience is highly desirable.



FLSA Designation: FSLA Non-Exempt
Classification: Regular Full-Time Employee
Salary Range (eff. 12/1/14): \$5,074-\$6,290
Benefits: Full

Education/Training: A Bachelor's degree from an accredited college or university with major course work in business administration, public administration or a field related to the assigned position; or a combination of a related degree and work experience.

License or Certificate: Possession of, or ability to obtain, an appropriate driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with extensive public contact and constant interruptions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge I have received and read my job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

Employee's Name (print)

Employee's Signature

Date

Supervisor Name (print)

Supervisor's signature

Date



FLSA Designation: Non-Exempt
Classification: Regular Full-Time Employee
Salary Range: \$2,898-\$3,606

PUBLIC WORKS LABORER I

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

This is the entry-level position in the Public Works Department that works under the direction of supervisor(s) designated by the Public Works Director/City Engineer. Public Works includes Streets and Parks maintenance divisions. Employees in this classification perform basic maintenance functions as outlined herein.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional duties similar to those set forth below to address business needs and changing business practices.

1. Remove weeds, trash and other debris from parks, landscape areas, and other public property.
2. Trims trees, bushes, shrubs and mows turf areas.
3. Removes and replaces pavement surfaces; repairs potholes;
4. Digs, shovels, hauls, loads and unloads soils, sand, leaves, trimmings, and other materials;
5. Sprays oil and traffic paint in accordance with established standards;
6. Cleans storm channels and catch basins;
7. Cleans restrooms, pump houses, play court and picnic areas;
8. Paints; replaces light bulbs; clears plugged drains and toilets;
9. Performs custodial duties;
10. Operates and maintains a wide variety of hand and power tools and light equipment related to streets, parks, and general facilities maintenance;
11. Observes safe working methods and practices;
12. Responds to emergency off-hour work situations as required

QUALIFICATIONS

Knowledge of: Techniques, materials, tools and equipment used in the maintenance and repair of streets, parks, or buildings; operation and maintenance of hand and



FLSA Designation: Non-Exempt
Classification: Regular Full-Time Employee
Salary Range: \$2,898-\$3,606(hourly)

power tools and light equipment common to the construction field; and safe work methods and safety regulations pertaining to the work.

Skills to: Understanding and employing basic safety standards and practices. Carrying out simple instructions and fundamental maintenance functions. Maintaining effective working relationships with others.

Ability to: Operate and maintain a variety of hand and power tools and equipment used in the work; understand and follow oral and written instructions; perform heavy physical labor; exercise independent judgment and initiative; learn to read and interpret maps, manuals and specifications; apply safe work practices; and establish and maintain effective working relationship with those contacted in the course of work.

EDUCATION AND EXPERIENCE

This is a basic, entry-level position and general education and related experience is likely to provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to graduation from high school.

Experience: Experience in landscape or facilities maintenance work desired.

Licenses: Must possess and maintain a valid driver's license issued by the State of California Department of Motor Vehicles.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. Must be willing to work overtime during off hours and in emergency situations.

Environment: Work is performed almost exclusively outdoors in all weather conditions with exposure to inclement weather, heavy traffic and potentially hazardous conditions and substances.

Physical: Primary functions require sufficient physical ability and mobility to stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull moderate to heavy amounts of weight, requiring repetitive hand movement and fine



FLSA Designation: Non-Exempt
Classification: Regular Full-Time Employee
Salary Range: \$2,898-\$3,606(hourly)

coordination; and to verbally communicate to exchange information. Must possess sufficient strength and stamina to lift and carry objects weighing up to 90 pounds and perform sustained heavy physical labor.

Vision: Normal visual range with or without correction.

Hearing: Normal audio range with or without correction.

License: Possession of a valid California driver's license, Class C or higher.

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge I have received and read my job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

Employee's Name (print)

Employee's Signature

Date

Supervisor Name (print)

Supervisor's signature

Date



FLSA Designation: Non-Exempt
Classification: Regular Full-Time Employee
Salary Range: \$3,333 – \$4,146

PUBLIC WORKS LABORER II

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

This is the entry-level position in the Public Works Department that works under the direction of supervisor(s) designated by the Public Works Director/City Engineer. Public Works includes Streets and Parks maintenance divisions. Employees in this classification perform basic maintenance functions as outlined herein; however, have demonstrated capacities beyond the entry-level Laborer I classification and have served in the Laborer I position for at least two (2) years.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional duties similar to those set forth below to address business needs and changing business practices.

1. Remove weeds, trash and other debris from parks, landscape areas, and other public property.
2. Trims trees, bushes, shrubs and mows turf areas.
3. Removes and replaces pavement surfaces; repairs potholes;
4. Digs, shovels, hauls, loads and unloads soils, sand, leaves, trimmings, and other materials;
5. Sprays oil and traffic paint in accordance with established standards;
6. Cleans storm channels and catch basins;
7. Cleans restrooms, pump houses, play court and picnic areas;
8. Paints; replaces light bulbs; clears plugged drains and toilets;
9. Performs custodial duties;
10. Operates and maintains a wide variety of hand and power tools and light equipment related to streets, parks, and general facilities maintenance;
11. Observes safe working methods and practices;
12. Responds to emergency off-hour work situations as required



FLSA Designation: Non-Exempt
Classification: Regular Full-Time Employee
Salary Range: \$3,333 – \$4,146

QUALIFICATIONS

Knowledge of: Techniques, materials, tools and equipment used in the maintenance and repair of streets, parks, or buildings; operation and maintenance of hand and power tools and light equipment common to the construction field; and safe work methods and safety regulations pertaining to the work.

Skills to: Understanding and employing basic safety standards and practices. Carrying out simple instructions and fundamental maintenance functions. Maintaining effective working relationships with others.

Ability to: Operate and maintain a variety of hand and power tools and equipment used in the work; understand and follow oral and written instructions; perform heavy physical labor; exercise independent judgment and initiative; learn to read and interpret maps, manuals and specifications; apply safe work practices; and establish and maintain effective working relationship with those contacted in the course of work.

EDUCATION AND EXPERIENCE

This is a basic, entry-level position and general education and related experience is likely to provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to graduation from high school.

Experience: Experience in landscape or facilities maintenance work required and service as a Laborer II for at least two (2) years.

Licenses: Must possess and maintain a valid driver's license issued by the State of California Department of Motor Vehicles.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. Must be willing to work overtime during off hours and in emergency situations.



FLSA Designation: Non-Exempt
Classification: Regular Full-Time Employee
Salary Range: \$3,333 – \$4,146

Environment: Work is performed almost exclusively outdoors in all weather conditions with exposure to inclement weather, heavy traffic and potentially hazardous conditions and substances.

Physical: Primary functions require sufficient physical ability and mobility to stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull moderate to heavy amounts of weight, requiring repetitive hand movement and fine coordination; and to verbally communicate to exchange information. Must possess sufficient strength and stamina to lift and carry objects weighing up to 90 pounds and perform sustained heavy physical labor.

Vision: Normal visual range with or without correction.

Hearing: Normal audio range with or without correction.

License: Possession of a valid California driver's license, Class C or higher.

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge I have received and read my job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

_____ Employees Name (print)	_____ Employees Signature	_____ Date
_____ Supervisor Name (print)	_____ Supervisor's signature	_____ Date



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$6,772 – \$8,324
Benefits: Full

RECREATION MANAGER/WEBSITE COORDINATOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

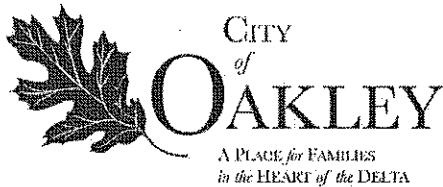
SUMMARY DESCRIPTION

Under the direct supervision of the City Manager, coordinates and manages the activities and operations of the Recreation Division and also serves as the City's Website Coordinator. This work includes supervising all programs and projects of the Division, and a variety of other professional, administrative and analytical tasks related to recreational, leisure services and community events. This is an "at-will" position.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes management responsibility for assigned services and activities of the Recreation Division including planning and supervising comprehensive recreational programs for adult and youth sports, contract classes and/or other recreation programs involving the supervision of group instructors, contractors and leaders in the planning of activities and community events.
2. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
3. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, appropriate service and staffing levels.
4. Plans, directs, coordinates, and reviews the work plan for assigned Recreation staff include those involved in organizing and encouraging the formation of clubs, teams, leagues, and special events; assigns work activities, projects, and



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$6,772 – \$8,324
Benefits: Full

programs; reviews and evaluates work products, methods, and procedures to ensure safe work practices, work quality, and accuracy and to ensure compliance to applicable rules, policies, and procedures; meets with staff to identify and resolve problems.

5. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
6. Oversees and participates in the development and administration of the Division's annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
7. Establishes and administers joint use agreements with school districts; establishes affiliation agreements with other organizations and collaborations with local and state organizations.
8. Oversees the marketing of recreation programs, activities and community events; supervises and participates in the design, preparation, and distribution of recreation publicity including activity guides, press releases, brochures, pamphlets, flyers, and printed schedules; represents the department to the news media.
9. Assists in the preparation of federal and state grants; seeks sponsorships, gifts, and donations.
10. Serves as the liaison for the Recreation Division with other divisions, departments, and outside agencies; attends and participates in organizational and community meetings as necessary; establishes and maintains a customer service orientation within the division.
11. Serves as Recreation Division liaison during processes involved in the development of parks and City facilities.
12. Responds to and resolves difficult and sensitive citizen inquiries and complaints; responds to inquiries or requests for service from interested community groups and citizens; interprets City policy for community groups,



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$6,772 – \$8,324
Benefits: Full

- commissions, advisory boards, and citizens; negotiates and resolves sensitive and controversial issues.
13. Serves as staff on a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence.
 14. Provides responsible staff assistance to the City Manager and to the management staff of the Parks Division; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to recreation programs, policies, and procedures as appropriate.
 15. Gathers and interprets statistical and fiscal data; prepares and submits a variety of reports and memoranda on a number of recreation related subjects.
 16. Attends and participates in professional group meetings; maintain awareness of new trends and developments in the field of recreation and leisure services; incorporates new developments as appropriate.
 17. Establishes positive working relationships with grantors, representatives of community organizations, state/local agencies, City management and staff, and the public.
 18. Coordinates and oversees the development, design, and preparation of the City's website.
 19. Provides consulting services to staff on the design and preparation of City-wide and department/division pages on City website.
 20. Coordinates the citizen response management software (Government Outreach) implementation and monitoring.
 21. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of: Operational characteristics, services, and activities of a recreation and leisure services program. Recreational, cultural, social, and leisure needs of youth, teen, and adult populations of the community. Human services including



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$6,772 – \$8,324
Benefits: Full

health, education, and social services for youth through senior populations. Procedures for planning, implementing, and maintaining a variety of recreation and leisure time activities and programs through community participation. Principles and practices of program development and administration of community events. Current trends in recreational/educational/developmental programs. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation. Pertinent Federal, State, and local laws, codes, and regulations. Marketing principles and practices. Standard program evaluation methods. Techniques of assessing program needs. Techniques used in public relations and customer services practices. Methods and techniques utilized in advertising and public information. Principles and practices of fiscal, statistical, and administrative research and report preparation. Modern office procedures, methods, and equipment including computers and supporting software applications, including website maintenance and development.

Ability to: Oversee and participate in the management of a comprehensive recreation and leisure services program. Design, develop, and implement recreation and leisure programs suited to the needs of the community. Oversee, direct, and coordinate the work of other staff. Select, supervise, train, and evaluate staff. Participate in the development and administration of division goals, objectives, and procedures. Prepare and administer large program budgets. Elicit community and organizational support for programs and community events. Identify and administer grants for a particular program area. Understand community needs in a variety of recreation areas and evaluate activities according to those needs. Identify methods to maximize service effectiveness and efficiency. Prepare clear and concise administrative and financial reports. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Research, analyze, and evaluate new service delivery methods and techniques. Operate and use modern office equipment including a computer and various software packages. Interpret and apply Federal, State, and local policies, laws, and regulations. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work.



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$6,772 – \$8,324
Benefits: Full

EDUCATION AND EXPERIENCE GUIDELINES

A combination of education and experience that would provide the required knowledge and abilities is qualifying.

Education/Training: Bachelor's degree from an accredited college or university with major course work in recreation program administration, public administration, business administration or related field. A Master's degree in a related field is highly desired.

Experience: A minimum of five (5) years of experience in a responsible administrative *and* supervisory position with duties that are relevant to the duties outlined herein. Experience in budgeting, program planning, community events and project coordination is preferred.

License or Certificate: Possession of an appropriate driver's license. Possession of a certification in standard first aid and cardiopulmonary resuscitation.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in both a standard office environment with extensive public contact and constant interruptions, AND outdoor work related to recreation programming and community events.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; stand or sit for prolonged periods of time; to stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; and to travel to other locations using various modes of private and commercial transportation.

Vision: Normal visual range with or without correction.



FLSA Designation: Exempt
Classification: Full-time, "At-Will"
Salary Range (eff. 12/1/14): \$6,772 – \$8,324
Benefits: Full

Hearing: Normal audio range with or without correction.

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge that I have received and read the job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

Employee's Name (print)

Employee's Signature

Date

Supervisor Name (print)

Supervisor's signature

Date



FLSA Designation: Non-Exempt
Classification: Regular Full-Time Employee
Salary Range (eff. 12/1/14): \$8,078 - \$9,819
Benefits: Full

PRINCIPAL PLANNER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general direction of the City Manager or his/her designee, assists in directing, coordinating, and overseeing the activities and operations of the Planning Division including assigned section or project area; oversees and participates in the performance of a full range of complex, responsible, and varied professional, programmatic, administrative, and technical work in support of various City current and/or long range planning programs and projects and in the implementation of the City's General Plan as well as related policies and regulations; serves as project manager over assigned major projects related to the development and implementation of land use and related City plans and policies including inter-departmental and inter-agency coordination, organizing and reviewing the work of professional, paraprofessional and technical staff in development or advanced planning projects, and performing the most complex planning functions within the area of assignment; and provides information and assistance to applicants, developers, consultants, the general public, and outside agencies and organizations regarding City codes, policies, standards, and processes related to planning related matters.

IDENTIFYING CHARACTERISTICS

This is considered the most advanced professional level class in the Planner series. Incumbents at this level oversee an assigned section, functional work group, or large/complex project area and serve as project manager on the largest and most difficult planning projects, which includes responsibility for conceiving complex planning projects, developing analysis and work methods, and reviewing the daily work of subordinate professional and technical staff. Assignments are typically received in broad, outline form, and incumbents are expected to act independently in developing applicable resources and information. The Principal Planner class is distinguished from Senior Planner class in that incumbents in the Principal Planner class exercise supervisory responsibility and project management responsibility on a daily basis for an assigned section, functional work group, or large/complex project area in addition to



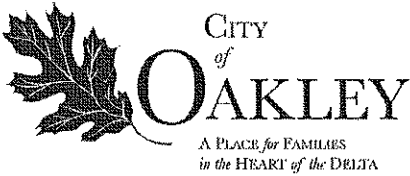
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Salary Range (eff. 12/1/14): \$8,078 - \$9,819
Benefits: Full

independently completing the most complex and difficult professional planning assignments.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assists in directing, coordinating, and overseeing the activities and operations of the Planning Division; oversee assigned section, functional work group, or large/complex project area; oversee and participate in the performance of the full range of complex, responsible, and varied professional, programmatic, administrative, and technical work in support of various City current and/or long range planning programs and projects and in the implementation of the City's general plan as well as related policies and regulations.
2. Participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
3. Participates in monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; recommends, within divisional policy, appropriate service and staffing levels.
4. Participates in planning, directing, coordinating, and reviewing the work plan for planning staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
5. Participates in selecting, training, motivating, and evaluating assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies.
6. Participates in the development and administration of the Division's annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; participates in monitoring and approving expenditures; implements adjustments.
7. Oversees and participates in planning, coordinating, directing, and preparing complex projects and research studies including phases of the General Plan,



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Zoning Ordinance, and special studies; oversees and participates in the preparation of reports and analysis regarding land use, zoning, urban design, population trends, transportation, community needs, and industrial needs.

8. Recommends the use of land for residential, commercial, industrial, and community uses; oversees and participates in the review, development, revision, and maintenance of general plan elements, plans, zoning ordinances, and other policies and procedures.
9. Oversees the development review process; schedules and attends Project Review Meetings Development Review Committee meetings regarding newly submitted development applications in order to provide preliminary comments to project applicants; schedules and attends Economic Development and Housing Committee meetings in order to receive feedback from decision makers; communicates and coordinates with other City departments, developers, and outside agencies throughout the development process to create the best possible development; meets with representatives of community organizations and other groups to encourage cooperative action or to resolve problems.
10. Oversees and participates in the review and processing of various plans and applications for subdivision and commercial developments; collects and evaluates information related to the application process and determines conformity with laws, regulations, policies, and procedures; recommends approval or alternative approaches; conducts project site checks and field inspections.
11. Oversees and participates in preparing, evaluating, and analyzing environmental documents; prepares Mitigated Negative Declarations (MND's) as necessary; reviews MND's and Environmental Impact Reports (EIR's) prepared by professional consultants to ensure accuracy and provide appropriate feedback; prepares notices.
12. Reviews ministerial permits, plans, and applications for conformance with the Municipal Code and approved projects.
13. Conducts plan checks and reviews; reviews plans and provides comments to determine conformity with City laws, regulations, and policies.
14. Prepares final resolutions, ordinances, environmental notices, plan approvals, and file cleanup after project completion; monitors conditions of approval after project completion for compliance.



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15. Oversees the provision of front counter and phone support; provides complex information and assistance to developers, property owners, the public, other departments, and outside agencies regarding laws, regulations, standards, policies and procedures related to the submission of plans, processing of applications, and implementation requirements; investigates and answers the more complex questions from the public regarding planning and zoning; responds to complaints of zoning code violations.
16. Performs a wide range of duties in support of the Planning Commission as well as the City Council and other boards and commissions; oversees and coordinates preparation of meeting agendas for various commissions, boards, and community groups including reviewing draft materials and preparing comments; organizes meetings and work sessions; prepares public hearing notices ensuring timely notification of appropriate parties; prepares and presents staff reports and other presentations for the City Council, Planning Commission, and other commissions, boards, and community groups.
17. Serves as the liaison for assigned functions and projects of the Planning Division with other divisions, departments, and outside agencies; meets with developers, engineers, architects, and other project proponents to explain City policies, design issues, and City standards relating to new project development; negotiates and resolves sensitive and controversial issues; serves as technical advisor to City staff and officials, public agencies, and members of the public.
18. Act in the absence of the Division manager.
19. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or learned within a short period to perform successfully the assigned duties.

Knowledge of: Operations, services, and activities of a community planning and development program. Local government organization and the functions and practices of a municipal planning unit and relationships among various local and governmental entities. Basic principles and practices of program development and administration. Negotiation and presentation principles and practices. Modern principles, practices, and techniques of current and advanced planning including land use, environmental



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policy analysis, natural resource management, municipal service deliver, physical design, landscape architecture, demographics, and economic and social concepts as applied to municipal planning. Development review procedures and requirements. Site planning and architectural design principles. Pertinent federal, state, and local laws, codes, and regulations including laws underlying general plans, zoning and land divisions, and applicable environmental laws and regulations. Recent developments, current literature, research methods, and sources of information related to municipal planning, urban growth, and development. Methods and techniques of effective technical report preparation and presentation. Statistical methods and research techniques applicable to the preparation of municipal planning studies. Methods and techniques of eliciting community participation in planning and development issues. Modern office procedures, methods, and equipment including computers and supporting software applications.

Ability to: Participate in the management of a comprehensive planning functional or program area such as current and/or advanced planning activities and projects. Participate in the development and administration of program area goals, objectives, and procedures. Make adjustments to operating procedures as necessary to improve organizational effectiveness. Research, analyze, and evaluate new service delivery methods and techniques. Oversee, direct, and coordinate the work of lower level staff. Participate in selecting, supervising, training, and evaluating assigned staff. Plan, organize, direct, coordinate, and evaluate the most complex and significant current and/or advanced planning programs, projects, events, and/or technical area. Review and prepare ordinances, resolutions, and other legal documents. Perform a full range of complex and difficult professional analytical, programmatic and administrative duties involving the use of independent judgment and personal initiative. Organize and prioritize timelines and project schedules in an effective and timely manner. Analyze complex problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Understand the organization and operation of the City, assigned program, and of outside agencies as necessary to assume assigned responsibilities. Apply policies, procedures and standards pertaining to the municipal planning process. Interpret maps, site and building plans and specifications, graphs and statistical data. Interpret, analyze, apply, implement, and explain pertinent federal, state, and local laws, codes, and regulations. Interpret planning and zoning programs to the general public. Analyze and compile statistical and technical information Develop recommendations regarding the use of



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property. Identify and respond to community and organizational issues, concerns, and needs. Process the full range of development applications and coordinate necessary communication between staff, developer, and other agencies. Analyze projects and potential projects for consistency with planning regulations, general planning principles, and architectural quality. Prepare and analyze technical and administrative reports, statements, and correspondence. Present technical data in verbal, written, graphic, and map form to City management staff and variety of boards and commissions. Represent the City effectively in meetings with commissions, community groups, governmental bodies, the media and the public. Exercise sound independent judgment within established guidelines. Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems. Work under pressure with interruptions and a high degree of public contact by phone or in person. Operate modern office equipment and computers including specialized computer applications. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: A Bachelor's degree from an accredited college or university with major course work in urban or regional planning, architecture or a related field. A Master's degree is desirable and may substitute for three (3) years of experience.

Experience: At least seven (7) years of increasingly responsible experience in urban or regional planning including at least two (2) years of project management and/or supervisory responsibility.

License or Certificate: Possession of an appropriate driver's license. Certification by the American Institute of Certified Planners required within twelve (12) months of employment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations



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 Benefits: Full

may be made to enable individuals with disabilities to perform the essential job functions.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; occasionally works in outside weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge that I have received and read the job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

Employee's Name (print)	Employee's Signature	Date
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Supervisor Name (print)	Supervisor's signature	Date
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Salary Range (eff. 12/1/14): \$4,758-\$5,888
Benefits: Full

SENIOR ACCOUNTING TECHNICIAN

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under supervision of the Finance Director or his/her designee, the Senior Accounting Technician performs a variety of responsible technical accounting duties involved in performing financial record keeping and reporting duties in support of assigned accounting system, function, or program area. With a minimum of supervision, the Senior Account Technician prepares, processes, maintains, and verifies budgetary, financial/accounting, and statistical documents and records; prepares various reports, statements, and special projects; provides technical expertise and assistance to other staff and the general public related to area of assignment. The Senior Accounting Technician also provides customer service in person and by telephone and performs other duties related to the more difficult administrative, accounting, and clerical functions of the assigned department.

IDENTIFYING CHARACTERISTICS

The Senior Accounting Technician performs the full range of complex technical and complex clerical accounting support duties including preparing reports related to area of assignment. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the department. This classification is distinguished from the Accounting Technician by years of experience (at least two (2) years as an Accounting Technician) and in dealing with a broader range of responsibilities with a minimum amount of required supervision.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.



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1. Performs a variety of responsible technical accounting and financial office support duties for assigned accounting system, function, or program area including in the areas of accounts receivable, accounts payable, payroll, and business licenses;
2. Prepares, maintains, and/or verifies a variety of accounting, financial, and statistical records, ledgers, logs, and files; gathers, assembles, tabulates, enters, checks, verifies, balances, adjusts, records, and files financial data; codes data according to prescribed accounting procedures; reviews information to ensure accurate reporting; resolves discrepancies; establishes and maintains various files and records.
3. Generates and prepares a variety of financial, accounting, and statistical statements, analyses, documents, and reports required for management reporting by utilizing both manual and computerized spreadsheet applications;
4. Assists Accounting staff and departments in the preparation of reports and presentations to City management and the City Council; researches and gathers information from a variety of sources for the completion of forms or preparation of reports;
5. Performs a full range of customer service duties related to area of assignment; provides information to the public, other agencies, and City staff requiring the use of independent judgment and the interpretation of a variety of policies, rules, and procedures;
6. Provides technical assistance and expertise to Staff; provides training in completing assigned tasks;
7. Performs a range of technical and complex clerical accounting duties; receives and processes payments in person and through the mail as well as automatic draft/credit card payments; issues receipts; balances cash and prepares bank deposits; enters returned payments and sends notifications as necessary;
8. Performs a range of technical and complex clerical accounting duties in support of the City's accounts payable function; receives, processes, and reviews invoices for proper coding, signature approval, enters invoices, check requests, and purchase orders for payment; balances and runs checks; match checks to backup documents for approval; logs in approved checks and prepares for mailing; checks monthly statements for outstanding invoices; files



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- and copies records; sets up new vendors including inputting data into system and sending W-9 packet; prepares federal and state reports including sales tax, 1099's, SB542, and vendor garnishments; codes, approves invoices, and prepares spreadsheets for fleet fuel bills, telephone, gas, electricity, rents; answers questions from departments and vendors regarding payment status for invoices;
9. Performs a range of technical and complex clerical accounting duties in support of the payroll function; inputs employee time sheets and verifies hours and time off; updates employee leave balances and related payroll records including use of vacation, sick leave, and related benefits; balances spreadsheets and payroll reports; processes status changes and calculates wage assignments; processes payroll checks through financial accounting system; distributes checks; prepares payments for third party vendors; responds to employee questions related to timesheets or use of paid leave;
 10. Performs a range of technical and complex clerical accounting duties in support of the business license function; reviews and processes new business license applications and renewals and home occupation permit requests; enters information into system, makes changes and additions and inputs all data including money processed for business licenses; verifies deposit sheets received; enters license information; balances reports; prints business licenses and home occupation permits to be mailed to customers; mails renewals and past due notices; scans and indexes applications; prepares business license income reports;
 11. Performs a range of technical and clerical accounting duties in support of the operations of assigned department; verifies department timesheets for accuracy and completeness and completes, reconciles, and balances payroll recap; processes departmental invoices including to confirm and verify invoice as to delivery, completion of work, and related items; analyzes revenue and expenditure reports reviewing for line item accuracy and budget considerations; participates in the departmental budget process including to provide information and research questions;
 12. Performs related duties as required



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Benefits: Full

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or learned within a short period to perform successfully the assigned duties.

Knowledge of: Operations, services, and activities of assigned accounting system, function, or program area. Responsible technical accounting principles and practices used in financial record keeping, bookkeeping, and governmental and fund accounting. Methods and techniques of coding, verifying, balancing, and reconciling accounting records. Basic principles and practices of auditing. Mathematical principles. Principles and practices used in establishing and maintaining files and information retrieval systems. Principles and practices of fiscal, statistical, and administrative record keeping and reporting. Methods and techniques for basic report preparation and writing. English usage, spelling, grammar, and punctuation. Customer service techniques, practices, and principles. Methods and techniques of proper phone etiquette. Modern office procedures, methods, and equipment including computers. Computer applications such as word processing, spreadsheet, and database applications as well as financial and statistical software. Pertinent federal, state, and local laws, codes, and regulations.

Ability to: Perform a variety of responsible technical accounting duties in support of assigned accounting system, function, or program area. Perform a variety of accounting, fiscal, and statistical record keeping duties including preparing, maintaining, and reconciling a variety of records and files. Participate in the preparation of a variety of administrative and financial reports. Review financial records, reports, and related documents, identify discrepancies, and resolve problems related to assigned area of responsibility. Research, compile, and interpret a variety of information and make appropriate recommendations. Work independently. Plan and organize work to meet changing priorities and deadlines. Perform mathematical calculations quickly and accurately including adding and subtracting, multiplying and dividing, and calculating percentages, fractions, and decimals. Understand the organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities. Understand and apply pertinent laws, codes, and regulations as well as City and department rules, policies, and procedures with good judgment. Implement and maintain filing systems. Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person. Compile a variety of information and



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records and exercise good judgment in maintaining information, records, and reports. Deal successfully with the public, in person and over the telephone; respond tactfully, clearly, concisely, and courteously to issues, concerns, and needs. Work cooperatively with other departments, City staff and officials, and outside agencies. Operate and use modern office equipment including a computer and various software packages. Use applicable office terminology, forms, documents, and procedures in the course of the work. Type and enter data at a speed necessary for successful job performance. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: Equivalent to the completion of the twelfth grade with some college level course work in bookkeeping, accounting, business administration, or a related field. A Bachelors Degree in a related field is preferred.

Experience: Three years experience performing increasingly responsible accounting support services and at least two (2) years as an Accounting Technician with a municipality.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with extensive public contact and constant interruptions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand



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movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

License: Possession of a valid California driver's license, Class C or higher.

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge that I have received and read the job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

_____ Employee's Name (print)	_____ Employee's Signature	_____ Date
_____ Supervisor Name (print)	_____ Supervisor's signature	_____ Date



STAFF REPORT

Date: Tuesday, November 18, 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: Update to the City of Oakley Neighborhood Traffic Management Program

Background and Analysis

In 2008 the City of Oakley undertook the development and creation of a Neighborhood Traffic Management Program (NTMP) to address a wide range of community needs and inquiries related to traffic issues. The consulting firm Fehr & Peers Inc. was hired to prepare the NTMP, which was approved by the City Council and has been utilized over the past several years in addressing traffic related issues and inquiries from the community. With this, as well as other similar programs, after implementation there is often a need to do further refinements to make the program function as best as possible for the community.

Staff has been working on developing an update to the NTMP which would provide clarity of the process. The updated policy outlines step-by-step the progression of a traffic calming request which helps in managing expectations for the public and is also in alignment with these expectations and the City's resources.

Many of the requests and inquiries that the City receives related to traffic calming can be handled without the need of a formal traffic calming process. Various staff from the Police and Public Works Departments work collaboratively to address such issues by adding Police enforcement, signage, striping, and education and outreach to the neighborhoods.

For the cases where Police enforcement or signage will not alleviate the problem, the Traffic Calming process is initiated. Traffic related cases, due to their nature, can become an emotional issue for the residents and sometimes perceptions are created from isolated instances that are not supported by facts. To truly understand if a traffic related issues exists, staff begins the Traffic Calming process by collecting data and facts for analysis of the circumstances behind the request received.

If the data indicates that the criteria for Traffic Calming is met, staff will invite the neighborhood to an initial meeting to get input, gather information, and present data and discuss the process for the residents. The Traffic Calming Program is an interactive process, and it is important to have resident engagement and participation

in the process. In collaboration with the residents, Police and Public Works staff will develop alternative traffic calming concepts. The preferred traffic calming concept is presented to the neighborhood residents as a trial project if the 67% majority support of the neighborhood has been met. After a minimum 3 months of the trial project, staff will solicit input from the neighborhood to determine the support for permanency of the traffic calming project. Again, a 67% majority support for the project is needed to consider the traffic calming project complete with recommendation to the City Council for final approval.

As the City of Oakley continues to grow and develop into the future, the demand for traffic calming on residential streets will increase. The updated Neighborhood Traffic Management Policy will clarify the existing NTMP and will help in addressing resident requests and inquiries for traffic calming in a clear and organized way that will be in alignment with the City's resources.

Fiscal Impact

This policy does not have a direct cost associated with it. The cost for the actual traffic calming measures that are installed will be included in the FY 2015/16 CIP budget for Traffic Calming projects as funding is allocated.

Staff Recommendation

Staff recommends that the City Council approve the updated Neighborhood Traffic Management Policy.

1. Updated Neighborhood Traffic Management Policy



Neighborhood Traffic Management Policy

The purpose of this policy is to establish guidelines for the neighborhoods and the City staff to work together in addressing various types of traffic conditions, such as speeding, cut-through traffic, truck intrusion and commercial parking spill-over.

The applicable streets are local neighborhood streets with the goal to address community needs by:

- Improving neighborhood safety for vehicles, pedestrians and bicyclists
- Reducing the number and severity of vehicle related accidents
- Maintaining the speed of motor vehicles to the posted speed limits
- Preserving emergency vehicles' response times
- Decreasing the volume of extraneous/cut-through traffic
- Maximizing the community participation and support in the program
- Limiting the impact on adjacent local streets and neighborhoods

Policy Details – Adopted November 18, 2014

This policy serves to improve the quality of life in affected areas in the community. To develop solutions, staff works collaboratively with neighborhood residents through a series of community meetings to develop a project proposal that is within the City's budgetary parameters. All projects must reach at least a 67% super-majority support from the neighborhood for each proposal.

Criteria

For any local street to qualify for a traffic calming project review, the neighborhood must meet or pass at least one of the following criteria:

- 85th percentile speeds exceeding the posted speed limit by 5 mph
- Volumes exceeding 1,000 Vehicles Per Day (VPD) for local streets
- Volume of trucks, over 30 feet in length, exceeding one-half of one percent of the total traffic volume
- Curb parking occupancy exceeding 70% from 8AM to 7PM.

Requests that meet the minimum criteria are placed on a project list. Staff will work on the projects in the order of first-come-first-serve. If the minimum criteria are not met, or a subsequent request against the first request is received, the request for traffic calming is nullified.

Process:

1. **Traffic Issue Request:** Neighborhoods request traffic calming by contacting the Public Works Department at (925) 625-7037 or keller@ci.oakley.ca.us. The request will be assigned to City Engineering staff to evaluate the concerns and determine 1) if the concern can be mitigated through normal staff work or separate engineering programs or 2) if a neighborhood request is required to begin a traffic calming process. Some traffic concerns may be addressed through separate programs, e.g. the safe routes to school plans and the sidewalk programs for improving pedestrian and bicycle accessibility. Many traffic concerns may be solved with measures that will not have impacts on other streets, such as signing and markings. Staff needs to determine the effect the solution will have on adjacent streets.

Staff will make every effort to mitigate the concerns without having to embark on an actual traffic calming case.

2. **Request:** A Neighborhood Request is required to begin a traffic calming process. The request and the gathering of the required signatures is the responsibility of the neighborhood and is required to identify neighborhood support (over 50% of the households must sign the request) and reflect the neighborhood's understanding of the time frame of the traffic calming process. The request needs to state what the problem is that exists and acknowledge that the process will take numerous months to solve while staff gathers data, convenes neighborhood meetings and reports information to the City Council.
3. **Data Collection:** Upon receipt of the request, staff will collect appropriate data to determine if the minimum criteria have been met (see Criteria section above). If the data concludes the minimum criteria are not met and if police enforcement, education or other means are appropriate, staff will implement internal work actions.
4. **Informational Neighborhood Meeting:** If the data indicates the minimum criteria are met or exceeded, staff will define the neighborhood and impacted streets to consider any other potential traffic unintended impacts that these solutions may create, identify possible traffic calming solutions and convene a neighborhood meeting. The first neighborhood meeting will be an information and feedback session: staff will present traffic data and proven strategies for specific traffic issues and their cost constraint, and the neighborhood will provide input to the solution process. The neighbors will learn the process and a reasonable expectation of the project.
5. **Additional Solution Meetings & Development of Trial Project:** If the consensus at the neighborhood meeting is to proceed with the development of a traffic calming plan, staff will collaborate with Police Department to prepare alternative traffic calming plans. Once the alternatives have been developed, staff will convene additional neighborhood meetings to present the pros and cons for each alternative, determine neighborhood preference and public support. The outcomes of the meetings will refine the development of a trial traffic calming project. This trial project will need the support of 67% of the affected neighborhood, to be confirmed by a post card vote, conducted by staff. If the neighborhood does not meet the 67% support necessary, staff will identify concerns, report results to the neighborhood and determine the next steps.
6. **Support and Implementation of Trial Traffic Calming Project:** As indicated by 67% support, staff will recommend the trial project to the City Council for approval. If the project is approved, staff will prepare final plans and specifications for implementation. The trial project must stay in place for a minimum of three months to determine its effectiveness, unless substantial unacceptable impacts are identified. At the end of the trial period, a follow-up neighborhood meeting will be convened to determine support for permanency if needed.
7. **Permanent Traffic Calming Implementation:** To permanently install/maintain the traffic calming project, a final postcard vote will be conducted by staff. Again, a 67% majority vote by post card will be needed to recommend the project to City Council for final approval to install the permanent devices. The project will be completed with its permanent installation understanding that staff will need to clarify budgeting consideration which could impact the implementation of approved traffic calming solutions.

If you have any questions with the neighborhood traffic management program contact the Public Works Department at (925)-625-7037 or keller@ci.oakley.ca.us

NOTE: It is recommended to discuss your concerns with 50% or more of your neighbors in advance, to make sure that everyone agrees there is a traffic problem in your neighborhood.



MEMORANDUM

Date: November 18, 2014

To: City Council

From: Lindsey Bruno, Recreation Manager

Subject: **A Resolution Amending the Parks and Facilities Usage Policies and Fees**

Approved and Forwarded to
City Council


Bryan Montgomery, City Manager

Summary

On October 22, 2013 Council approved a Resolution Revising the Public Parks and Community Facilities Policies, to improve the previously existing Policy. When this Policy was first established, it was noted that it would be revisited and revised when necessary. Over the course of the year the number of users has grown significantly and there have been areas brought to light that could be improved to better serve the community.

Fiscal Impact

With the approval of the amended Parks and Facilities Usage Policy, there will be no significant fiscal impact.

Background and Analysis

As the number of users has increased, staff has encountered minor issues with the current policy and recommend updates and clarifications to improve policy consistency and ease of use that reflect Staff and user concerns and input. General Update Areas 1) clarifying the Sports League Reservation process; and the inclusion of a Civic Center Amphitheater and Stage.

Currently the only two parks with designated group picnic sites are Creekside Park and Summer Lake Park, which will remain the same. The changes in the policy reflect the inclusion of existing park rules into the policy to clarify expectations to users.

In the past year the number of sports leagues requesting usage of City fields has increased by over 25%. Given the number of leagues and the field space available a priority system has been more clearly defined. The priority for sports field assignments will be as follows

from highest to lowest priority; Organizations with joint-use agreements with the City of Oakley, non-profit youth leagues with a majority of Oakley resident players, non-profit adult leagues with a majority of Oakley resident players, non-profit leagues with mostly non-Oakley resident players followed by for-profit organizations. Staff invited sports leagues to a brainstorming meeting in September 2014 and all in attendance felt favorably about establishing a priority system for leagues with a majority of Oakley residents. Also discussed was implementing a modified cancelation policy and late payment charge. Leagues agreed if staff could notify them of open fields sooner they would be better able to coordinate with their players and parents.

With the downtown renovations updating the policy to including the Civic Center Amphitheater and Stage will allow non-profit organizations an opportunity to utilize this new amenity to host community events in the heart of downtown Oakley.

Recommendation

Staff recommends that the Council adopts a resolution amending the Parks and Facilities Usage Policies.

Attachments

1. Resolution
2. Revised Parks and Facilities Usage Policy



FACILITY USE POLICY & FEES

I. GENERAL INFORMATION

The Facility Use Policy outlines specific regulations associated with the permitted rental of a public facility within a park and/or facility. Obtaining a permit shall grant the user basic usage and access rights for the approved purpose and time only. In accordance with the *Oakley Municipal Code* (OMC) (Section 6.5.114.h), any fees or deposits established by the City Council shall be paid by the applicant before the effective date of the permit.

The City reserves the right to cancel, revoke or suspend any and all reservations, permits and applications, if deemed appropriate. If infractions occur, the Oakley Police Department will be notified and enforcement action will be taken. Violations may result in forfeiture of fees and/or deposit.

Facilities available for rent include:

1. Oakley Recreation Buildings (1250 O'Hara Ave) – (Exhibit A)
2. City Council Chambers (3231 Main Street) – (Exhibit A)
3. Sport/ Recreation field/ Courts and Group Picnic Areas– (Exhibit B)
4. Civic Center Plaza (Exhibit C)

II. ELIGIBILITY

Certain facilities are not available for partisan political meetings, sectarian religious meetings, or for the direct financial benefit of private individuals or commercial enterprises. In accordance with OMC 6.5.118, the City reserves the right to exclude or remove activities it deems inappropriate for public use.

III. PRIORITY

City of Oakley events/activities and City of Oakley sponsored events/activities will take precedence over any and all other requests.

Groups that have reserved a facility in advance are subject to cancellations, in rare circumstances, to accommodate this priority. All fees will be returned to the user if the City requires a cancellation or relocation of the reserved event.

Priority shall be given to Oakley residents followed, in order of priority, by Community Partners, Non-profits based in Oakley, Non-profit organizations not based in Oakley, followed by for profit organizations.

IV. CLASSIFICATIONS

GROUP 1: Oakley Resident

Use by Oakley residents, must be for personal use only. Proof of residency is required at the time of reservation request.

GROUP 2: Non-Resident

Use shall permit non-Oakley residents for requested activities that are personal use only.

GROUP 3: Community Partner

Community Partner(s) shall consist of, but is not limited to, community organizations and public agencies (Federal State and County agencies) that are in direct or indirect partnership with the City of Oakley per a Memorandum of Understanding approved by the City Manager in accordance with City policies and procedures. Community Partner(s) must provide services that directly benefit the Oakley community.

GROUP 4: Non-Profit

Non-Profit group(s) shall present verified and current 501(c)(3) non-profit status at the time of the reservation request. The applicant organization must be the primary organization, manager and financial administrator.

GROUP 5: Private Business, Group or Organizations

Private business, commercial, organization or groups for events such as sales, product demonstrations, business, recruiting meetings, classes, staff or training meetings etc.

No organization or group may sponsor any other organization or group for the purpose of changing the group classification.

V. GENERAL USE POLICIES

These policies are for the use of City-owned or controlled community facilities. All users shall comply with City, State and Federal laws, including but not limited to provisions of the *Oakley Municipal Code*.

Reservation Requirements

The renter must be a minimum of 18 years of age, and submit a complete Facility Use Permit Application to the City Recreation Division, a refundable damage deposit, and all applicable user fees and insurance as described in Insurance Requirements.

Renters are required to provide the name and phone number (cell if available) and email of the primary contact person *and* a secondary contact. The primary contact person must be present on site during the approved rental period, will be the emergency contact, and is responsible for ensuring compliance with the policies outlined. A copy of the permit must be on site and available upon request by any City staff during approved rental period.

One day rental requests may be requested up to 90 days in advance. Multiple day rental requests for sports/ recreation field reservations may be requested up to 6 months in advance.

Cancellations for private-use reservations

The City of Oakley reserves the right to cancel, revoke or suspend immediately any and all reservations, permits and applications if deemed that inappropriate, flagrantly disrespectful or harmful activities are taking place in the park or facility. No notice is required and, in some cases, the Oakley Police Department will be notified and enforcement action will be taken. Violations may result in forfeiture of fees and/or deposits.

Cancellations by the Renter/User occurring five (5) business days or more prior to the event will be refunded 100% of all fees and deposits. Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees, but will be refunded 100% of the deposit.

Deposit forfeiture

Renter agrees to take full responsibility for the behavior by guests during the rental period. Children must be supervised at all times by adults. Any charge for damages to the park, facility or its furnishings will be deducted from the deposit. Rentals that exceed the reserved time period will be charged the hourly rate to be deducted from the deposit. Failure to leave the facility in satisfactory condition will result in deposit forfeiture and potential further recovery of City costs to restore the facility in a satisfactory condition, if the deposit amount is not adequate to do so. Upon a satisfactory inspection of the premises the deposit check will be destroyed.

Set Up and Clean Up

Renters are required to include times for set up and clean up at the time of reservation. Renters are required to set up tables and chairs and clean up and wipe down City equipment such as tables, chairs, clean up spills and remove all trash and decorative items brought for the event. Trash must be placed in the receptacles provided. Trash that does not fit in the trash receptacles must be disposed of properly by the renter.

Animals

Animals are not allowed in indoor facilities, except service animals and police dogs. At outdoor facilities dogs must be kept on a leash, and the caretaker is responsible for clean-up.

Subletting

The renter shall not have the right to assign a rental agreement or any rights hereunder or sublet City of Oakley facilities or sports fields.

VII. LIABILITY RESPONSIBILITY-WAIVER AND RELEASE

In consideration of the acceptance of the application to rent the City of Oakley's White House, Oakley Recreation Buildings, City Council Chambers, and Public Parks, the user is required to waive, release and discharge any claims for damages, for death, for personal injury or property damage which any person associated with the permitted use may have against the City of Oakley as a result of the User's activities. This release is intended to discharge the City, its agents, and employees from and against any and all liability arising out of or connected in any way with User's activities, even though the liability may arise out of carelessness or negligence on the part of the City or persons named above. User must further agree to indemnify and hold harmless and defend the City and its officers, agents, servants and employees from any and all claims resulting from injuries, damages and losses sustained arising out of or in any way associated with the rental or use of any City, property, park or other facility. Group 5 users will be required to include a waiver of subrogation.

VII. CONDUCT

Individuals/Groups using City property shall conduct activities that are orderly and lawful, not of a nature to incite others to disorder, and not restricted because of race religion, sex, creed or national origin.

Specifically to sport field use, City staff including the Oakley Police Department shall encourage a high standard of good sportsmanship and fair play, polite and positive attitudes, and positive role models in accordance with the *Oakley Municipal Code* Section 6.5.142.

City Staff may request Police assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations.

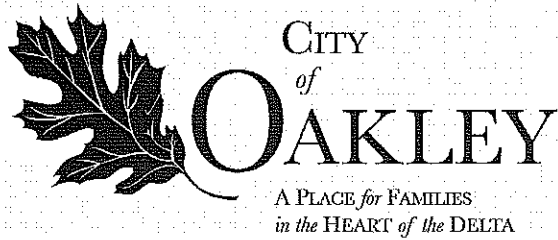


EXHIBIT A

ADDITIONAL FACILITY REGULATIONS (OAKLEY RECREATION BUILDINGS & COUNCIL CHAMBERS)

I. FACILITY USE

1. Hours of availability are 9:00 am to 9:00 pm Sunday through Thursday, and 9:00 am - 10:00 pm Friday and Saturday.
2. Maximum occupancy for the facility is as follows:

	Oakley Recreation Building	City Council Chambers
Theater Style Seating	100	175 +/-
Banquet Seating	100	100 +/-
Classroom Style	100	100 +/-

3. Reservations must be made at least seven (7) business days prior to the event.
4. Food and non-alcoholic beverages may be served, but not prepared on site.
5. Open flames of any kind are prohibited. This includes birthday candles and BBQ's.
6. Decorations are limited to table tops and walls. No glue, staples, nails, thumbtacks, or adhesives of any kind are permitted to hang up decorations. The use of blue painter's tape is permitted.
7. The address or phone number of the facility may not be used as the official address of any organization using the Oakley Recreation Buildings and City Council Chambers, nor may any group publicize its activities in such a way as to imply City sponsorship of the organization or event.

II. ALCOHOLIC BEVERAGE POLICY

In accordance with OMC 6.5.128b alcohol (beer, wine and champagne ONLY) are allowable only with a permit approved by the City Manager. Any Park or Facility Application that requests to include alcohol will not be approved unless the Alcohol Permit has been approved by the City Manager.

Rentals involving the sale of alcoholic beverages or the exchange of any type of monetary consideration for alcohol requires proof of an off- premise license from the Department of Alcoholic Beverage Control, or proof of use of a third party with a similar license.

Rentals serving or selling alcoholic beverages are subject to an additional deposit and additional insurance requirements.

III. INSURANCE REQUIREMENTS

Certain uses of the subject facility will dictate the need for liability insurance against claims, resulting from injuries to persons or damages to property, which may arise from or in connection with the renter's use of the facility. A certificate of insurance is required for verification of adequate insurance and must specify the date, time, and location of the event. A separate endorsement must also be provided naming the City of Oakley as "Additionally Insured" the original endorsement must specifically list the following:

"City of Oakley, its officials, officers, employees, agents and volunteers are additionally insured."

IV. EXCEPTIONS

City Council Chambers are available for rental by User Groups 3 and 4 only. City business will take precedence over any and all other meetings. Rentals occurring outside of the normal City Hall business hours may incur additional fees.

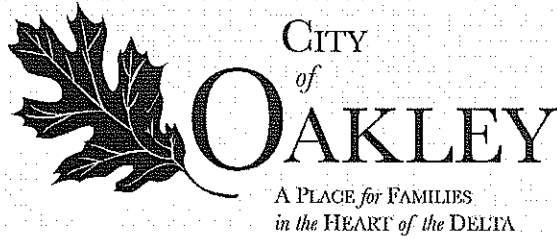


EXHIBIT B SPORTS/ RECREATION FIELDS/COURTS & GROUP PICNIC REGULATIONS

I. GENERAL INFORMATION

1. In accordance with OMC section 6.5.148 all parks are open from dawn to dusk seven days a week. Individual areas may be subject to limited availability due to weather, maintenance requirements or other conditions.
2. City of Oakley group picnic areas are available on a first come, first served basis unless it has been rented. Individuals or groups can apply for a permit to reserve certain facilities noted for exclusive use. A permit is required for any and all league affiliated usage (practice, games, camps and tournaments).
3. Jumpers, large play features, dunk tanks, play features and any other equipment shall only be permitted in a park with prior, written approval of the Parks and Landscape Division Manager who will designate any approved area of the park. Proper liability insurance is required including an endorsement listing the City of Oakley its officials, officers, employees and volunteers as additionally insured. Said insurance may be available from the rental business.
4. Some rentals may require a Temporary Use Permit, applicants will be notified if a Temporary Use Permit is required.
5. The City does not provide bases, balls and/or bats with the rental of ball fields or additional field maintenance. The City does prepare and renovate ball fields at the beginning of each season and provides weekly routine maintenance, safety checks and repairs as needed.
6. Users may not charge admission, fees, request donations, or sell merchandise in the park without written permission from the City.
7. The City reserves the right to require Police supervision for any event. Cost of Police supervision will be charged to the Renter/User.
8. Renter/User groups are expected to leave the area in satisfactory condition (clean and free of damage). All litter and garbage must be disposed of properly. Renter/User will be held responsible for the cost of repair, replacement or clean up.
9. Storage of equipment including portable toilets, equipment lockers and wash facilities at City park facilities is permitted only with prior written approval from the Parks and Landscape Division Manager on a case-by-case basis and only permitted for a limited term.

II. AREA DESIGNATIONS

- **Open turf play areas at selected parks.**
- **Sports Fields and Sports Courts**
- **Group Picnic Areas- Small Summer Lake Park, Large Creekside Park**

IV. SALE OF FOOD OR GOODS

Users may sell foods or goods, but only with prior written approval. Applicants interested in selling food or goods must indicate so on the Parks and Facility Permit Application and in accordance with Oakley Municipal Code Section 5.5.314f, and Contra Costa County Environmental Health Division/ Health Services Division regulations. Non-compliance will result in cancellation of rentals and forfeiture of deposits.

Alcoholic Beverage Policy

In accordance with OMC 6.5.128b alcohol (beer, wine and champagne ONLY) are only allowable with a permit approved by the City Manager and Chief of Police. Any rental requesting to serve alcohol will not be approved until the Alcohol Permit has been approved by the City Manager and Chief of Police.

Rentals involving the sale of alcoholic beverages or the exchange of any type of monetary consideration for alcohol requires proof of an off-premise license from the Department of Alcoholic Beverage Control, or proof of use of a third party with a similar license.

Rentals serving or selling alcoholic beverages are subject to an additional deposit and additional insurance requirements.

III. SPORTS LEAGUE USE

1. League Officials, Managers, and coaches shall thoroughly inspect sports fields before each use to ensure safe conditions. Any unsafe conditions shall be reported to the Parks Division, and the sports field should not be used until further notice.
2. Failure to refrain from organized play or practice on a closed field or failure to comply with the rules and regulations may jeopardize the group or organization's future use of City of Oakley facilities. A renter playing or allowing play on a field which has been closed will be charged a fee to mitigate any damage done to any play surface or landscape.
3. League coordinators, presidents, directors etc. are directly responsible for informing team managers, coaches, players and spectators of policies of field use.

4. No hitting into fencing or backstops with baseballs/softballs.
5. In issuing sports field permits, priority shall be given as follows:
 - City sponsored/hosted activities and events
 - Local School District sponsored programs and events
 - Oakley-based non-profit youth sports (60% minimum Oakley residents)*
 - Oakley-based non-profit adult sports (60% minimum Oakley residents)*
 - Non-Oakley based for-profit youth sports
 - Non-Oakley based for-profit adult sports
 - Profit based business

Oakley residency requires the participant live within the city limits of the City of Oakley. Teams must certify Oakley residency.

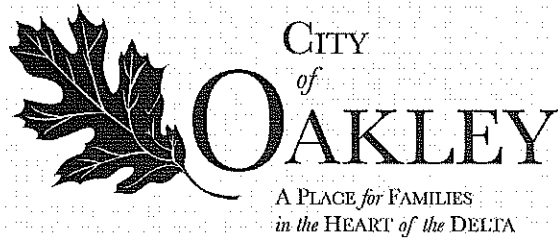
Other factors will influence priority including but not limited to; history of late/non-payment, the opportunity for a Regional, State or National Tournament.
6. Leagues may not transfer, re-assign or sublet fields.
7. Storage of equipment including portable toilets and wash facilities at City parks and facilities is permitted only with prior written approval from the Parks and Landscape Division Manager on a case-by-case basis.
8. All leagues must provide the City of Oakley with proof of insurance consisting of a Certificate of Liability and an additional insured endorsement of comprehensive general liability insurance. The coverage must include the following:
 - a. Name the City of Oakley its officers, agents, employees and volunteers as additionally insured against liability to persons, damages to property and for the death of a person arising or resulting from any act or omission on the part of your organization, its agents or employees.
 - b. Comprehensive general liability insurance policy limits of such insurance shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
 - c. You must provide the City of Oakley with the endorsement 5 business days prior to the start of your event. Each endorsement shall be subject to the approval of the City of Oakley.

The endorsement must specifically list the following:

“The City of Oakley, its officers, agents, employees and volunteers are additional insured.”

You are encouraged to show this language to your insurance agent to ensure this language is included, as required.

9. All Sports League/Organization cancellations for field usage must be made a minimum of 30 days in advance to qualify for a full refund. Reservations cancelled more than 15 days but less than 30 days in advance will receive a 50% refund. Cancellations occurring less than 15 days in advance will forfeit the fees. (City imposed closures due to maintenance or inclement weather will be credited to the Sports League).
10. Sport Leagues/Organizations will incur a late fee of 10% for invoices paid up to 10 days after the due date. Invoices paid more than 10 days late will result in a cancellation of reservations for the month.



**EXHIBIT C
ADDITIONAL CIVIC
CENTER PARK STAGE &
AMPITHEATER
REGULATIONS**

I. GENERAL INFORMATION

Use of Civic Center Plaza is limited to community oriented special events and festivals hosted by Non-profit organizations, with an approved Temporary Use Permit per *Oakley Municipal Code* section 9.1.1606. A Temporary Use Permit must be submitted to the Community Development Department a minimum of 30 days in advance, with the Civic Center Plaza Permit Application. Based on the nature of the event a Special Event/ Road Closure Permit may be required.

The Stage and Amphitheater is available for rental 7 days a week, from 8am to 9:00pm Monday through Thursday and Sunday and 8:00am to 10:00pm Friday and Saturday excluding City observed holidays.

All rental uses taking place on the stage and amphitheater must be open to the public and to all citizens, regardless of age, sex, race, religion, national origin, or disability. Groups using the space must comply with the Americans with disabilities Act and it is the responsibility of the group to provide any and all reasonable accommodations for persons with disabilities in accordance with the Americans with Disabilities Act.

II. AREA DESIGNATIONS

Use of Civic Center Plaza is limited to Civic Center Park and immediate surrounding parking lot only, it does not include the use of City Hall.

III. SALE OF FOOD OR GOODS

Users may sell goods or food products in accordance with Contra Costa County Environmental Health Division/ Health Services Division regulations. Non-compliance will result in cancellation of rentals and forfeiture of deposits.

Alcoholic Beverage Policy

Any renter requesting to serve alcohol will not be approved until the Permit has been approved by the City Manager and Chief of Police. Rentals involving the sale of alcoholic beverages or the exchange of any type of monetary consideration for alcohol requires proof of an off- premise license from the Department of Alcoholic Beverage Control.

Rentals serving or selling alcoholic beverages are subject to an additional deposit and additional insurance requirements.

IV. INSURANCE

Applicants must provide the City of Oakley with proof of insurance for the event per *Oakley Municipal Code 4.16.136* and shall include a rider naming the City of Oakley, its officers, employees and agents as additionally insured with a minimum \$1,000,000 combined single limit per occurrence.

V. FEES

Item	Fee
Temporary Use Permit	\$100 application fee + \$500 deposit
Special Event/ Road Closure Permit (if required)	\$50 application fee Additional fees may apply based on the nature of your event
Park Rental Fee	\$250 per day

VI. ADDITIONAL CONSIDERATIONS

Applicants should contact the following organizations to determine if additional permits apply:

- Alcohol Beverage Control-
- Contra Costa County Fire Protection District-
- Contra Costa County Environmental Health Department

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AMENDING PARK AND FACILITY USAGE POLICIES AND FEE SCHEDULE**

WHEREAS, Oakley residents and the public at large desire the ability to use and reserve the City's Public Parks and Community Facilities for event(s) or activities; and

WHEREAS, Resolution 17-09 created the Parks and Facilities Usage Policy, and

WHEREAS, the City now desires to amend the Parks and Facility Usage Policy

WHEREAS, the Oakley Municipal Code and the Oakley General Plan indicate that the City Council shall enact and adopt rules governing the use of public parks; and

WHEREAS, pursuant to Oakley Municipal Code 6.5.114h specifying that certain fees or any deposits collected by the City for services provided by the City of Oakley shall be paid and collected by the applicant before the effective date of said permit; if said fees or deposits are not paid before the effective date of said permit, then, in that event the permit issued shall be null and void;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the amended Parks and Facilities Usage policy and Fee Schedule attached hereto as Exhibit A shall be the formal method of regulating usage of Parks and Facilities.

PASSED AND ADOPTED, by the City Council of the City of Oakley at a meeting held on the 18th day of November 2014 by the following vote:

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

APPROVED:

ATTEST:

Libby Vreonis, City Clerk

Date



STAFF REPORT

Date: November 18, 2014

To: City Council

From: Bryan Montgomery, City Manager 

SUBJECT: Resolutions regarding participation in the CaliforniaFIRST Program the 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.

Summary

Three related programs have gained increasing popularity that work to assist residents in making improvements to their homes and businesses that focus on renewable energy, energy efficiency and water efficiency:

- "CaliforniaFIRST Program," sponsored by the California Statewide Communities Development Authority ("California Communities")
- Figtree PACE (Property Assessed Clean Energy) Program, which is facilitated by the California Enterprise Development Authority ("CEDA")
- California HERO Program facilitated by the Western Riverside Council of Governments

By taking the recommended action at this Council Meeting, residents of Oakley would be able to take full advantage of these similar energy efficiency programs.

California FIRST Program

The Program allows owners of property in participating cities and counties to finance a variety of energy efficiency improvements authorized by Chapter 29 of Division 7 of the Streets & Highways Code, as amended. The improvements are financed by the issuance of bonds by California Communities and California Communities will levy "contractual assessments" on the owner's property to repay the portion of the bonds issued to finance the improvements on that property.

California Communities is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of California Communities include 57 counties and more than 400 other local agencies throughout California.

The benefits to the property owner include:

- Only property owners who choose to participate in the Program will have assessments imposed on their property.
- In today's economic environment, there may not be attractive private enterprise alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements.
- Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Under California law, the assessment obligation transfers with the property upon sale.
- The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Regional aggregation provided by the CaliforniaFIRST Program may produce a lower borrowing cost.

The potential benefits to the city or county that participates include:

- As in conventional assessment financing, the participating city or county is **not** obligated to repay the bonds issued by California Communities or to pay the assessments levied on the participating properties.
- California Communities handles all assessment administration, bond issuance and bond administration functions.

More information about CaliforniaFIRST is available at: <https://californiafirst.org/>

The proposed resolution authorizes California Communities to accept applications from owners of property within Oakley for financing of authorized improvements through the CaliforniaFIRST Program. It also authorizes California Communities to conduct assessment proceedings and levy assessments against the property of participating owners within Oakley. Any jurisdiction can withdraw from the CaliforniaFIRST Program at any time by passing a resolution rescinding the authorization.

Figtree PACE Program -

Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

Figtree is one of the leading private PACE financing companies operating in the United States today. 82 municipalities throughout California have already joined the

Figtree program which is offered through its JPA partner the California Enterprise Development Authority (CEDA). Together Figtree and CEDA offer the program as a complete turn-key PACE solution without cost to the City. Furthermore, Figtree has agreed to provide indemnification to the City for its participation.

The Figtree PACE program provides 100% upfront financing to residential and commercial property owners for a wide range of eligible property improvements. Repayment is made through a owner's property taxes with flexible repayment terms ranging from 5 to 20 years. PACE may also allow payments to be passed on to a new property owner if the property is sold before the PACE financing is paid in full.

By encouraging City residents and business owners to use energy and water more efficiently, and by developing and supporting renewable energy to power buildings, the Figtree PACE program supports the City's ongoing efforts to bolster the local economy, create new green jobs, and improve quality of life. Adopting the Figtree PACE program also supports the City's climate action plan goals and by helping our residents secure a more sustainable future.

The proposed resolution will allow property owners in the City to voluntarily place assessment liens on their property for the purpose of installing energy efficiency and conservation, water efficiency and conservation and renewable energy generation upgrades.

A review of the benefits of the Program:

If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by CEDA. The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes.

The Figtree Program has been in place since October 2010 and issued its initial bonds in December 2011. Its initial efforts were as a pilot program and it funded seven (7) projects in Fresno, Palm Springs, Clovis and Exeter. The total value of those projects was just over \$800K. The initial Figtree process was fairly labor intensive for cities, however, that process has been streamlined so that cities do not need to form assessment districts themselves and can adopt a resolution allowing CEDA to do so. Since this change, more cities have joined and financing application volumes are increasing.

The ongoing PACE issues involving the Federal Housing Finance Agency (FHFA) and PACE providers were well documented in the October 23, 2013 HERO Staff Report. To address the concerns raised by FHFA Figtree seeks lender consent for all commercial PACE transactions. To mitigate FHFA concerns on residential

transactions Figtree will join the California Alternative Energy and Advanced Transportation Financing Authority's (CAEATFA) Property Assessed Clean Energy (PACE) Loss Reserve Program when its residential program launches in 2015.

Additionally, the Figtree program provides full consumer disclosure prior to approving PACE financing. The Figtree Program makes property owners aware that should they move forward with PACE financing property owners run the risk of having their mortgage accelerated by their mortgage holder. In such instances property owners may need to clear the PACE lien or refinance their existing mortgage. The State of California allows a PACE assessment to be transferred upon sale or refinance. Banks can, however, request that the balance be paid off.

Another important factor to note regarding the proposed Figtree Program is that it is completely non-exclusive; meaning other viable PACE programs would be allowed to operate in the City. There are other PACE programs currently being developed and in varying stages of implementation and its important to note that adoption of the Figtree Program would not preclude the City from implementing other programs. The inclusion of competing programs would provide greater options and potentially greater benefits to the property owners in the City. When these other viable programs are ready to be implemented, they may be brought before Council for consideration.

More information about Figtree PACE Program is available at: <http://www.figtreefinancing.com/>

California HERO Program –

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

The HERO Program has been very successful in Western Riverside County, since its launch in late 2011; the Program has approved over \$1.4 billion in applications and has funded over \$312 million in projects. The California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt a resolution and approve an amendment to the joint exercise of powers agreement related to the California HERO Program to provide this opportunity to its residents.

The benefits to the property owner include:

- *Eligibility:* In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency

improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.

- *Savings:* Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- *100% voluntary:* Property owners can choose to participate in the Program at their discretion.
- *Payment obligation stays with the property:* Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- *Prepayment option:* The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.

The purported benefits to the City include:

- Increase local jobs.
- An increase in housing prices (higher efficient homes are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- Residents have accesses to the California HERO Program without the higher staff costs that an independent program established by the City would require.

More information regarding the California HERO Program is available at: <https://www.heroprogram.com/>

The proposed resolution enables the California HERO Program to be available to owners of property within Oakley and approves an Amendment to the Western Riverside Council of Governments Joint Powers Agreement to add the City as an Associate Member.

Fiscal Impact

None

Recommendation

Adopt the resolutions authorizing the City of Oakley to join the CaliforniaFirst Program, the Figtree PACE Program, the California HERO PROGRAM, and authorizing the City Manager to execute the necessary agreements for membership in the California Enterprise Development Authority and the Western Riverside County Council of Governments through an amendment to its joint powers agreement.

Attachment

1. Resolution Authorizing Membership in CaliforniaFIRST Program
2. Resolution Authorizing Participation in the Figtree PACE Program
3. Resolution Approving Membership in the California Enterprise Development Authority
4. Resolution Authorizing Membership in the California HERO Program and Approving the Amendment to the Western Riverside County Council of Governments joint powers agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF OAKLEY TO JOIN THE CALIFORNIA FIRST PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE INCORPORATED TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Oakley (the "City"); and

WHEREAS, California Communities has established the CaliforniaFIRST program (the "CaliforniaFIRST Program") and will provide financing for certain improvements authorized by Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), including, but not limited to, renewable energy, energy efficiency and water efficiency improvements and seismic strengthening improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within the incorporated territory of the City to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 within the incorporated territory of the City and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements;

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley as follows:

Section 1. This City Council hereby finds and declares that properties in the City's incorporated area will benefit from the availability of the CaliforniaFIRST Program within the incorporated territory of the City and, pursuant thereto, the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 and the issuance of Bonds under the 1915 Act.

Section 2. In connection with the CaliforniaFIRST Program, the City hereby consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within its jurisdiction and the issuance of Bonds under the 1915 Act; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.

(3) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

Section 3. Pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program (the "Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the CaliforniaFIRST program available to all property owners who wish to finance Improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for California Communities in connection with the CaliforniaFIRST Program: Ken Strelo, Sr. Planner.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

Section 6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of California Communities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby authorizes the City participation in the CaliforniaFIRST Program as set forth herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Oakley held on the 18th day of November 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:
ABSTENTIONS:
ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF OAKLEY TO JOIN THE
FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA
ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT
CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY
CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE
CITY OF OAKLEY; AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the City of Oakley (the "City"); and

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and

issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley, as follows:

Section 1. Good Standing. The City is either a municipal corporation or other public body and a member of CEDA in good standing.

Section 2. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 3. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

Section 4. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply

with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 5. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 6. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 7. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

Section 8. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: Ken Strelo, Sr. Planner.

Section 9. City Execution of Documents. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement Figtree PACE for Participating Property Owners.

Section 10. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 11. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

Section 12. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Oakley held on the 18th day of November 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:
ABSTENTIONS:
ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date: _____

EXHIBIT A

CEDA Resolution of Intention

RESOLUTION NO. _____

**RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT
AUTHORITY DECLARING INTENTION TO FINANCE
INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE
ENERGY SOURCES, ENERGY EFFICIENCY AND WATER
EFFICIENCY IMPROVEMENTS IN THE CITY OF _____**

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority organized and existing pursuant to the Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the City of _____ (the “City”) located in the County of _____ (the “County”) to conduct assessment proceedings and to enter into contractual assessments to finance the installation of Authorized Improvements within the jurisdictional boundaries of the City pursuant to Chapter 29; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the City, pursuant to which CEDA, subject to certain conditions set forth below, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are

necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.

- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the City pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that is payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date), and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is

the intention of CEDA to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at ____ A_, for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program

within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner within the City.
- c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.
- e) A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the County, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the County on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in

order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 201__.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Larry Cope, Secretary

EXHIBIT B

Indemnification Agreement

INDEMNIFICATION AGREEMENT

BY AND BETWEEN

**THE CITY OF OAKLEY, CALIFORNIA AND
FIGTREE COMPANY, INC.**

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Oakley, California, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "Public Entity") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

WHEREAS, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

WHEREAS, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment

proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the Public Entity's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent

permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator	Figtree Company, Inc. 9915 Mira Mesa Blvd., Suite 130 San Diego, California 92131 Attn: Chief Executive Officer
-------------------------	--

If to the Public Entity:	City of Oakley, CA 3231 Main Street Oakley, CA 94561 Attn: City Manager
--------------------------	--

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

William R. Galstan, Special Counsel

CITY OF OAKLEY, CA

By _____
Bryan H. Montgomery, City Manager

Date: _____

Figtree Company, Inc., a California corp.

By _____
Name: Mahesh Shah
Title: CEO

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING ASSOCIATE MEMBERSHIP BY THE CITY OF OAKLEY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY

WHEREAS, the City of Oakley, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "Authority") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and the Authority is attached; and

WHEREAS, the City is willing to become an Associate Member of the Authority subject to the provisions of the Associate Membership Agreement.

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

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and

directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. This resolution shall take effect immediately upon its passage.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Oakley held on the 18th day of November 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:
ABSTENTIONS:
ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date: _____

CERTIFICATE OF CLERK OF THE CITY COUNCIL
CITY OF _____

I, _____, Clerk of the City of _____, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of _____ duly and regularly held in the Council Chambers, _____, on ____ ____, 201_, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this ____ day of _____, 201_.

City Clerk
City of _____

ASSOCIATE MEMBERSHIP AGREEMENT
by and between the
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
and the
CITY OAKLEY, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of February 16, 2010, by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, a public entity of the State of California (the "Authority"), and the CITY OF ANAHEIM, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving this Associate Membership Agreement and the execution and delivery hereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:4824-9122-4323.1 2

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

By: _____
Wayne Schell, Chairman of the Board of Directors

Attest:

By: _____
Gurbax Sahota, Assistant Secretary

CITY OF OAKLEY, CALIFORNIA

By: _____
Bryan H. Montgomery, City Manager

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

William R. Galstan, Special Counsel

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF OAKLEY CALIFORNIA,
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S
JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE
DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY
AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE
CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A
CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Oakley (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Oakley as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE)

Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Oakley held on the 18th day of November 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:
ABSTENTIONS:
ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date: _____

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF OAKLEY AS AN ASSOCIATE MEMBER
OF THE WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS TO PERMIT THE PROVISION OF
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM
SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the ___ day of _____, 2014, by City of Oakley (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”);

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. **Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Attn: Executive Director

City:

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

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

CITY OF OAKLEY, CALIFORNIA

By: _____
Bryan H. Montgomery, City Manager

Date: _____

ATTEST:

Libby Vreonis, City Clerk

APPROVED AS TO FORM:

William R. Galstan, Special Counsel