

## AGENDA

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

Tuesday, August 11, 2015  
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.

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A complete packet of information containing staff reports and exhibits related to each item available for public review prior to an Oakley City Council and/or City Council Acting as 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 or 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/pagers turned off during the meeting.)**

## 1.0 OPENING MATTERS

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

#### **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 Presentation of new Ironhouse Sanitary District General Manager Chad Davisson**

## 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 on non-agendized items. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency 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 July 14, 2015 (Libby Vreonis, City Clerk)**

***Oakley City Council***

- 3.2 Waive the Second Reading and Adopt an Ordinance Adding Section 7.2.116 to Chapter 2 of Title 7 of the Oakley Municipal Code Relating to Expedited Procedures for Small Residential Rooftop Solar Systems (Dean Hurney, Building Permit Manager)**
- 3.3 Waive the Second Reading and Adopt an Ordinance Approving a Development Agreement between the City of Oakley and ACD-TI Oakley, LLC Relating to the Project Known as “Dal Porto South, Planning Area 3” Part of the East Cypress Corridor Specific Plan (Ken Strelo, Senior Planner)**
- 3.4 Accept Report Out of Closed Session Memo (William Galstan, Special Counsel)**
- 3.5 Adopt Resolutions Approving the Subdivision Improvement Agreement, Subdivision Annexation and Assessment Authorization Deferral Agreement and Final Map for Subdivision 8728 (Cypress Estates, south end of Fuschia Way, east of Mallard Lane) (Kevin Rohani, Public Works Director/City Engineer)**  
(THIS ITEM IS CONTINUED FROM THE JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY HELD JULY 14, 2015)
- 3.6 Award of Construction Contract for the Hill Avenue Multi-Use Trail Pedestrian Bridge Project, Capital Improvement Project Number 39 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.7 Vacation of Roadway Dedication, 12’ wide alley west of Second Street, between Main Street and East Acme Street (Kevin Rohani, Public Works Director/City Engineer)**
- 3.8 Re-Adopt the Housing-Related Parks Program (HRP Program) Resolution (Joshua McMurray, Planning Manager)**
- 3.9 Quarterly Investment Report (4<sup>th</sup> Quarter FY 2014-2015) (Paul Abelson, Finance Director)**
- 3.10 Update on Marijuana Cultivation Ordinance (William Galstan, Special Counsel)**
- 3.11 A Resolution Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure (Bryan Montgomery, City Manager)**
- 3.12 Adoption of the Personnel Policies Manual for the Oakley Police Department (Bryan Montgomery, City Manager)**

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

**3.13 Quarterly Investment Report (4<sup>th</sup> Quarter FY 2014-2015) (Paul Abelson,  
Finance Director)**

**3.14 Resolution Approving a Recognized Obligations Payment Schedule for the  
Six Month Period January to June 2016 (Paul Abelson, Finance Director)**

**4.0 PUBLIC HEARINGS**

***Oakley City Council***

**4.1 5700 Main Street Preliminary General Plan Amendment (PA 03-15)  
APN's: 033-100-004 and 005 (Joshua McMurray, Planning Manager)**

Staff recommendation:

- Open the Public Hearing
- Receive the Staff Report
- Receive Public Testimony
- Close the Public Hearing
- Deliberate
- Summarize the Deliberation
- Provide Direction to Staff

**4.2 Ordinance Regulating Massage Businesses (William Galstan, Special  
Counsel)**

Staff recommendation:

- Open the Public Hearing
- Receive the Staff Report
- Receive Public Testimony
- Close the Public Hearing
- Deliberate
- Summarize the Deliberation
- Specify to Staff any amendments to the Ordinance during Motion
- Waive the First Reading and Introduce the Ordinance

## 5.0 REGULAR CALENDAR

### *Oakley City Council*

- 5.1 An Urgency Ordinance Authorizing an Amendment to Contract between the Board of Administration of the California Public Employees Retirement System (CalPERS) and the City of Oakley to Include a New Police Category (Bryan Montgomery, City Manager) (Note: 4/5 Vote Required for Adoption)**

## 6.0 REPORTS

### **6.1 CITY MANAGER**

**(a) City Manager**

- (b) Designate a Voting Delegate and up to Two Alternate Voting Delegates for the League of California Cities Annual Conference to be held September 30-October 2, 2015 in San Jose, California (Libby Vreonis, City Clerk)**

### **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

### *Oakley City Council*

- 7.1 City of Oakley Strategic Energy Planning Work Session (Ken Strelo, Senior Planner)**
- 7.2 Affordable Housing Overlay Zone Work Session (Joshua McMurray, Planning Manager)**
- 7.3 City Logo Design Work Session (Lindsey Bruno, Recreation Manager)**

## 8.0 CLOSED SESSIONS

### *Oakley City Council*

#### **8.1 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to subdivision (b) of California Government Code Section 54956.9:

Three potential cases.

#### **8.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code Section 54957)**

**Title: City Manager**

#### **8.3 Report Out of Closed Session (William Galstan, Special Counsel)**

## 9.0 ADJOURN

**Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council acting as the Successor Agency to the Oakley Redevelopment Agency  
July 14, 2015**

**1.0 OPENING MATTERS**

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

**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**

Mayor Hardcastle called the meeting to order at 6:32pm in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Doug Hardcastle, Kevin Romick, Randy Pope, Sue Higgins and Vanessa Perry were present.

**1.2 Pledge of Allegiance to the Flag**

Mayor Hardcastle led the Pledge of Allegiance to the Flag.

**1.3 Proclamation Honoring Jeremy "Lumpy" Sturgill (Councilmember Higgins)**

Mayor Hardcastle read and presented the proclamation to Marci Sturgill. She thanked the City Council.

**1.4 Proclamation Recognizing July 2015 as Parks and Recreation Month in the City of Oakley (Lindsey Bruno, Recreation Manager)**

Mayor Hardcastle read and presented the proclamation to Recreation Manager Lindsey Bruno. She thanked the City Council.

**1.5 Presentation by Randy Iwasaki, Executive Director, Contra Costa Transportation Authority**

Randy Iwasaki, Executive Director of the Contra Costa Transportation Authority, provided a presentation to the City Council regarding past and future technology in transportation including, faster emerging internet connectivity, rapid pace technology, autonomous vehicles and freight trucks, auto connectivity, cities connecting with technology and intermodal innovations. He shared information regarding the GoMentum Station CV/AV Program and that it will provide economic growth, job creation, efficient mobility and a healthier environment.

## 2.0 PUBLIC COMMENTS

### Online Comment Forms

Randi Adler expressed discontent with Richmond American Homes for blocking driveways and shutting off water and power in her residential neighborhood. She commented she is providing notice to the City of Oakley that she will pursue litigation if needed.

### Public Comment Cards

Susan Morgan, Director of Ironhouse Sanitary District (ISD), provided an update and handout regarding ISD's residential recycled water fill station available to Oakley and Bethel Island residents. She shared that ISD has documented an increase of usage of residential recycled water and ISD would like to continue to keep the fill station open after the drought. She mentioned the station is located at 450 Walnut Meadows Drive in Oakley and it is open Monday and Wednesday, 12pm-7pm and Saturday, 8am-12pm. She also mentioned additional information can be found at [www.ISDP2.org](http://www.ISDP2.org).

Dan and Sandra Mathisen introduced their new business, Dan's Delta Outdoors, located at 1625 Main Street, Suite 1008. Dan shared they are excited to bring business back to Oakley and plan to bring 11 events to Oakley in the next year. He thanked the City Council for taking care of the City.

Mayor Hardcastle thanked Mr. and Mrs. Mathisen for investing in Oakley.

## 3.0 CONSENT CALENDAR

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

- 3.1 Approve the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting held June 23, 2015 (Libby Vreonis, City Clerk)**

### ***Oakley City Council***

- 3.2 Waive the Second Reading and Adopt Zoning Ordinance Text Amendments to Oakley Municipal Code Sections 9.1.202 (Definitions), 9.1.404 (Single-Family Residential Districts), 9.1.1502 (Nonconforming Uses) and 9.1.1604 (Design Review) (RZ 03-15) (Ken Strelo, Senior Planner)**
- 3.3 Adopt Resolutions Approving the Subdivision Improvement Agreement, Subdivision Annexation and Assessment Authorization Deferral Agreement and Final Map for Subdivision 8728 (Cypress Estates, south end of Fuschia Way, east of Mallard Lane) (Kevin Rohani, Public Works Director/City Engineer)**



(ACTION WAS TAKEN TO CONTINUE THIS ITEM TO THE JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY TO BE HELD AUGUST 11, 2015, AS RECOMMENDED BY STAFF)

- 3.4 Adopt a Resolution Approving an Agreement with BKF Engineers, Inc. for Engineering Design Services Associated with Capital Improvement Project Number 165-Main Street Rehabilitation Project (Norcross Lane to 2<sup>nd</sup> Street) (Kevin Rohani, Public Works Director/City Engineer)**
- 3.5 Ratify Election: Approval of Ordinance No. 07-15, Establishing Zone 154 for a Special Tax for Police Protection for Subdivision 9104 (Kevin Rohani, Public Works Director/City Engineer) (Note: 2/3 vote required of voters participating in the election)**
- 3.6 Adopt a Resolution Approving an Agreement with TJKM Transportation Consultants for Engineering Services Associated with the City of Oakley Traffic Model (Kevin Rohani, Public Works Director/City Engineer)**
- 3.7 Waive the First Reading and Introduce an Ordinance Adding Section 7.2.116 to Chapter 2 of Title 7 of the Oakley Municipal Code Relating to Expedited Procedures for Small Residential Rooftop Solar Systems (Dean Hurney, Building Permit Manager)**
- 3.8 Adopt a Resolution Authorizing the Purchase of Two Radar Trailers (Dan Gomez, Chief of Police)**
- 3.9 Adopt a Resolution Awarding a Professional Services Agreement for "On-Call" Materials Testing Services with Cal Engineering and Geology, Inc. (Kevin Rohani, Public Works Director/City Engineer)**
- 3.10 Approve Plans and Specifications for the Hill Avenue Multi-Use Trail Pedestrian Bridge Project, CIP No. 39 and Authorize Staff to Advertise the Project for Bid (Kevin Rohani, Public Works Director/City Engineer)**
- 3.11 Adopt a Resolution Requesting Participation in Police Officers Standards and Training Program (Bryan Montgomery, City Manager)**
- 3.12 Investment Policy for FY 15-16 (Paul Abelson, Finance Director)**
- 3.13 Confirm Citywide Unreimbursed Mandatory Subscription and Other Abatement Costs at June 30 and Authorize Lien and Direct Assessment Collection on the 2015-2016 Tax Roll (Troy Edgell, Code Enforcement Manager)**

Items 3.3 and 3.13 were pulled from the Consent Calendar for discussion.

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

### Item 3.3

It was moved by Councilmember Pope and seconded by Councilmember Perry to continue item 3.3 to the Joint Meeting of the Oakley City Council / Oakley City Council Acting as Successor Agency to the Oakley Redevelopment Agency to be held August 11, 2015, as recommended by staff. Motion was unanimous and so ordered. (5-0)

### Item 3.13

City Manager Bryan Montgomery mentioned Attachment 2 to the staff report had been amended and provided to the City Council.

### Online Comment Forms

No online comment forms were submitted for the Consent Calendar.

### Public Comment Card

No public comment cards were submitted for the Consent Calendar.

It was moved by Councilmember Pope and seconded by Vice Mayor Romick to approve item 3.13, accepting Attachment 2 as amended. Motion was unanimous and so ordered. (5-0)

Before Item 4.1 was considered, Mayor Hardcastle announced Item 5.3 would be considered as the person representing CalPERS had a limited period of time to conference into the meeting.

## 4.0 PUBLIC HEARINGS

### ***Oakley City Council***

#### **4.1 Dal Porto South Subdivision 9401 Vesting Tentative Map and Development Agreement (TM 02-15, DA 01-15) (Ken Strelo, Senior Planner)**

Senior Planner Ken Strelo presented the staff report. He provided handouts and commented on a couple of amendments to the resolution, including amending the indemnity condition of approval and that the applicant shall pay its share of fees as set forth in the Transition Agreement.

Councilmember Pope inquired if the gas well in the middle of the lake would be underwater.

Mr. Strelo explained the gas well will be above water; however, the equipment will be screened from view by fencing and landscaping to blend into the neighborhood.

Councilmember Pope requested softening, transitioning, landscaping and fencing the gas well and consolidating all gas wells within the project.

Mr. Strelo explained that Councilmember Pope's requests can be addressed in the Conditional Use Permit.

Mayor Hardcastle inquired if the City has authority to compel a property owner to silence well drilling.

City Attorney Derek Cole explained the City has no authority to compel a property owner to silence well drilling at certain times; however, a condition of the Conditional Use Permit can be proposed and considered by the City Council to mitigate hours of operation of well drilling for the benefit of the neighborhood.

#### Online Comment Forms

No online comment forms were submitted for Item 4.1.

#### Public Comment Card

Dennis Broderick expressed concern with regard to items 4.1 and 4.3 in relation to new construction. He requested the City Council consider a sound wall on both sides of the connector roads, traffic lights to gain frontage access from other roads, not reducing the existing width of E. Cypress Road as many trailers access the road, replacing any well that goes dry, and not place cul-de-sacs in front of existing property owners' driveways. He inquired if the levy specifications are different from the U.S. Army Corps of Engineers specifications, how the lake will be filled if the drought continues, and if the trails will be equestrian-friendly.

Mr. Strelo responded that staff had already responded to Mr. Broderick's comments by email, but Mr. Broderick also wanted to go on record. Mr. Strelo explained that there is no traffic signal planned at the location Mr. Broderick references, he will research the road width and trails concerns, the levies are designed to Reclamation District 799 standards (Oakley does not have its own standards), he is not aware of any previous or foreseen issues with wells running dry as they are typically 30-150 feet deep, the lake will be filled with reclaimed water and will function as a storm water retention basin, and the existing road will become the frontage road (cul-de-sacs). Mr. Strelo further explained there will be a traffic signal located at a nearby intersection, but there will not be a traffic signal in the area further to the west that Mr. Broderick referenced.

Councilmember Pope inquired if there is a median across the frontage road.

Mr. Strelo responded that an open median exists.

It was moved by Councilmember Higgins and seconded by Vice Mayor Romick to adopt the resolution as amended to include screening and landscaping of the gas well site and waive the first reading and introduce the ordinance. Motion was unanimous and so ordered. (5-0)

#### **4.2 Farr Minor Subdivision MS 15-976 (TPM 02-15) (Ken Strelo, Senior Planner)**

Senior Planner Ken Strelo presented the staff report.

##### Online Comment Forms

No online comment forms were submitted for Item 4.2.

##### Public Comment Card

No public comment cards were submitted for Item 4.2.

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

#### **4.3 Leshar Subdivision 9404 Vesting Tentative Map (TM 03-15) (Ken Strelo, Senior Planner)**

Senior Planner Ken Strelo presented the staff report. He provided handouts and commented on a couple of amendments to the resolution, including amending the indemnity condition of approval and that the applicant shall pay its share of fees as set forth in the Transition Agreement. He also commented that a condition was added to require a statement to be recorded to notify future property owners that their property is located near an existing dog kennel and veterinarian hospital.

Councilmember Pope expressed concern regarding the small lot size and inquired what type of product would be placed on the lots. He explained 2-3 story homes being placed on 3,000 square foot lots doesn't appear to fit the character of Oakley. He inquired if standard set backs will apply.

Mr. Strelo explained that the design has not yet been provided, but a 3-story option would likely leave more ground room.

Councilmember Perry inquired if the surrounding homes will be 1-2 story.

Vice Mayor Romick inquired what the requirements are for multi-family homes in the proposed development area. He commented that he shares some of Councilmember Pope's concerns about the lot size, but also recognizes that some people may be looking for options other than large lots and large homes and if Oakley can provide alternative housing options, it may attract a wider variety of people in the community.

Owen Poole, on behalf of the applicant for items 4.1, 4.2 and 4.3, explained that the homes will be detached, 2-3 story and 1,800-2,600 square feet, but the applicant would be willing to conditioning 2-story homes if the City Council prefers. He added that this style of home is preferred in other Bay Area cities providing benefits of low outdoor maintenance while enjoyment of a detached home. He also added there is no development plan for the architecture, but the developer will be sensitive to the master

plan of the site for cohesiveness as the same developer will be developing all five properties in the area and wants to create a great community.

Mayor Hardcastle inquired if building can occur on wetlands.

Mr. Poole responded that building cannot occur on wetlands and the applicant is preserving more wetlands than required.

#### Online Comment Forms

No online comment forms were submitted for Item 4.3.

#### Public Comment Card

No public comment cards were submitted for Item 4.3.

It was moved by Vice Mayor Romick and seconded by Councilmember Higgins to adopt the resolution as amended. Motion was unanimous and so ordered. (5-0)

#### **4.4 Declare the Annexation of Territory to Zones 1A, 2A, 3-21A and 3-23, Consider Confirming the Diagrams and Assessments and Ordering the Levy and Collection of the Annual Assessments for Fiscal Year 2015-2016 for the City of Oakley Street Lighting and Landscape Assessment District No. 1 (Kevin Rohani, Public Works Director/City Engineer)**

Public Works Director/City Engineer Kevin Rohani presented the staff report.

City Clerk Libby Vreonis tabulated the assessment ballots. She announced that there is a majority approval to annex parcels 041-021-029 and 034-250-008 to Lighting and Landscape Assessment District No. 1 and having received no protests, proceedings may continue.

#### Online Comment Forms

No online comment forms were submitted for Item 4.4.

#### Public Comment Card

No public comment cards were submitted for Item 4.4.

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

## 5.0 REGULAR CALENDAR

### *Oakley City Council*

#### **5.1 Review of Administrative Hearing Officer's Decision Regarding Four Properties (600 & 631 Mockingbird Lane, 245 Robinwood Avenue, 10 Golden Eagle Court, Oakley, California) Subject to the City's Rental Inspection Program (Libby Vreonis, City Clerk)**

City Clerk Libby Vreonis presented the staff report.

David W. Gwynn, owner of the four properties, explained he is not objecting to the Rental Inspection Program; he is objecting to the citations issued for properties that are already being inspected by the Home Owners Association (HOA) 12 times per year. He inquired if the City council has received his email comments as he requested and the City Council confirmed it had.

Councilmember Pope inquired if there are any HOA's in the City that are qualified or could be qualified to act on behalf of the City for inspections to relieve some of the burden from Code Enforcement staff.

City Manager Bryan Montgomery responded that there is not a current process in place to allow for HOA's to act on the City's behalf for inspections and he is doubtful that it would be successful as some properties located in that particular HOA and other HOA's within Oakley have numerous code violations as shown in the attachments to the staff report. He added that even if the HOA's acted on behalf of the City, staff would still have to review the work of the HOA's.

Councilmember Perry commented that allowing the HOA's to act on behalf of the City would not cure the issue of violations as there are numerous code violations existing in several HOA's within the City.

#### Online Comment Forms

No online comment forms were submitted for Item 5.1.

#### Public Comment Card

No public comment cards were submitted for Item 5.1.

It was moved by Councilmember Pope and seconded by Councilmember Perry to affirm the Administrative Hearing Officer's decision. Motion was unanimous and so ordered.  
(5-0)

**5.2 Adopt an Urgency Ordinance Prohibiting the Cultivation of Marijuana within the City of Oakley Limits on an Interim Basis (Derek Cole, City Attorney)  
(Note: 4/5 Vote Required)**

City Attorney Derek Cole presented the staff report. He emphasized that Proposition 215 only created immunity to criminal defense for patients or caregivers of patients to possess a "reasonable amount" for which marijuana can be used for a medical condition and that Senate Bill 420 expanded the scope of criminal immunity defense to include dispensary and cooperative language, but marijuana has not been legalized in California. He added that ordinances adopted by other cities such as Live Oak, California, the ordinance in which the proposed ordinance for Oakley was modeled upon, have been upheld by the courts. He explained the proposed ordinance is a civil ordinance to protect the health, safety and welfare of the City's residents.

Mayor Hardcastle inquired if similar ordinances have already been upheld in court.

Mr. Cole explained that the Supreme Court has ruled that cities have police power to regulate dispensaries (same logic applies to cultivation) and there have also been 2-3 other rulings regarding cultivation which support the proposed ordinance.

Councilmember Higgins requested clarification regarding the "at least 30 feet from any adjoining structures" requirement. She inquired if it would include cultivation in sheds.

Mr. Cole explained that "adjoining" means a line drawn 30 feet from any neighboring structure. He added that if the City Council feels 30 feet is too far, it can direct staff to change it.

Online Comment Forms

Chuck Varnado commented the proposed ordinance seems overly restrictive. He suggested restricting indoor growing and requiring odor control.

Ron Borland urged the City Council to oppose the proposed ordinance. He suggested ordinances regulating electrical systems, lighting and nuisances already exist to address many of the concerns associated with marijuana cultivation raised in the staff report. He indicated polls show the majority of Americans support legalization of marijuana.

Public Comment Card

Roberto Ramos requested the City Council afford a discussion regarding marijuana cultivation the same amount of time as afforded other code enforcement issues.

Ric Onalfo was not present to speak but commented marijuana cultivation is the only way his friend can afford marijuana. He suggested no restrictions on cultivation and that zoning areas must be considered.

Keith Schatek requested the City Council spend more time on the matter. He expressed he would like to work with the City toward a co-habitable solution.

Saxon Pesko requested the City Council not adopt the proposed ordinance so quickly as other items still need to be carefully addressed (i.e., how the ordinance will impact residents with plants already in the ground).

Paul Kodydeil commented organic growth is preferred for medical reasons. He recommended the proposed ordinance be examined more carefully and he would be happy to set up a committee to work with the City.

James Fahmie opposed the proposed ordinance, indicating people like to relax and unwind and people should be able to smoke marijuana if it doesn't bother anyone.

John Santos, caregiver for Sam Hall, explained that Mr. Hall has incurred amputations at his knees and consumes marijuana daily. Mr. Hall joined Mr. Santos by conference call. Both opposed the proposed ordinance as written.

Shawn Pastrana commented he has a medical marijuana card and prescriptive drugs are not working. He expressed opposition to the proposed ordinance and suggested the City Council focus on other issues in the community.

Joanna Hossack commented she is an attorney speaking on behalf of the medical marijuana community and requested the City Council consider the implications of the proposed ordinance for people with plants already in the ground. She added that a decision should not be made based on fears (i.e., odor, burglaries, and electrical issues); fears should be discussed.

Brian Elliff volunteered to develop a community task force to work together with the City Council regarding a cultivation ordinance. He commented that upon approval of the proposed ordinance it will be illegal to have plants in the ground which will impact many people.

Attorney James Anthony commented that removal of plants already in the ground would result in an unconstitutional taking without just compensation. He suggested the City Council wait for the results of AB 266 next month and create a task force to fairly balance competing concerns.

Sylvia Ray shared her husband has cancer and they support cultivation for its cost efficiency and to relieve pain. She requested the City Council slow down and work with residents to figure out how to proceed together.

Mr. Cole commented that marijuana cultivation is not allowed in Oakley. He explained that in order to have land use, there must be a zoning ordinance that is permitted by right. He added that the Oakley Municipal Code is silent, but it is implied that there is a prohibition; the proposed ordinance would make it an expressed prohibition.



Councilmember Perry commented that she does not agree with the ordinance as it is written. She added that she disagrees with prohibiting the sale of marijuana to dispensaries. She explained she believes marijuana can provide relief for people with medical issues (i.e., cancer).

Councilmember Higgins commented she believes in medical marijuana for medical uses only. She inquired how long the grow season lasts and suggested the number of plants per person be limited.

Councilmember Pope suggested the proposed urgency ordinance be adopted, but amended to provide a grandfather clause for plants already in the ground and allow growth under certain conditions until a permanent ordinance can be structured. He also suggested a stay of enforcement for the 45-day period the proposed urgency ordinance would be effective. He expressed he does not want to see a large commercial operation coming into Oakley if no ordinance exists.

Vice Mayor Romick commented more discussion is needed to invite comments from the entire community as the comments this evening appear one-sided. He added that he would be concerned with a large grower placing plants in the ground during the 45-day period the proposed urgency ordinance is effective, before further discussion can take place.

Mayor Hardcastle commented he understands the benefits of marijuana for physical and mental disorders, but everything has limitations and the City Council must look out for the entire community.

It was moved by Councilmember Pope to amend the proposed urgency ordinance to allow for a patient or his or her caretaker as provided for by Proposition 215 to have marijuana plants that have been planted in Oakley prior to or on the effective date of the ordinance for personal use.

Councilmember Higgins requested the motion be amended to include "personal medical use" which Councilmember Pope accepted.

Vice Mayor Romick seconded the motion.

AYES: Pope, Romick; NOES: Hardcastle, Perry; ABSTENTION: Higgins.

It was moved by Mayor Hardcastle to adopt the urgency ordinance as proposed in its original format. The motion died for lack of a second.

City Manager Bryan Montgomery indicated that without Council consensus, staff will cease working on an ordinance.

**5.3 Resolution of Intention to Approve an Amendment to Contract between the Board of Administration of the California Public Employees Retirement System (CalPERS) and the City of Oakley to include a new Police Category (Bryan Montgomery, City Manager)**

Item 5.3 was considered before Item 4.1.

City Manager Bryan Montgomery presented the staff report and announced that the actuary study is available for public review. He introduced Fritzi Archuleta on behalf of CalPERS who joined the meeting via conference call. There were no questions for Ms. Archuleta.

Mayor Hardcastle mentioned there have been discussions at previous meetings about bringing Police services in-house.

Councilmember Perry commented that the City is saving more money than the previous estimates received.

Mr. Montgomery added that 50% is to be paid by officers; therefore, the savings helps the City even more.

Online Comment Forms

No online comment forms were submitted for Item 5.3.

Public Comment Card

No public comment cards were submitted for Item 5.3.

It was moved by Vice Mayor Romick and seconded by Councilmember Perry to adopt the resolution. AYES: Hardcastle, Higgins, Perry, Romick. NOES: Pope. (4-1)

**5.4 3330 Main Street Design Review (DR 08-15) – Design Review for Facade Improvements to a Commercial Building Located at 3330 Main Street. APN: 037-160-027 (Joshua McMurray, Planning Manager)**

Planning Manager Joshua McMurray presented the staff report.

Mayor Hardcastle inquired if there is a cost estimate and Mr. McMurray replied “not yet”.

Councilmember Perry inquired what happens to the improvements if the State does not allow the City to acquire the property.

City Manager Bryan Montgomery explained that either way the City is still the custodian of the building and staff recommends the improvements as a positive enhancement to Oakley's Downtown area.

Councilmember Pope inquired if a loan would be provided for the improvements and if the property would be encumbered.

Mr. Montgomery explained that a grant or loan would be made up to 90% of the improvement value and that the property would not be encumbered.

Mayor Hardcastle inquired if the added value of the improvements could potentially benefit the State in the future.

Mr. Montgomery explained the appraised value of the property is already set; therefore, he does not believe the value of the improvements could be added to benefit the State.

#### Online Comment Forms

No online comment forms were submitted for Item 5.4.

#### Public Comment Card

No public comment cards were submitted for Item 5.4.

It was moved by Councilmember Pope and seconded by Councilmember Perry to proceed with the design as presented. Motion was unanimous and so ordered. (5-0)

### **5.5 FY 2014-15 Fourth Quarter Report on the Capital Improvement Program (Kevin Rohani, Public Works Director/City Engineer)**

Public Works Director/City Engineer Kevin Rohani presented the report.

Councilmembers Perry and Higgins thanked Mr. Rohani and staff for doing a great job.

Mayor Hardcastle complimented Mr. Rohani on how quickly he responds to everyone.

#### Online Comment Forms

No online comment forms were submitted for Item 5.5.

#### Public Comment Card

No public comment cards were submitted for Item 5.5.

No action was required of the City Council.

## 6.0 REPORTS

### **6.1 CITY MANAGER**

#### **(a) City Manager**

City Manager Bryan Montgomery thanked City staff for their work and the City Council for their support with the Cityhood Celebration. He mentioned staff welcomes any suggestions for the event to be held next year. He announced the next Movie in the Park, *Lego Movie*, will be held July 25 and the next City Council meeting will be held August 11.

### **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 Pope commented the Cityhood Celebration was great and he recommended the food and beverage areas expanded as they were heavily impacted this year. He mentioned there was a vote of no confidence taken by the firefighters of the East Contra Costa Fire Protection District against the Fire Chief. He mentioned it is important that the public have enough resources on their properties to fight fires until a fire fighting unit can arrive as there will be delays with only 9 firefighters in the District. He announced the next East Contra Costa Fire Protection District meeting will be held August 3 at City Hall beginning at 6:30pm.

Councilmember Perry commented that the Cityhood Celebration was great. She announced she attended a Chamber of Commerce Mixer, the Chamber of Commerce will host a free "Dog Days of Summer" event at La Grande event center Saturday, July 18, 12pm-6pm, and the "Walk to Fight Suicide" will be held Saturday, October 10, at Cypress Grove Community Park in Oakley.

Vice Mayor Romick complimented City staff on the Cityhood Celebration. He mentioned attendance at the event was good considering Antioch and Pittsburg also had fireworks. He mentioned the event is not always held on July 4<sup>th</sup>, but happened to fall on that date this year and staff worked hard to secure vendors, but some were difficult to secure for the holiday.

Mayor Hardcastle thanked Parks and Recreation and You, Me, We=Oakley! for organizing a successful Cityhood event. He announced he attended a recent Mayors Conference meeting, but will not be able to attend the October 6 meeting in Oakland regarding storm water run-off. He requested Vice Mayor Romick to attend in his absence.

Councilmember Higgins announced the Oakley Library will hold a meeting July 20 beginning at 6:30pm at City Hall to solicit community input regarding support for building a new stand-alone library. She also announced she attended Dan's Delta Outdoors grand opening and that she and Councilmember Perry will meet with the Pittsburg City Council to discuss the "Walk to Fight Suicide".

**(b) Requests for Future Agendas**

There were no requests for future agendas.

Mayor Hardcastle announced an 8-minute break at 9:32pm. The City Council reconvened at 9:40pm.

**7.0 WORK SESSIONS-None**

**8.0 CLOSED SESSION**

***Oakley City Council***

**8.1 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:

Two potential cases.

**8.2 Report Out of Closed Session (Derek Cole, City Attorney)**

City Attorney Derek Cole announced that no reportable action was taken as to one matter and direction was given to initiate litigation regarding the other matter.

**9.0 ADJOURN**

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

Respectfully Submitted,

Libby Vreonis  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADDING  
SECTION 7.2.116 TO THE OAKLEY MUNICIPAL CODE, RELATING TO  
EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP  
SOLAR SYSTEMS**

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

Section 1. Section 7.2.116 is hereby added to Chapter 2 of Title 7 of the Oakley Municipal Code, to read as follows:

Section 7.2.116 Amendments to the California Building Code Dealing with Small Residential Rooftop Solar Systems.

A. The following words and phrases as used in this section are defined as follows:

“Electronic submittal” means the utilization of one or more of the following:

1. e-mail,
2. the internet,
3. facsimile.

“Small residential rooftop solar energy system” means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

B. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.

C. The checklist shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.

D. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

E. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire chief. If the system fails inspection, a subsequent inspection is authorized.

F. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. The determination of incompleteness may be appealed to the City Council.

G. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

H. Fees for permitting small rooftop residential energy systems shall comply with Government Code Sections 65850.55, 66015, 66016 and Health & Safety Code Section 17951.

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 \_\_\_\_\_, 2015 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



**ORDINANCE NO. XX-15**

**AN ORDINANCE OF THE CITY OF OAKLEY CITY COUNCIL  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OAKLEY  
AND ACD-TI OAKLEY, LLC RELATING TO THE PROJECT KNOWN AS "DAL  
PORTO SOUTH, PLANNING AREA 3" PART OF THE EAST CYPRESS CORRIDOR  
SPECIFIC PLAN**

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***RECITALS***

**WHEREAS**, the City has enacted a Development Agreement Ordinance, Title 9, Chapter 3 of the Municipal Code establishing the procedures and requirements for the consideration of development agreements pursuant to California Government Code Section 65864 et seq.; and

**WHEREAS**, on February 26, 2015, Owen Poole of ACD-TI Oakley, LLC ("Applicant") submitted a request for approval of a development agreement for the property referred to as Dal Porto South and occupying "Planning Area 3" of the East Cypress Corridor Specific Plan ("Project") 032-050-003; and

**WHEREAS**, on July 14, 2015, the City Council adopted Resolution \_\_-\_\_, approving a vesting tentative map for Dal Porto South Subdivision 9401 (TM 02-15); and

**WHEREAS**, the East Cypress Corridor Specific Plan Revised Final EIR identifies potentially significant environmental impacts and related mitigation measures, which mitigation measures shall apply to development in the Specific Plan Area; and

**WHEREAS**, the Revised Final EIR also identifies potentially significant environmental impacts that will remain significant despite adoption of the mitigation measures that will apply to development in the Specific Plan Area, and for which the City adopted a statement of overriding considerations pursuant to CEQA; and

**WHEREAS**, the components of the Revised Final EIR are separately bound documents, incorporated herein by reference, and are available for review in the City's Planning Division. The custodian of the documents and other materials which constitute the record of proceedings for the East Cypress Corridor Specific Plan and the Revised Final EIR is the City of Oakley Community Development Director at 3231 Main Street, Oakley, California 94561; and

**WHEREAS**, on March 10, 2009 the City Council adopted City Council Resolution 46-09 certifying the East Cypress Corridor Specific Plan Revised Final EIR, making certain findings concerning environmental impacts and mitigation measures, adopting a mitigation monitoring program, making findings concerning alternatives, and adopting a statement of overriding considerations in connection with the East Cypress Corridor Specific Plan; and

**WHEREAS**, on March 24, 2009, the City Council adopted City Council Ordinance 10-09 with the second reading waived, making findings and adopting the East Cypress Corridor Specific Plan; and

**WHEREAS**, on July 14, 2015, the City Council held a properly noticed public hearing at which it considered the Project's Development Agreement, Staff's Report, Oakley 2020 General Plan, the City's Zoning and Subdivision Ordinances, the East Cypress Corridor Specific Plan, the Revised EIR, and all comments received in writing and all testimony received at the public hearing (together the "Record"); and

**WHEREAS**, development of the Project in accordance with the Development Agreement will be consistent with the approved Vesting Tentative Map for the project and will provide for orderly growth consistent with the goals, policies, and other provisions of the General Plan; and

**WHEREAS**, in exchange for the foregoing benefits to the City, the Development Agreement vests Developer's right to develop the Project as approved by the City Council, subject to the terms and conditions contained in the Development Agreement and the conditions of approval for the Vesting Tentative Map and other discretionary approvals for the Project. The Development Agreement is intended to grant Developer a vested right to develop the project as provided therein, and to provide the City with certain binding assurances with respect to the nature, scope and timing of such development and related public improvements; and

**WHEREAS**, for those reasons, the City has determined that the project is a development for which the Development Agreement is appropriate in order to achieve the goals and objectives of the City's land use planning policies; and

**WHEREAS**, on the basis of (a) the foregoing Recitals, (b) the City of Oakley 2020 General Plan, (c) the Revised EIR, and (d) the specific conclusions set forth below, as supported by substantial evidence in the Record.

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

#### SECTION 1. Findings

Pursuant to Chapter 9.3 of the Oakley Municipal Code, the City Council of the City of Oakley hereby finds and determines as follows:

A. Regarding the application requesting approval of a Development Agreement between the City of Oakley and ACD-TI Oakley, LLC for the property known as "Dal Porto South" and Planning Area 3 of the East Cypress Corridor Specific Plan:

1. The Project is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the East Cypress Corridor Specific

Plan. The Project will consist of 403 residential lots, a neighborhood park, community park, lake, and a 300-year storm event levee, and other improvements consistent with Planning Area 3 of the adopted East Cypress Corridor Specific Plan. The Project is consistent with Policies 2.2.1 through 2.2.6 and other residential development policies in the Oakley 2020 General Plan: it is a predominantly residential master-planned development; the scale and appearance of the proposed structures will be compatible with the existing character of the City; it will not introduce incompatible uses into existing residential areas; it will reasonably avoid disruptive traffic; and it will pay its fair share for necessary public services and infrastructure;

2. The Project is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located in that the project is designed in substantial compliance with the conceptual development plan approved in the East Cypress Corridor Specific Plan, and has received an entitlement for a vesting tentative map;
3. The Project is in conformity with public convenience, general welfare and good land use practice. The Revised East Cypress Corridor Specific Plan EIR, certified March 10, 2009 by Resolution No. 46-09, identified and provided mitigation measures for significant environmental impacts associated with development of the East Cypress Corridor Specific Plan. The Development Agreement authorizes development consistent with the East Cypress Corridor Specific Plan and approved vesting tentative map;
4. For the reasons set forth in Finding 3, the Project will not be detrimental to the health, safety and general welfare; and
5. The Project will not adversely affect the orderly development of property. The Project will actually enhance the orderly development of property by assuring that improvements to the Property within the East Cypress Corridor Specific Plan Area are consistent with the General Plan and development as approved in the East Cypress Corridor Specific Plan.

## SECTION 2. Approval of the Amendment to the Development Agreement

The City Council hereby approves the Development Agreement (Exhibit "A") and authorizes and directs the Mayor to sign it.

## SECTION 3. Recordation of Development Agreement

Within ten (10) days after the Mayor executes the Development Agreement, the City Clerk shall submit the Agreement to the County Recorder for recordation.

SECTION 4. Effective Date and Posting

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

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



**MEMORANDUM**  
*Office of the City Attorney*

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**Date:** July 15, 2015  
**To:** Mayor and Members of City Council  
**Cc:** Bryan Montgomery, City Manager; Derek P. Cole, City Attorney  
**From:** William R. Galstan, Special Counsel *William R. Galstan*  
**Subject:** Closed Session; Report-Out Memo

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**FOR CONSIDERATION AT THE CITY COUNCIL MEETING OF AUGUST 11, 2015**

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**Background and Analysis**

The City Council held a closed session at its meeting of July 14, 2015, pursuant to California Government Code Sec. 54956.9(b), for purposes of discussing anticipated litigation involving two potential cases. As to one matter, no reportable action was taken.

As to the other matter, direction was given to initiate litigation. The action, the defendant(s) and other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties (GC Sec. 54957.1(a)(2)).

**Fiscal Impact**

None.

**Recommendation:**

Receive and file this report.

**Attachments:**

None.



Agenda Date: 08/11/2015  
Agenda Item: 3.5

## STAFF REPORT

**Date:** Tuesday, July 14, 2015

**To:** Bryan H. 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 8728 (Cypress Estates, south end of Fuschia Way, east end of Mallard Lane)

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

On October 3, 2005 the Planning Commission of the City of Oakley adopted Resolution 35-05 conditionally approving the tentative map for Subdivision 8728, a 30-lot residential subdivision at the south end of Fuschia Way and the east end of Mallard Lane.

Forecast Land Company, LLC has requested approval by the City Council of the final map for Subdivision 8728 consisting of 30 lots.

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 applicant to complete the public improvements as required by the conditions of approval for Subdivision 8728. As part of this agreement, the applicant 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 \$616,372.00). None of these improvements have been completed and accepted at this time. The applicant is required to commence construction no later than December 31, 2016 and to complete the public improvements within twelve 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 participation in the special police tax area (Condition 64), participating in the formation of an assessment district for the construction of off-site improvements (Condition 65) and participating in the formation of a mechanism to fund the operation and maintenance of the storm drain system (Condition 66). 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, the Subdivision Assessment and Annexation Authorization Deferral Agreement and approving the Final Map for Subdivision 8728.

The City Council should be aware that by approving the Final 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 Final Map should not be adopted either.

### **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 8728
- 6) Reduction of Subdivision 8728 Final Map

**CITY OF OAKLEY  
SUBDIVISION IMPROVEMENT AGREEMENT  
SUBDIVISION 8728**

This agreement is made and entered into this 14<sup>th</sup> day of July, 2015 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and FORECAST LAND DEVELOPMENT, LLC, a California Limited Liability Company, 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 8728, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the Planning Commission of the City of Oakley via Resolution Number 35-05 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 PLANS CYPRESS ESTATES SUBDIVISION 8728" and "IMPROVEMENT PLANS CYPRESS ESTATES SUBDIVISION 8728" as prepared by Isakson & Associates, 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 35-05 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 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 8728 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 COA. 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 not later than December 31, 2016. DEVELOPER shall complete said work not later than 12 months following the date when work is commenced 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 \$64,199.00 for Grading and \$552,173.00 for Public Improvements,. 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:

3231. 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. Prevailing Wage.

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

5. Insurance Required.

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

6. Work Performance and Guarantee.

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

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

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

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

7. Inspection of the Work.

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

8. Agreement Assignment.

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

9. Abandonment of Work.

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

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

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

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

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

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

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

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

Forecast Land Investment, LLC,  
Attn: Albert D. Seeno, III  
4061 Port Chicago Highway, Ste. H  
Concord, CA 94520

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.

10. Use of Streets or Improvements.

At all times prior to the final acceptance of the work by CITY, the use of any or all streets and improvements within the work to be performed under this Agreement shall be at the sole and exclusive risk of DEVELOPER. The issuance of any building or occupancy permit by CITY for dwellings located within the tract shall not be construed in

any manner to constitute a partial or final acceptance or approval of any or all such improvements by CITY. DEVELOPER agrees that CITY's Building Official may withhold the issuance of building or occupancy permits when the work or its progress may substantially and/or detrimentally affect public health and safety.

11. Safety Devices.

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

12. Acceptance of Work.

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

13. Patent and Copyright Costs.

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

14. Alterations in Plans and Specifications.

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

15. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:
1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.
  2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to

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

16. Recitals.

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

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

**CITY OF OAKLEY**

**DEVELOPER**

By: \_\_\_\_\_  
Bryan H. Montgomery  
City Manager

\_\_\_\_\_  
Albert D. Seeno, III

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Derek P. Cole  
City Attorney

**ATTEST:**

\_\_\_\_\_  
Libby Vreonis, City Clerk



- Exhibits:
- Exhibit A – City of Oakley, Planning Commission Resolution 35-05
  - Exhibit B – Prevailing Wage
  - Exhibit C - Insurance Requirements
  - Exhibit D - Verification of Required Insurance

**EXHIBIT A**

**PLANNING COMMISSION RESOLUTION 35-05**

**CITY OF OAKLEY**

**PLANNING COMMISSION**

**RESOLUTION NO. 35-05**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKLEY  
MAKING FINDINGS AND CONDITIONALLY APPROVING  
SUBDIVISION 8728 LOCATED WITHIN A VACANT ALMOND ORCHARD SOUTHEAST  
OF FUSCHIA WAY, NEAR MALLARD LAND AND DUARTE AVENUE, INCLUDING A  
TENTATIVE MAP, DEVELOPMENT PLAN, LAND USE PERMIT AND A TREE PERMIT**

**FINDINGS**

WHEREAS, On November 1998, the voters approved the incorporation of the City of Oakley, to be effective July 1, 1999; and

WHEREAS, On July 1, 1999, the City of Oakley was incorporated; and

WHEREAS, After incorporation, the City adopted the Contra Costa County General Plan for the Oakley Area as its general plan, the County's subdivision ordinance as its subdivision ordinance, and the County's zoning ordinance as its zoning ordinance (Ordinance Nos. 1-99, 17-99, 22-99). Since that time, the City has prepared its own general plan, as required by Government Code Section 65360; and

WHEREAS, in December 2002, the Oakley City Council adopted the Oakley 2020 General Plan; and

WHEREAS, in February 2003 Discovery Homes submitted an application to the city requesting Tentative Map and Rezone approval; and

WHEREAS, the Property is currently designated Single Family High Density in the General Plan. The property is currently zoned P-1 Planned Development for single family residential within the City's Redevelopment Area; and

WHEREAS, the City prepared a Negative Declaration dated August 22, 2005, which reflected the independent judgment of the City as to the potential environmental effects of the Project. The City circulated a Notice of Intent for the Mitigated Negative Declaration on August 22, 2005. The Notice of Intent was circulated for the required 30-day public review period, from August 22, 2005 through September 23, 2005.

WHEREASE, on October 3, 2005, the Planning Commission held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the Commission took a straw vote and unanimously expressed its opinion that the applications should be approved, subject to the conditions recommended by staff and as revised by the Commission during its deliberations.

WHEREASE, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, and the information submitted to the Planning

Commission at its October 3, 2005 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

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

1. Regarding the approval of Tentative Map 8728, the Commission finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the General Plan. The number of units, layout of lots and streets, identified improvements and dedications, and other technical requirements comply with the density prescribed by the General Plan and its applicable policies.

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

3. Regarding the Land Use Permit for the eight-foot fence/wall combinations the Commission finds that:

a. The retaining wall/fence combinations will provide adequate six-foot good neighbor fences for all existing and future residents to ensure the general welfare and safety of residents within the City.

b. The proposed use will not adversely affect the orderly development of property within the City. The construction of fence/walls over six feet will not affect the orderly development of the City and will ensure all residents have adequate privacy fencing.

c. The construction of the fence/wall combinations will not affect property values or does not have any relation to the tax base in the City. Therefore, the proposed use will not adversely affect the preservation of property values and protection of tax base within the City.

d. The General Plan sets up policies for future development and looks to the Zoning Ordinance for specific development standards. The Zoning Ordinance states that fences and walls shall be a maximum height of 6'. Any fences or walls above 6' require a Land Use Permit. Therefore, the approval of this project will not adversely affect the policies and goals set by the General Plan.

e. The construction of six foot fences or higher provide adequate security and privacy for home owners. The approval of this permit would not create any nuisances or enforcement problems within the City.

f. The proposed Land Use Permit is in association with the development of a 30-lot subdivision. The subdivision meets all of the standards of the City of Oakley as set forth in the Zoning and Subdivision Ordinances. The proposed use will not encourage marginal development.

g. The locations of the retaining wall/fence combinations are located at the edge of the property adjacent to developed properties. The retaining walls will

provide for adequate drainage on-site and will allow for 6' good neighbor fences. These unique characteristics at the edge of the property make the Land Use Permit necessary.

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

- Certify the Negative Declaration
- Approve the Tentative Map;
- Approve the Land Use Permit;
- Approve the Tree Permit; and
- Approve the Design Review

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the Planning Commission approves the Applicants' request for the Vesting Tentative Map, Design Review, Land Use Permit and Tree Permit with the following conditions:

### **CONDITIONS OF APPROVAL**

#### Subdivision

1. The Subdivision, Design Review, Land Use Permit, and Tree Permit are approved, as shown on the Exhibits A-C and attachments, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This Subdivision, Design Review, Land Use Permit, and Tree Permit approval shall be effectuated within a period of three (3) years from this date and if not effectuated shall expire on **October 4, 2008**. Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of **three years from October 4, 2008**.
3. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense with exception to the City's contribution towards the construction of Drainage Line J.
4. Prior to issuance of any permits the applicant shall submit an Affordable Housing Plan demonstrating compliance with Section 8 of Ordinance 14-04 by details for the construction of an affordable unit, or agreement to pay a fee in-lieu of providing the inclusionary affordable units.
5. The applicant shall construct a single story residence on lot number 30, and may swap the proposed building plans for lots numbers 2 and 30 to accomplish this.
6. The building plans for lots 1 and 2 shall be revised with front elevations that feature varied footprints and additional design elements for enhancement.
7. If revisions to the development plan involve structural encroachment into the required yard setback the applicant shall submit an application for variance

- approval. An exception is made for covered porches or similar structures that do not include living space.
8. No pop-out features such as bay windows shall encroach into the required side yard setbacks.
  9. There shall be a minimum 15-foot aggregate side yard setback between the second story portions of adjacent residences.
  10. The development plan shall be revised to establish equal distribution of single story residences throughout the subdivision.
  11. The applicant shall attempt to utilize wrap around porches on corner lots.
  12. The revised development plan shall identify side elevations with increased visibility from streets. Architectural embellishments shall be provided to increase articulation and enhance these side elevations. Preferred embellishments include belly-bands to wrap around side elevations, the use of raised moulding around windows, and the use of wrap around porches on corner lots.
  13. Tree number 195 shall be retained. The applicant shall submit a revised arborist report with a detailed analysis of the proposed construction for lot 26 and proposed mitigation measures to protect the tree during and after construction activities. The applicant shall adhere to the recommended mitigation measures.
  14. The applicant shall submit a revised arborist report that analyzes the cost and feasibility of relocating Tree #194. In the event that Tree #194 must be removed the applicant shall provide mitigation for the removal of the 12-inch Interior live oak. The mitigation shall be provided by either paying an in-lieu fee of \$75.00 per inch or replacement plantings with a credit of one inch for every 15-gallon tree plated above trees required for the project landscaping, per approval of the Community Development Department.
  15. If construction is delayed until Spring/Summer 2006 pre-construction surveys for burrowing owls by a qualified biologist shall be conducted not more than 30 days before ground disturbance, reporting to the City and DFG, and mitigation according to DFG guidelines if burrowing owls are detected using burrows on the site.
  16. The applicant shall collect soil samples from the near surface of the property to assess the potential presence of residual pesticide contamination. In the event that pesticide contamination exist at the site the proper measures shall be taken to mitigate the site.
  17. The applicant shall further investigate the potential presence of an underground storage tank as stated in the Environmental Assessment prepared by Ceres Associates. If a UST exists it shall be evaluated for potential impacts to the environment.
  18. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and

shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days may be modified on prior written approval by the Community Development Director.

19. Should archaeological materials be uncovered during grading, trenching or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
20. A landscaping and irrigation plan for all front yard landscaping areas and the plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. Landscaping shall conform to the Oakley Landscape Guidelines and the City's Water Conservation Landscape Ordinance 82-26 and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
21. California native drought tolerant plants shall be used as much as possible. All trees shall be a minimum fifteen-gallon size and all shrubs shall be a minimum five-gallon size.
22. Each lot shall have a minimum of two different types of trees along the street frontage, with the exception of corner lots, which shall have four.
23. The applicant shall maintain all landscaping until occupancy and shall annex the site into a landscaping and lighting district. The applicant is required to annex to a lighting and landscaping district and notify future homeowners by deed, notice of the fact that the land is within a landscaping and lighting district.
24. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street.
25. When necessary front and side yard landscaping shall be designed to shield from view side elevation that lack articulation and enhancements.
26. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District
27. Where a lot/parcel is located within 300' of a high voltage electric transmission line, the applicant shall record the following notice:

"The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the basis for such a hypothesis is established. At this time no risk assessment has been made."

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

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

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

29. The applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

#### **Public Works and Engineering Conditions**

Applicant shall comply with the requirements of Title 6 of the Municipal Code and Title 9 of the County Code (adopted as the City Subdivision Ordinance. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan received by the Community Development Department and dated February 3, 2005.

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

#### **General:**

30. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay appropriate fees in accordance with the Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project, including any modifications required by or approved by the City Engineer, and shall include the drawings and specifications necessary to implement the required measures and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook. Specifically, the City reserves the right to replace the vegetated swale concept with either a drywell system based on a site specific review of the infiltration characteristics, or other concept as approved by the City Engineer.
31. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer for review and approval and pay appropriate fees in accordance with the Code and these conditions of approval.



32. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and approval and pay appropriate processing costs in accordance with the Code and these conditions of approval.
33. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.
34. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

**Roadway Improvements:**

35. Construct frontage improvements along the east side of Fuchsia Way from the north boundary of the project to location opposite the end of the curb return on the north side of Ashwood Drive consistent with the standard cross section for a 36-foot wide curb to curb roadway within a 56-foot wide right of way. The improvements shall include curb, gutter, a five-foot monolithic sidewalk, street lighting, longitudinal and transverse drainage, and any necessary conforms to existing improvements.
36. Construct the project streets to City public road standards and as shown on the Tentative Maps with the following exceptions:
  - A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.
37. Install traffic control devices such as stop signs and other signing and striping on the project streets and within the adjacent neighborhoods to mitigate traffic impacts from the project to the satisfaction of the City Engineer. Specifically a four-way stop shall be installed at the intersection of Mallard and Oak Forrest.
38. Submit a phasing plan for the project streets to the City Engineer for review if the street improvement will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.
39. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

**Road and Easement Dedications:**

40. Convey to the City, by offer of dedication, the required off-site right of way for the east side of Fuchsia Way from the north boundary of the project to location opposite the end of the curb return on the north side of Ashwood Drive consistent with the standard cross section for a 36-foot wide curb to curb roadway within a 56-foot wide right of way.
41. Convey to the City, by Offer of Dedication, the right of way for the project streets.

42. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements.
43. Relinquish abutter's rights for non-primary frontages to the satisfaction of the City Engineer.

**Street Lights:**

44. Install streetlights along all project streets. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights on the project streets shall be decorative per City standards.

**Grading:**

45. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the subdivision including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.
46. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of the individual responsible for noise and litter control shall be expressly identified in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.
47. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.
48. Grade all pads so that they drain directly to the public street at a minimum of one percent without the use of private drainage systems through rear and side yards.
49. Submit a haul route plan to the City Engineer for review and approval if grading activities require importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.
50. Prior to commencement of any site work that will result in a land disturbance of one acre or more, the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may

be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.

51. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1<sup>st</sup> of every year while the Notice of Intent is active.
52. Submit a Letter of Map Revision application or the appropriate application to FEMA to remove any building pads that are currently within the Special Flood Hazard Area Zone A from the flood zone. FEMA must issue no less than a Conditional Letter of Map Revision prior to the City issuing building permits for the lots affected by the Zone A designation.

**Utilities/Undergrounding:**

53. Underground all new and existing utility distribution facilities, including those along the frontage of Fuschia Way. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures. The joint trench composite plans must be endorsed by the City Engineer prior to the approval of the Improvement Plans for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.
54. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.

**Drainage Improvements:**

55. Collect and convey all stormwater entering and/or originating on these properties, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse, in accordance with the Municipal Code. This includes construction of Line J of Drainage Area 29D from the northern boundary of the project to its current terminating point downstream.
56. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system to the City Engineer for review and approval.
57. Design and construct all storm drainage facilities in compliance with the Ordinance Code and City design standards.
58. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
59. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

**National Pollutant Discharge Elimination System (NPDES):**

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

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

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

**Fees/Assessments:**

61. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 00-85 and 08-03. The applicant shall pay the fees in the amounts in effect at the time each building permit is issued.

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
- B. Regional Transportation Development Impact Mitigation Fee (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03); and
- F. Child Care Facilities "In Lieu" Fee (adopted by Ordinance Nos. 18-99 and 23-99).

The applicant should contact the City Engineer prior to constructing any public

improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments. The applicant may be eligible for a credit against the Regional Transportation Development Impact Mitigation Fee paid. The Applicant may also be eligible for a credit against the Park Land Acquisition component of the Park Impact Fee that is equal to the amount of the Park Land Dedication In-Lieu Fee paid.

62. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide landscaping and park maintenance, subject to an assessment for maintenance based on the assessment methodology described in the Engineer's Report for the District. Any required election and/or ballot protest proceedings shall be completed prior to approval of the final map. The Applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
63. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide street lighting costs and maintenance, subject to an assessment for street light maintenance based on the assessment methodology described in the Engineer's Report. Any required election and/or ballot protest proceedings shall be completed prior to filing of the Final Map. The applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
64. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the homes be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.
65. Participate in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary. The assessment district shall be formed prior to the filing of any final or parcel map, and the project proponent shall fund all costs of formation.
66. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of the final map, and the project proponent shall fund all costs of the formation.
67. At the discretion of the City Redevelopment Agency an agreement may be negotiated between the applicant and the Agency for a funding contribution of up to \$100,000 for the construction of Line J of Drainage Area 29D. The scope and terms of the agreement are subject to the approval of the City Redevelopment Agency and

if the agreement is not executed prior to the approval of the final map the applicant shall not be eligible to receive the funding contribution.

#### ADVISORY NOTES

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

- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
- D. The applicant shall comply with the requirements of the Diablo Water District.
- E. Comply with the requirements of the East Contra Costa Fire Protection District.
- F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
- H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.
- I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.
- J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

**PASSED AND ADOPTED** by the Planning Commission of the City of Oakley at a meeting held on the 3<sup>rd</sup> day of October, 2005, by the following vote:

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

**NOES:**

**ABSTENTIONS:**

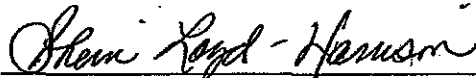
**ABSENT:**

APPROVED:



CHAIRPERSON

**ATTEST:**



SECRETARY TO THE PLANNING COMMISSION

## EXHIBIT B

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

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

#### HOURS OF WORK:

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

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Improvements are to be constructed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research. 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**

**Recording Requested By:**

Forecast Land Investment, LLC  
4061 Port Chicago Highway,  
Ste H  
Concord, CA 94520

**When Recorded Mail To:**

City Clerk  
City of Oakley  
3231 Main Street  
Oakley CA 94561

**SUBDIVISION ANNEXATION AND  
ASSESSMENT AUTHORIZATION  
DEFERRAL AGREEMENT  
SUBDIVISION 8728**

This agreement ("Agreement") is made at Oakley, California, effective as of July 14, 2015, by and between the CITY OF OAKLEY, a municipal corporation ("City") and Forecast Land Investment LLC, a California Limited Liability Company ("Owner").

**Recitals**

A. On October 3, 2005 the Planning Commission of the City of Oakley adopted Resolution 35-05 which conditionally approved the tentative map for Subdivision 8728, a 30 unit subdivision ("Subdivision") located within the City of Oakley, which Subdivision is further described in the map and legal description attached hereto and incorporated herein as Exhibits A and B respectively.

B. Condition of Approval 64 requires participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") for the parcels created by this subdivision approval.

C. Condition of Approval 65 requires participation in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary ("Assessment District").

D. Condition of Approval 66 requires 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 ("Funding Mechanism").

E. City and Owner, by this Agreement, are implementing conditions of approval Numbers 64, 65 and 66.

## 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. Owner shall also support and take any and all actions necessary to participate in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary. Owner shall also support and take any and all actions necessary to participate in the formation of a Funding Mechanism for the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting.

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

Upon receipt of a special tax ballot regarding the special tax annually imposed for maintenance of police services and/or a ballot or written request from the City regarding participation in the formation of an assessment district for construction of offsite improvements, and/or a ballot or written request from the City regarding the participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, Owner shall promptly indicate its support for such assessments and/or special taxes by marking the ballot(s) and submitting it as instructed in the ballot materials. Owner specifically understands that the current special taxes for maintenance of police services 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 of title to any residential parcel in the Subdivision until the approval of the Special Tax, formation of the Assessment District and formation of the Funding Mechanism including the completion of the ballot proceedings is finalized, and the assessments and special taxes are authorized to be levied on all the residential parcels in the Subdivision. Owner may, however, enter into reservation contracts with potential purchasers of residential parcels 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.

5. Restrictions on Issuance and Processing of Building Permits.

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

6. Recordation of Agreement.

Prior to issuance of the Final Map, Owner shall record this Agreement in the chain of title for all the residential parcels in the Subdivision, such that this Agreement will be identified in any title report prepared for a potential purchaser of a residential parcel in the Subdivision.

7. Issuance of Final Map.

City shall not withhold approval of the final map for the Subdivision prior to completion of the approval of the Special Tax, formation of the Assessment District and formation of the Funding Mechanism on residential parcels in the Subdivision on account of failure to complete approval of the Special Tax, formation of the Assessment District and formation of the Funding Mechanism provided that the Subdivision is in substantial compliance with all other conditions of approval and 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:**

**DEVELOPER**

\_\_\_\_\_  
Libby Vreonis, City Clerk

By: \_\_\_\_\_  
Albert D. Seenon, III

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

State of California  
County of Contra Costa

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

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

State of California  
County of Contra Costa

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

**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-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH FORECAST LAND DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR SUBDIVISION 8728 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 Forecast Land Development, LLC, for the development of a residential subdivision known as Subdivision 8728; and

**WHEREAS**, this agreement will require the developer to complete approximately \$616,372.00 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 Forecast Land Development, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 8728 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 14<sup>th</sup> day of July 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY,  
CALIFORNIA, APPROVING A SUBDIVISION ANNEXATION AND  
ASSESSMENT AUTHORIZATION DEFERRAL AGREEMENT WITH  
FORECAST LAND DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY FOR SUBDIVISION 8728**

**WHEREAS**, Condition of Approval 64 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; and

**WHEREAS**, Condition of Approval 65 requires participation in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary ("Assessment District"); and

**WHEREAS**, Condition of Approval 66 requires 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 ("Funding Mechanism"); and

**WHEREAS**, Forecast Land Development, LLC (Forecast) is requesting that the Final Map for Subdivision 8728 be filed, and is willing to enter into an agreement that, among other things, will allow Forecast to file the map but will prohibit Forecast from selling any lots until the approval of the Special Tax, formation of the Assessment District and participation in the formation of the Funding Mechanism 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 Forecast Land Development, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Annexation and Assessment Authorization Deferral Agreement for Subdivision 8728, 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 this 14<sup>th</sup> Day of July, 2015 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

APPROVED:

ATTEST:

---

Doug Hardcastle, Mayor

---

Libby Vreonis, City Clerk

---

Date



RESOLUTION NO. \_\_\_\_-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
APPROVING THE FINAL MAP OF SUBDIVISION 8728**

**WHEREAS**, FORECAST LAND DEVELOPMENT, LLC, a California Limited Liability Company has satisfied the necessary conditions of approval for Subdivision 8728, as approved by the Planning Commission of the City of Oakley on October, 2005 by Resolution Number 30-05; 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 8728", as prepared by Isakson & Associates, Inc. be approved.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 14th day of July 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

**OWNER'S STATEMENT**

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED WITHIN THE HEAVY BLACK LINE UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND DOES HEREBY DEDICATE IN FEE TO THE PUBLIC FOR PUBLIC USE AND TO THE CITY OF OAKLEY, FOR ROADWAY PURPOSES THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS: FUSCHIA WAY, FUSCHIA COURT AND MALLARD LANE.

THE AREA DESIGNATED "PUBLIC UTILITIES EASEMENT" OR "P.U.E." IS DEDICATED TO THE CITY OF OAKLEY OR ITS DESIGNEE AND TO THE PUBLIC 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 AREA DESIGNATED "STORM DRAIN EASEMENT" OR "S.D.E." IS 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 TO AND MAINTENANCE OF WORKS, IMPROVEMENTS, AND STRUCTURES, WHETHER COVERED OR OPEN, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE AREA DESIGNATED AS "REMAINDER" IS HEREBY RETAINED BY FORECAST LAND INVESTMENT, LLC.

THE UNDERSIGNED DOES FURTHER RELINQUISH ALL ABUTTERS RIGHTS OF ACCESS ALONG THE PROPERTY LINE ADJACENT TO FUSCHIA LANE AND AS SHOWN ON THIS MAP AS INDICATED BY THE SYMBOL |||||

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

FORECAST LAND INVESTMENT, LLC.  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ALBERT D. SEENO III  
PRESIDENT  
DATE: \_\_\_\_\_

**OWNER'S ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) SS

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE OF NOTARY: \_\_\_\_\_

NAME (PRINTED OR TYPED): \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

COUNTY OF NOTARY: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

JOB NO. 200520

**SUBDIVISION 8728  
"CYPRESS ESTATES"**

BEING A PORTION OF THE NORTHEAST ¼ OF SECTION 26, T2N, R2E, M.D.B.& M.

CITY OF OAKLEY  
CONTRA COSTA COUNTY, CALIFORNIA

JUNE 2015

ISAKSON & ASSOCIATES INC  
CIVIL ENGINEERING & LAND SURVEYING  
2255 YSNACIO VALLEY ROAD SUITE 'C'  
WALNUT CREEK, CALIFORNIA

**TRUSTEE'S STATEMENT**

THE UNDERSIGNED AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED SEPTEMBER 13, 2007 UNDER RECORDERS SERIAL NUMBER 2007-262881, 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 DEEDING AND DEDICATION THEREON.

AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION

BY: \_\_\_\_\_

**TRUSTEE'S ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ 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 IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE OF NOTARY: \_\_\_\_\_

NAME (PRINTED OR TYPED): \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

COUNTY OF NOTARY: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

**ENGINEER'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FORECAST LAND INVESTORS, LLC IN AUGUST 2005 AND IS TRUE AND COMPLETE AS SHOWN.

I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE FOR DECEMBER, 2017, 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.

THE SUBDIVISION CONTAINS 6.37 ACRES MORE OR LESS, AND LIES WITHIN THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

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

DATE: 6/16/15

DAVID O. ISAKSON,  
R.C.E. 21764



**COUNTY RECORDER'S STATEMENT**

THIS MAP ENTITLED, "SUBDIVISION 8728, CYPRESS ESTATES", IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE AS PER LETTER OF TITLE MADE BY OLD REPUBLIC 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 FINAL MAPS.

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NUMBER: \_\_\_\_\_

JOE CANCEMI  
COUNTY RECORDER  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

(PRINT NAME)

**SUBDIVISION 8728  
"CYPRESS ESTATES"**

BEING A PORTION OF THE NORTHEAST ¼ OF  
SECTION 26, T2N, R2E, M.D.B. & M.

**CITY OF OAKLEY  
CONTRA COSTA COUNTY, CALIFORNIA**

JUNE 2015

ISAKSON & ASSOCIATES INC  
CIVIL ENGINEERING & LAND SURVEYING  
2255 YGNACIO VALLEY ROAD SUITE "C"  
WALNUT CREEK, CALIFORNIA

**CITY COUNCIL STATEMENT**

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP OF SUBDIVISION NO. 8728 DATED OCTOBER 3, 2005, WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DATE: \_\_\_\_\_  
KOUROSH ROHANI  
COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF OAKLEY, CONTRA COSTA COUNTY,  
STATE OF CALIFORNIA

**SOILS REPORT**

A SOILS REPORT, PREPARED BY THE FIRM ENGED INC., DATED JUNE 5, 2007 PROJECT NO. 7275.2.001.01, IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

**CITY ENGINEER'S STATEMENT**

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 8728, CYPRESS ESTATES"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY PLANNING COMMISSION ON OCTOBER 3, 2005; 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.

DATE: \_\_\_\_\_  
KOUROSH ROHANI  
CITY ENGINEER, CITY OF OAKLEY,  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA  
R.C.E. #51138

**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 8728, CYPRESS ESTATES" 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

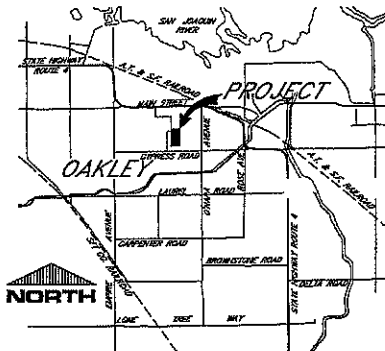
**CERTIFICATE OF DEDICATION FOR SAME PUBLIC USE**

FORECAST LAND INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION (4021 PORT CHICAGO HWY, CONCORD CALIFORNIA) HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR FUSCHIA WAY, FUSCHIA COURT AND MALLARD LANE. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO FORECAST LAND INVESTMENT, LLC, OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO SECTION 66477.5 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.

**SIGNATURE OMISSIONS STATEMENT**

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, THEIR INTERESTS BEING SUCH THAT THEY CANNOT RIPEN INTO A FEE.

- 1) AN EASEMENT IN FAVOR OF HOWARD RECORDED JULY 5, 1956 BOOK 2800 OR 477
- 2) AN EASEMENT IN FAVOR OF URENDA RECORDED JULY 20, 1966 BOOK 5165 OR 254
- 3) AN EASEMENT IN FAVOR OF GREAT YELLOWSTONE CORP. RECORDED JUNE 30, 1969 BOOK 5910 OR 131
- 4) AN EASEMENT IN FAVOR OF CONTRA COSTA COUNTY RECORDED OCTOBER 28, 1983 BOOK 11505 OR 25 AND ASSIGNED TO THE CITY OF OAKLEY PER DOC# 2008-15684 RECORDED JANUARY 25, 2008
- 5) AN EASEMENT IN FAVOR OF CONTRA COSTA COUNTY RECORDED OCTOBER 28, 1983 BOOK 11505 OR 28 AND ASSIGNED TO THE CITY OF OAKLEY PER DOC# 2008-15684 RECORDED JANUARY 25, 2008



**VICINITY MAP**  
NO SCALE

**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 8728, CYPRESS ESTATES", CONSISTING OF FIVE (5) 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 \_\_\_\_\_, 201\_\_\_\_, 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 OF THE STREETS, ROADS, AVENUES, COURTS, WAYS, LANES, PARCELS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
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 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.

DATE: \_\_\_\_\_ **DAVID TWA**  
CLERK OF THE BOARD OF SUPERVISORS  
AND COUNTY ADMINISTRATOR OF CONTRA COSTA  
COUNTY, STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
PRINT NAME

# SUBDIVISION 8728 "CYPRESS ESTATES"

BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 26, T2N, R2E, M.D.B.& M.

CITY OF OAKLEY  
CONTRA COSTA COUNTY, CALIFORNIA  
JUNE 2015

ISAIXSON & ASSOCIATES INC  
CIVIL ENGINEERING & LAND SURVEYING  
2255 YONACIO VALLEY ROAD SUITE "C"  
WALNUT CREEK, CALIFORNIA

## LEGEND

- ⊙ FOUND STANDARD CITY MONUMENT, AS NOTED
- ⊙ SET STANDARD CITY MONUMENT, R.C.E. 21764
- FOUND IRON PIPE OR REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP, R.C.E. 21764
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (MEAS) MEASURED
- (R) RADIAL
- (T) TOTAL
- I.P. IRON PIPE
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- ▬▬▬▬ SUBDIVISION BOUNDARY
- ▬▬▬▬ RELINQUISHMENT OF ACCESS RIGHTS (PEDESTRIAN OR VEHICULAR)

## REFERENCES:

- (R1) RECORD PER 318 M 10
- (R2) RECORD PER 247 M 28
- (R3) RECORD PER 312 M 44
- (R4) RECORD PER 04-0107680 LLA 04-01
- (R5) RECORD PER 82 M 3

## BASIS OF BEARINGS:

TAKEN AS NORTH 00° 52' 58" EAST BETWEEN FOUND STANDARD STREET MONUMENTS ON DUARTE AVE PER SUBDIVISION 6865 (318 M 10), AND IS BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE III (C.C.S. 27). ALL DISTANCES SHOWN ARE GROUND TO OBTAIN GRID MULTIPLY BY 0.999904672.

## NOTE:

1. FOUND 1" IRON PIPE TAGGED RCE 9267 PER 247 M 28, REPLACED WITH STANDARD CITY MONUMENT, RCE 21764

LINE TABLE		
LINE	LENGTH	BEARING
L1	150.37	S89°06'40"E
L2	135.26	S89°06'40"E
L3	135.16	S89°06'40"E
L4	150.37	S89°06'22"E (R2)
L5	135.26	S89°06'22"E (R2)
L6	135.16	S89°06'22"E (R2)

FND ROUND HEAD BOLT  
ACCEPTED AS CENTER OF  
SECTION 25 T2N R2E MDB&M  
PER (R1)

FND MON W/ 2" BRASS  
DISK STAMPED RCE 21856  
PER 247 M 28

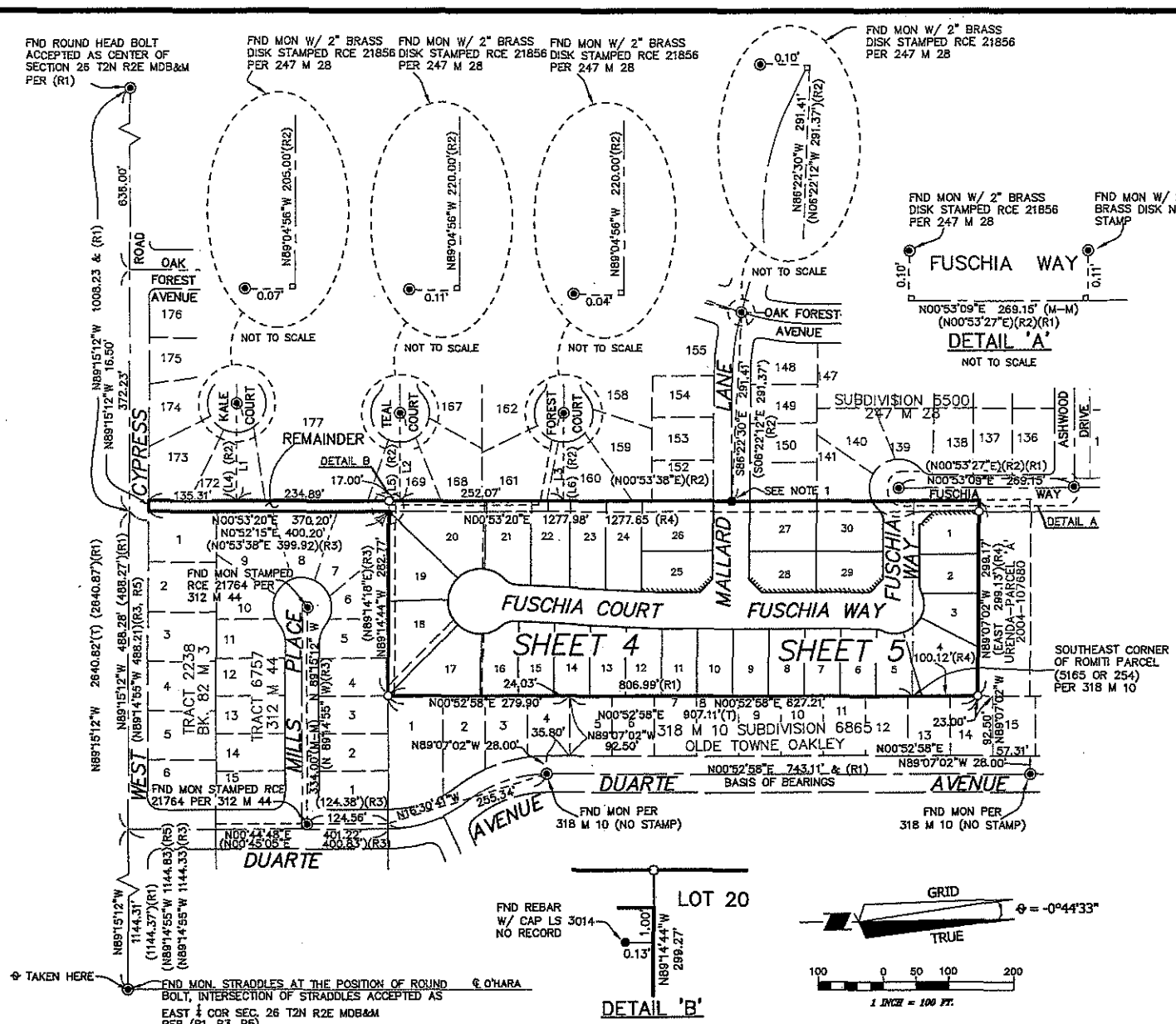
FND MON W/ 2" BRASS  
DISK STAMPED RCE 21856  
PER 247 M 28

FND MON W/ 2" BRASS  
DISK STAMPED RCE 21856  
PER 247 M 28

FND MON W/ 2" BRASS  
DISK STAMPED RCE 21856  
PER 247 M 28

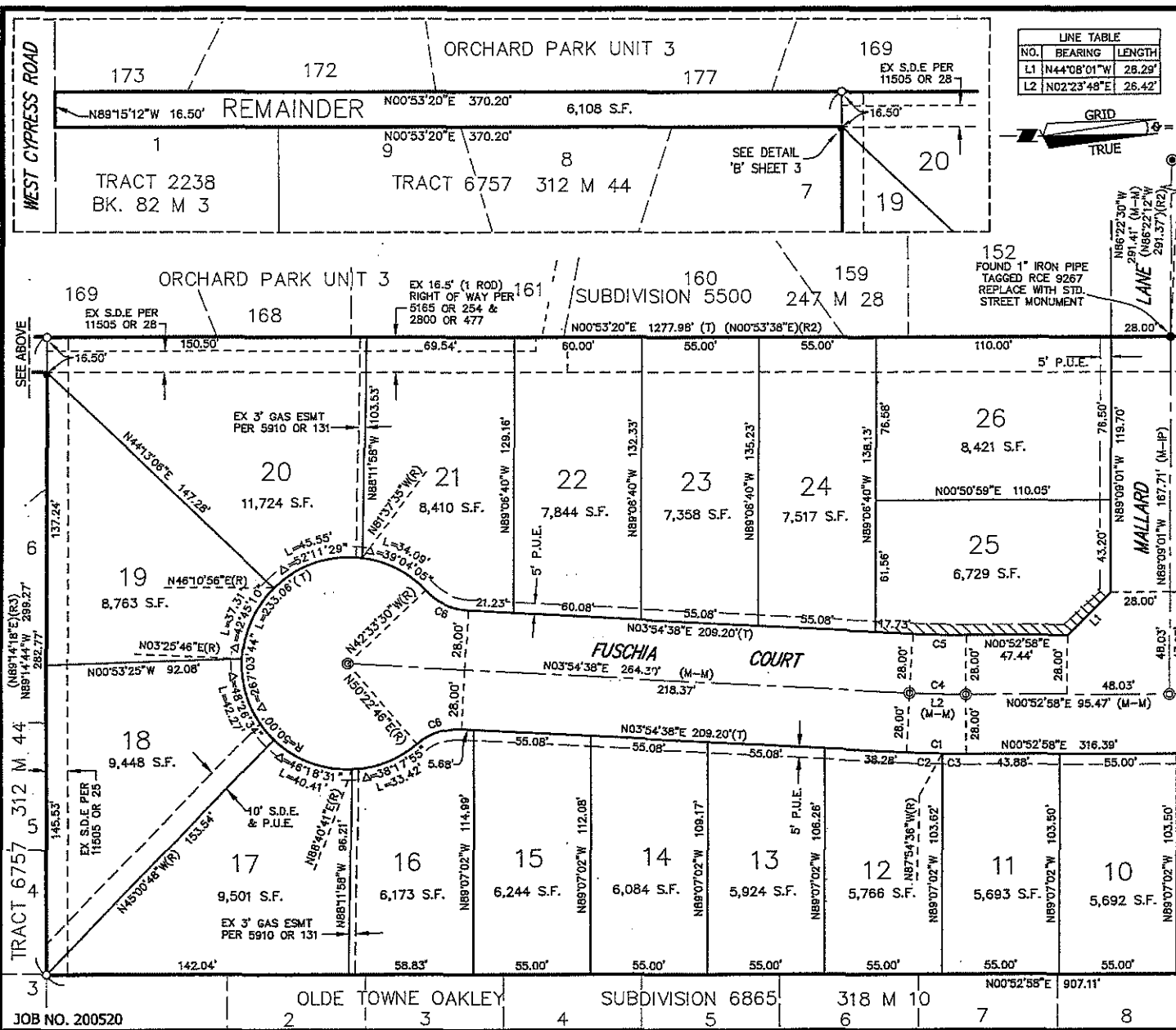
FND MON W/ 2" BRASS  
DISK STAMPED RCE 21856  
PER 247 M 28

FND MON W/ 2" BRASS  
DISK NO STAMP



JOB NO. 200520

SHEET 3 OF 5



LINE TABLE		
NO.	BEARING	LENGTH
L1	N44°08'01"W	28.29'
L2	N02°23'48"E	26.42'

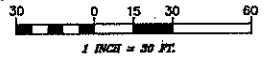
**SUBDIVISION 8728**  
**"CYPRESS ESTATES"**  
 BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 26, T2N, R2E, M.D.B. & M.  
 CITY OF OAKLEY  
 CONTRA COSTA COUNTY, CALIFORNIA  
 JUNE 2015  
 ISAKSON & ASSOCIATES INC  
 CIVIL ENGINEERING & LAND SURVEYING  
 2255 YGNACIO VALLEY ROAD SUITE 'C'  
 WALNUT CREEK, CALIFORNIA

- LEGEND**
- ⊙ FOUND STANDARD CITY MONUMENT, AS NOTED
  - ⊙ SET STANDARD CITY MONUMENT, R.C.E. 21764
  - ⊙ FOUND IRON PIPE OR REBAR AS NOTED
  - SET 1/2" REBAR WITH PLASTIC CAP, R.C.E. 21764
  - (M-B) MONUMENT TO BOUNDARY
  - (M-M) MONUMENT TO MONUMENT
  - (MEAS) MEASURED
  - (R) RADIAL
  - (T) TOTAL
  - LP IRON PIPE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - S.D.E. STORM DRAIN EASEMENT
  - SUBDIVISION BOUNDARY
  - //// RELINQUISHMENT OF ACCESS RIGHTS (PEDESTRIAN OR VEHICULAR)

- REFERENCES:**
- (R1) RECORD PER 318 M 10
  - (R2) RECORD PER 247 M 28
  - (R3) RECORD PER 312 M 44
  - (R4) RECORD PER 04-0107680 LLA 04-01
  - (R5) RECORD PER 82 M 3

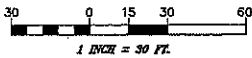
CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	528.00'	03°01'40"	27.90'
C2	528.00'	01°49'14"	16.78'
C3	528.00'	01°12'26"	11.12'
C4	500.00'	03°01'40"	26.42'
C5	472.00'	03°01'40"	24.94'
C6	30.00'	43°31'52"	22.79'

**BASIS OF BEARINGS:**  
 TAKEN AS NORTH 00° 52' 58" EAST BETWEEN FOUND STANDARD STREET MONUMENTS ON DUARTE AVE PER SUBDIVISION 6865 (318 M 10), AND IS BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE III (C.C.S. 27). ALL DISTANCES SHOWN ARE GROUND TO OBTAIN GRID MULTIPLY BY 0.999994672.



JOB NO. 200520

SHEET 4 OF 5

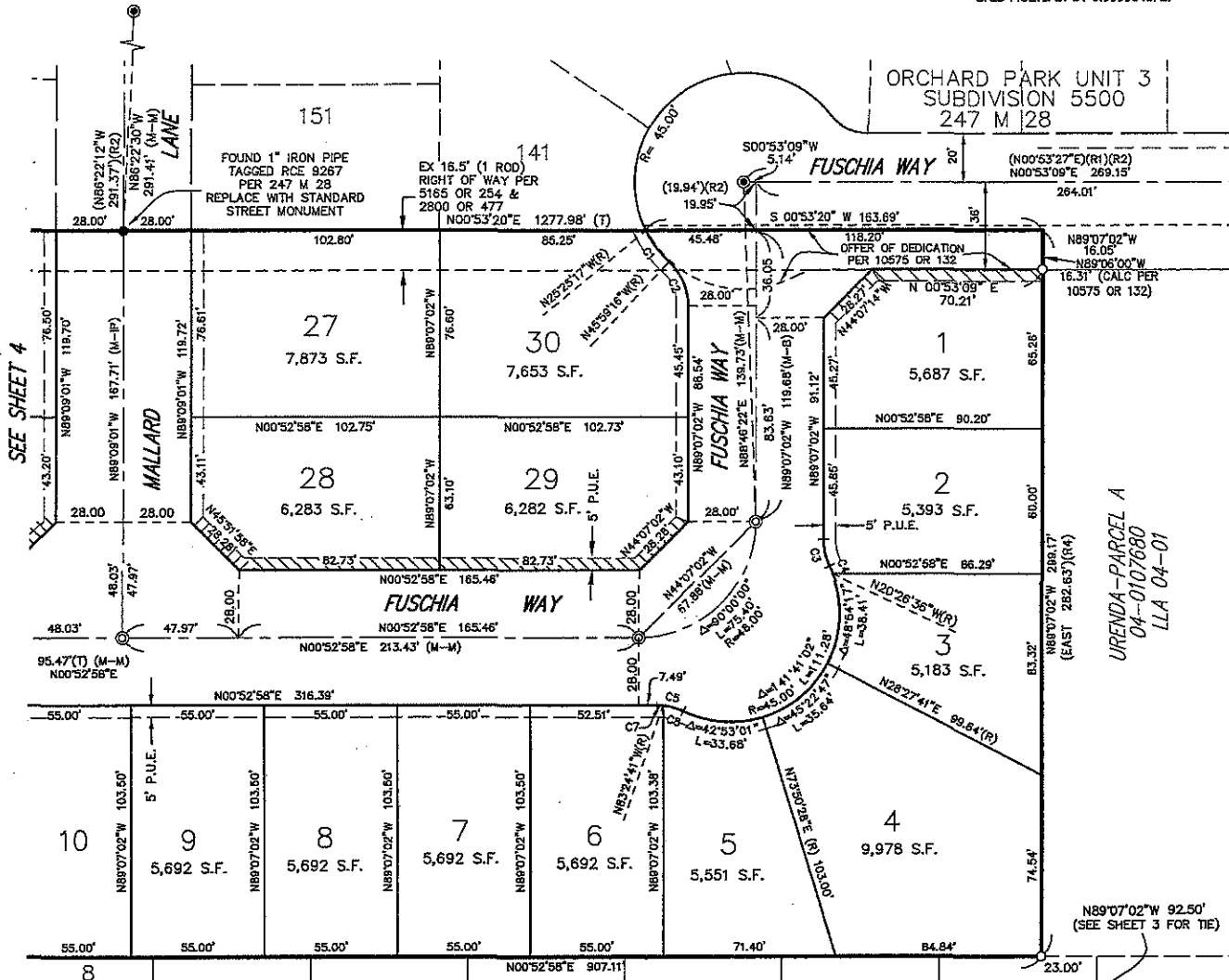


**BASIS OF BEARINGS:**

TAKEN AS NORTH 00° 52' 58" EAST BETWEEN FOUND STANDARD STREET MONUMENTS ON DUARTE AVE PER SUBDIVISION 6865 (318 M 10), AND IS BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE III (C.C.S. 27). ALL DISTANCES SHOWN ARE GROUND TO OBTAIN GRID MULTIPLY BY 0.999904672.

**REFERENCES:**

- (R1) RECORD PER 318 M 10
- (R2) RECORD PER 247 M 28
- (R3) RECORD PER 312 M 44
- (R4) RECORD PER 04-0107680 LLA 04-01
- (R5) RECORD PER 82 M 3



**SUBDIVISION 8728**  
**"CYPRESS ESTATES"**  
 BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 26, T2N, R2E, M.D.B. & M.  
 CITY OF OAKLEY  
 CONTRA COSTA COUNTY, CALIFORNIA  
 JUNE 2015  
 ISAKSON & ASSOCIATES INC  
 CIVIL ENGINEERING & LAND SURVEYING  
 2255 YGNACIO VALLEY ROAD SUITE 'C'  
 WALNUT CREEK, CALIFORNIA

**LEGEND**

- ⊙ FOUND STANDARD CITY MONUMENT, AS NOTED
- ⊙ SET STANDARD CITY MONUMENT, R.C.E. 21764
- ⊙ FOUND IRON PIPE OR REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP, R.C.E. 21764
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (MEAS) MEASURED
- (R) RADIAL
- (T) TOTAL
- I.P. IRON PIPE
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- SUBDIVISION BOUNDARY
- ////// RELINQUISHMENT OF ACCESS RIGHTS (PEDESTRIAN OR VEHICULAR)

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	45.00'	20°33'59"	16.15'
C2	25.00'	46°52'14"	20.45'
C3	25.00'	25°50'31"	11.28'
C4	45.00'	04°30'57"	3.55'
C5	25.00'	25°50'31"	11.28'
C7	25.00'	05°42'21"	2.49'
C8	25.00'	20°08'10"	8.79'



## STAFF REPORT

**Date:** Tuesday, August 11, 2015

**To:** Bryan H. Montgomery, City Manager

**From:** Kevin Rohani, Public Works Director/City Engineer

**Subject:** Vacation of Roadway Dedication, 12' wide alley west of Second Street, between Main Street and East Acme Street

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### **Background and Analysis**

On August 6, 1906 "Map A of the Town of Oakley" was filed in Book C of Maps at Page 51, which may have dedicated certain street and alley right of ways within Contra Costa County. The recorded map is of such poor quality that it isn't possible to definitively determine the status of the dedications.

These dedications were then transitioned to the City of Oakley when the City incorporated in 1999.

On June 6, 1998, the Contra Costa County Board of Supervisors adopted resolution 98-324 which terminated the offer of dedication of the westerly 90' of the 12' wide alley between O'Hara Avenue and Second Street, and between Highway 4 (Main Street) and East Acme Street.

Since the City incorporated, the remaining 180' of the 12' alley has been an ongoing maintenance problem due to trash and debris being dumped and vehicles being abandoned in this location. This alley carries no public traffic.

This alley is between two private parcels that belong to the same owner and does not have any regular maintenance. It is typically used as a dumping ground and a public nuisance area. The best way to address this problem is the abandonment of this alley area which would then become a part of the adjoining properties, and the private owners could perform the regular clean-up and maintenance.

### **Fiscal Impact**

There is no fiscal impact associated with this action.

**Staff Recommendation**

Staff recommends that the City Council adopt the Resolution vacating the easterly 180' portion of the 12' alley between O'Hara Avenue and Second Street and between Main Street and East Acme Street.

**Attachments**

- 1) Resolution with
  - a. Exhibit A (legal description)
  - b. Exhibit B (plat map)



**WHEN RECORDED MAIL TO:**

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

**RECORDING REQUESTED BY:**

City of Oakley  
3231 Main Street  
Oakley, CA 94561

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**RESOLUTION NO. \_\_\_-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
VACATING EXCESS RIGHT-OF-WAY GENERALLY LOCATED IN THE  
VICINITY OF O'HARA AVENUE AND MAIN STREET, OAKLEY, CALIF.**

**WHEREAS**, a certain alleyway exists in the vicinity of O'Hara Avenue and Main Street in the City of Oakley; and

**WHEREAS**, it is uncertain whether an offer of dedication was ever made to Contra Costa County (the City's predecessor in interest) regarding this alley right-of-way, or whether the County ever accepted an offer of dedication; and

**WHEREAS**, it is possible that a public right-of-way exists in the subject area; and

**WHEREAS**, the right-of-way, described on the attached Exhibits, is not required for street or highway purposes, or to be a public right-of-way or public service easement; and

**WHEREAS**, this vacation is made pursuant to Chapter 1 of Part 2 of the Streets & Highways Code, commencing at Sec. 8300; and

**WHEREAS**, the City Council finds that the vacation will not have a significant effect on the environment and that it has been determined to be exempt from the requirements of CEQA pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines; and

**WHEREAS**, the area to be vacated is described on Exhibit "A" attached hereto and depicted on the plat map, Exhibit "B" attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oakley as follows:

1. The area described herein is hereby vacated as a street, highway, alleyway or public service easement;
2. That the vacation shall be effective upon the recordation of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 11<sup>th</sup> day of August 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

**EXHIBIT A**  
Legal Description

**ALLEY VACATION**

All that certain real property situate in the City of Oakley, County of Contra Costa, State of California, described as follows:

Being a portion of the Alley in Block 1, as shown on the "Map A of the Town of Oakley," filed for record on August 6, 1906 in Book C of Maps at Page 51, Records of Contra Costa County, further described as follows:

BEGINNING at the northeasterly corner of Lot 7 of Block 1 of said Map (C Maps 51), said corner being also a point on the westerly line of Second Street, being 60.00 feet in width;

thence leaving said point and along the northerly line of said Lot 7 and Lots 8, 9 and 10 of Block 1 of said Map, West 180.00 feet to the northwesterly corner of said Lot 10;

thence leaving said corner, North 12.00 feet to the southwestly corner of Lot 3 of Block 1 of said Map;

thence leaving said corner and along the southerly line of said Lot 3 and Lots 4, 5 and 6 of Block 1 of said Map, East 180.00 feet to said westerly line of Second Street;

thence along said westerly line, South 12.00 feet to the point of BEGINNING.

Containing an area of 2,160 square feet, more or less.

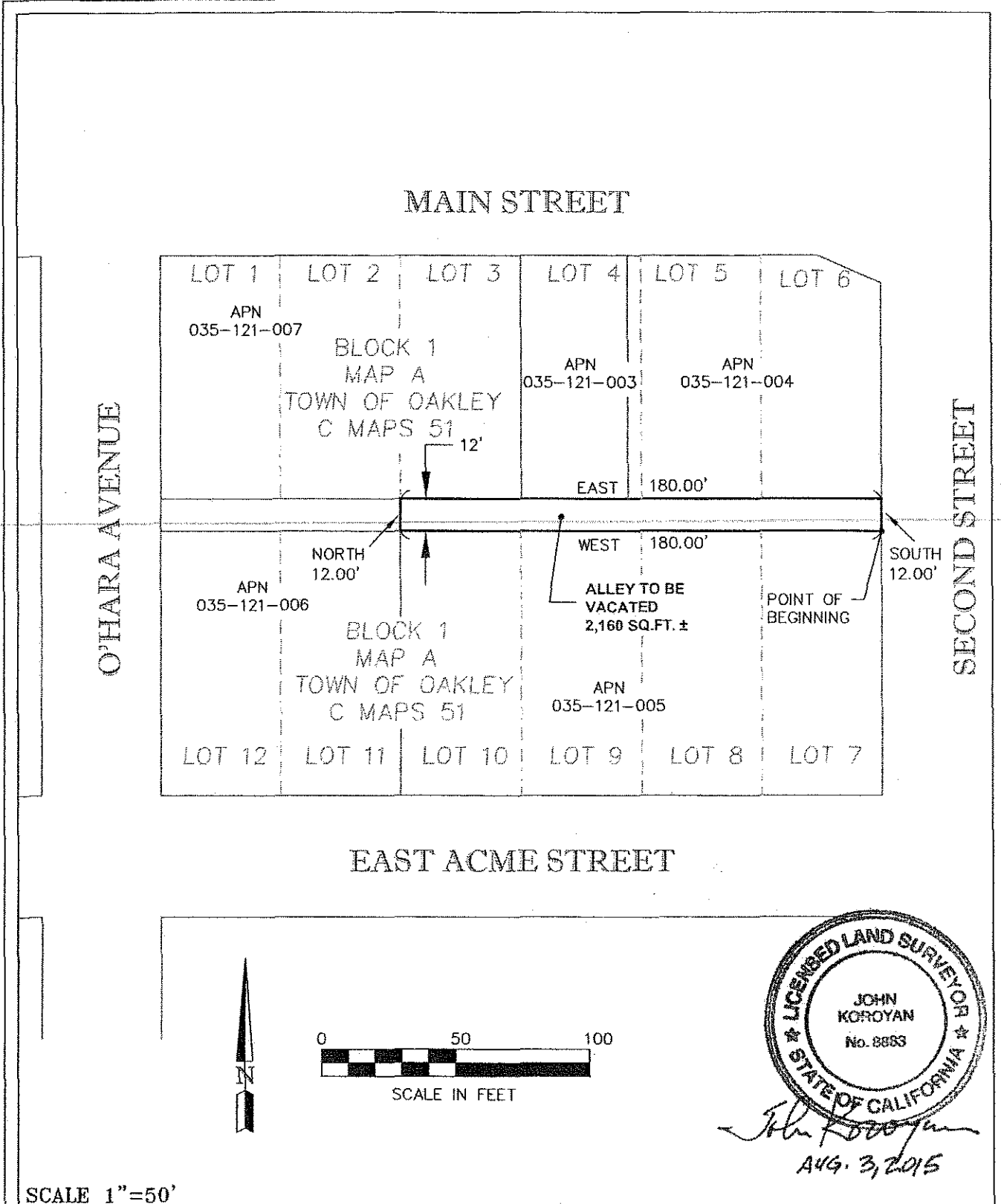
As shown on plat EXHIBIT B attached hereto and made a part hereof.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

John Koroyan  
John Koroyan  
P.L.S. No. 8883

AUGUST 3, 2015  
Dated





SCALE 1"=50'

ALLEY VACATION  
EXHIBIT B





Agenda Date: 08/11/2015  
Agenda Item: 3.8

## STAFF REPORT

**Date:** Tuesday, August 11, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Joshua McMurray, Planning Manager  
**Subject:** **Re-Adopt the Housing-Related Parks Program (HRP Program) Resolution**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### **Background**

On February 10, 2015 the City Council approved a resolution authorizing the City Manager to submit an application to the State Department of Housing and Community Development for the Hosing Related Parks Program (HRP Program). The City submitted the application and on June 26, 2015 the City was notified that the application was approved and the City was awarded a conditional commitment of grant funds in the amount of \$214,100.

At the time the application was submitted, Staff did not know the final amount of the grant award, as some of the calculations where to be determined solely by HCD Staff. Therefore the original resolution approved last February contained no exact dollar amount. With the approval of the application from HCD, they are now requesting an updated resolution with the known grant award amount in order to issue the City a Standard Agreement. Staff has revised the original resolution to include the grant award amount and that is attached to this Staff Report along with the original Staff Report form the February City Council meeting.

### **Fiscal Impact**

The City has been awarded \$214,100 from the HRP Program. There is no match requirement for HRP Program funds. Therefore, there would be no fiscal impact to the City's General Fund.

### **Recommendation**

Staff recommends that the City Council of the City of Oakley adopt the updated resolution with the exact grant amount as described in this Staff Report.

### **Attachments**

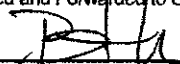
1. February 10, 2015 Staff Report
2. Proposed City Council Resolution

Agenda Date: 02/10/2015Agenda Item: 3.10

## STAFF REPORT

**Date:** Tuesday, February 10, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Joshua McMurray, Senior Planner  
**Subject:** Housing-Related Parks Program (HRP Program) Resolution

Approved and Forwarded to City Council:

  
 Bryan H. Montgomery, City Manager

### Background

Recently, HCD announced through a Notice of Funding Availability (NOFA) that applications are being accepted under the HRP Program. The NOFA is for approximately \$35 million from the passage of Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006. The program is designed to award grant funds to local governments that approve housing for lower-income households and are in compliance with State of California housing element law.

The HRP Program does not use a competitive process to award funds. Funds awarded are calculated on a per-bedroom basis for each newly constructed or substantially rehabilitated residential unit that is affordable to very low-income or low-income households. Eligible units that received a building permit or certificate of occupancy during the designated program years of January 1, 2010, to December 31, 2014, qualify for the HRP Program. Applicants may receive \$750 to \$2,725 per bedroom for very low-income units or \$500 to \$2,200 per bedroom for low-income units. The range for each income group is due to bonus awards that factor in location, type of project, and specific area designations. The minimum application amount is \$75,000.

For the designated program years noted, staff has identified 107 affordable housing units consisting of 204 bedrooms that will qualify for the HRP Program. Considering these affordable housing units, their location, and household income restrictions, Staff anticipates the application will be for an amount between \$200,000 and \$250,000.

Grant funds awarded can be used for the costs of park and recreation facility creation, development, or rehabilitation, including the acquisition of land. Eligible costs to construct, rehabilitate, or acquire capital assets include:

- A. Physical property with an expected useful life of 15 years or more;
- B. Major maintenance, reconstruction, or demolition for purposes of reconstruction of facilities, and retrofitting work or expenditures that continue or enhance the useful life of the capital asset; or

**Subject: HRP Program Resolution**  
**Date: February 10, 2015**  
**Page 2**

**C. Equipment with an expected useful life of two years or more.**

Applications were due by February 5, 2015. HCD allows for the application to be submitted with a draft resolution (which the City did), with HCD requiring a City Council approved resolution within 30 days of the application due date. If awarded HRP funding, Staff proposes to utilize the funds for a portion of the improvements to Holly Creek Park. The proposed improvements consist of the acquisition of adjoining land to Holly Creek Park (4758 Hagar Court) and constructing a parking lot and drinking fountain. The parking lot and drinking fountain amenities will address recreation interests of the community and significantly enhance the overall experience of the park. Any HRP Program funds awarded would need to be expended within 24 months of the award.

The HRP Program is intended to provide a grant to municipalities that are in compliance with state housing element law. HRP Program funds would give the City an opportunity to enhance its community by providing much-needed improvements in qualifying parks.

**Fiscal Impact**

It is anticipated that the City could receive from \$200,000 to \$250,000 in funding from the HRP Program. There is no match requirement for HRP Program funds. Therefore, there would be no fiscal impact to the City's General Fund.

**Recommendation**

Staff recommends that the City Council of the City of Oakley adopt the resolution authorizing the City Manager to:

1. Submit an application to the California Department of Housing and Community Development's (HCD) Housing-Related Parks Program (HRP Program); and
2. If awarded funding, execute an agreement and any related documents necessary to participate in the HRP Program.

**Attachments**

1. Proposed City Council Resolution

**RESOLUTION NO. XX-15  
A RESOLUTION OF THE CITY OF OAKLEY AUTHORIZING THE APPLICATION  
FOR THE HOUSING RELATED PARKS GRANT**

**WHEREAS**, The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated December 10, 2014 (NOFA), under its Housing-Related Parks (HRP) Program.; and

**WHEREAS**, the City of Oakley ("Applicant") desires to apply for a HRP Program grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program; and

**WHEREAS**, The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OAKLEY**

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released December 2014 for the 2014 Designated Program Year in an amount not to exceed \$XXXXX.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$XXXXX.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.



**PASSED AND ADOPTED** by the City Council at a meeting held on the \_\_\_ day of February 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

The undersigned City Clerk of the Applicant herebefore named does hereby attest and certify that the forgoing is a true and full copy of a resolution of the City of Oakley adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. XX-15**  
**A RESOLUTION OF THE CITY OF OAKLEY AUTHORIZING THE APPLICATION**  
**FOR THE HOUSING RELATED PARKS GRANT**

**WHEREAS**, The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated December 10, 2014 (NOFA), under its Housing-Related Parks (HRP) Program.; and

**WHEREAS**, the City of Oakley ("Applicant") desires to apply for a HRP Program grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program; and

**WHEREAS**, The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OAKLEY**

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released December 2014 for the 2014 Designated Program Year in an amount not to exceed \$214,100.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$214,100.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
3. The City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

**PASSED AND ADOPTED** by the City Council at a meeting held on the \_\_\_ day of August 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

The undersigned City Clerk of the Applicant herebefore named does herby attest and certify that the forgoing is a true and full copy of a resolution of the City of Oakley adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** August 11, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Paul Abelson, Finance Director  
**SUBJECT:** City of Oakley Quarterly Investment Report (4th Quarter FY 2014-2015)

Approved and Forwarded to City Council:

  
Bryan 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 June 30, 2015 attached shows a combined pool balance of \$35,895,926.56. In addition, the pool had combined 4th Quarter accrued interest earnings of \$16,845.72. 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 4<sup>th</sup> Quarter of Fiscal Year 2014-2015.

### Attachments

City of Oakley Investment Report for the quarter ended June 30, 2015.



## Quarterly Investment Report

For the Quarter Ended June 30, 2015

Type*	Name of Institution	Rate	Maturity****	Cost Amount	Market Value**
<b>Investments in Wells Fargo Bank Account</b>					
12	Overnight Sweep Investment	0.009%	7/1/2015	\$ 2,437,600.67	\$ 2,437,600.67
<b>Investments with Wells Fargo Investment Advisors:</b>					
9	Institutional Money Market	0.069%	N/A	1,773,552.57	1,773,552.57
<b>Investments with State of California:</b>					
3	Local Agency Investment Fund (LAIF)-City	0.280%	N/A	20,916,686.78	20,924,551.01
<b>Investments with CalTRUST</b>					
11	Short-Term Investment Account-City	0.496%	N/A	9,002,981.60	9,031,281.89
<b>Total Investments Other than Bond Proceeds</b>				<b>34,130,821.62</b>	<b>34,166,986.14</b>
<b>Investments with Wells Fargo Trust (bond proceeds): ***</b>					
<b>2012 Refunding Revenue Bonds</b>					
9	<b>Government Money Market</b> Wells Fargo Advantage Gov MM Svc	0.001%	N/A	114,208.37	114,208.37
4	<b>Certificates of Deposit (3)</b> Discover Bank	1.750%	5/16/12 - 5/16/17	250,000.00	254,202.50
	GE Capital Retail Bank	1.750%	5/18/12 - 5/18/17	250,000.00	253,735.00
	Goldman Sachs Bank USA	1.800%	5/16/12 - 5/16/17	250,000.00	253,967.50
<b>2014 Refunding Revenue Bonds</b>					
9	<b>Government Money Market</b> Wells Fargo Advantage Gov MM Svc	0.001%	N/A	326,132.09	326,132.09
<b>2006 Certificates of Participation</b>					
9	<b>Government Money Market</b> Wells Fargo Advantage Gov MM Svc	0.001%	N/A	574,764.48	574,764.48
<b>Total Investments of Bond Proceeds</b>				<b>1,765,104.94</b>	<b>1,777,009.94</b>
<b>Total All City Investments</b>				<b>\$ 35,895,926.56</b>	<b>\$ 35,943,996.08</b>

### Accrued Interest of Investments other than Bond Proceeds:

Wells Fargo Investment Advisors	102.05
Local Agency Investment Fund	13,022.59
Caltrust Short-Term Investment Account	3,721.08
Accrued Interest as of 06/30/15	<u>\$ 16,845.72</u>

\* 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/2015/201506.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

7/30/15  
Date



Agenda Date: 08/11/2015

Agenda Item: 3.10

## STAFF REPORT

**Date:** August 3, 2015  
**To:** Mayor and Members of City Council  
**From:** William R. Galstan, Special Counsel *William R. Galstan*  
**Cc:** Bryan H. Montgomery, City Manager; Derek P. Cole, City Attorney;  
Chris Thorsen, Chief of Police  
**Subject:** Update on marijuana cultivation ordinance

### FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON AUGUST 11, 2015

#### Summary and Recommendation

Receive and file this report. If Council desires staff to re-draft the marijuana cultivation ordinance, please provide direction for us to do so.

#### Fiscal Impact

None.

#### Background and Analysis

At the July 14, 2015 meeting, Council considered an ordinance drafted by this office in response to recent inquiries as to whether Oakley has any regulation dealing with the cultivation of marijuana. After a lively discussion, Council took no action.

Subsequently, Mayor Hardcastle has requested this office to redraft the ordinance with the intent that amendments might motivate sufficient votes for the ordinance to succeed.

Staff has obtained a copy of AB 266, currently pending in the Legislature. This 42-page bill would enact the Medical Cannabis Regulation and Control Act and would create within the Governor's Office the Office of Medical Cannabis Regulation. It would also establish the Division of Medical Cannabis Cultivation within the Food and Agriculture Department, for the licensure and regulation of medical marijuana cultivators. The bill provides for the enforcement of the provisions of the Act and of local ordinances by the State and by local governments, and would require the office to develop an enforcement framework that clarifies the roles of the State and local governments.



Staff believes that it would be prudent, rather than redrafting the ordinance at this time, to see how AB 266 progresses in the Legislature. If successful, this law could create some uniform regulations, and it would be unnecessary for Oakley to have its own ordinance.

If we were assigned to proceed with an ordinance amendment at this time, substantial factual research would have to be performed by us to arrive at provisions that might make the ordinance more palatable to a majority of Council members. For example, questions arise as to how many plants is it reasonable for a medical marijuana user to have? How far would plants have to be located from side yards to prevent odor issues for neighbors? What security devices should be required to prevent third-person access to outdoor growing areas? What electrical regulations should be drafted for indoor grows?

In the overall context of things, it should be remembered that marijuana cultivation for sale (i.e. large cultivations) is prohibited by state law, thus no ordinance is necessary to prevent a large marijuana "farm".

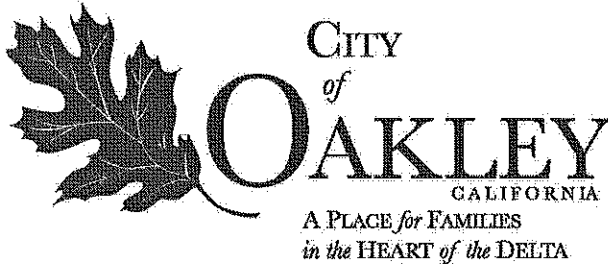
We are also aware that the legalization of marijuana use may soon appear on a statewide ballot, and such an initiative, if successful, could well implicate local ordinances.

### **Conclusion**

Staff believes that monitoring AB 266 would be prudent at this time, rather than drafting further amendments to the proposed cultivation ordinance. Absent any specific direction from a majority of Council, that will be our plan.

### **Attachments**

None.



## STAFF REPORT

**Date:** August 11, 2015  
**To:** City Council  
**From:** Bryan Montgomery, City Manager   
**Subject:** **Resolution Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure**

---

### **Summary and Background**

The Board of Directors of the California League of Cities recently adopted a resolution to support transportation funding, specifically identifying seven priorities of particular importance. The resolution encourages the Governor and the Legislature to include in any additional local transportation funding as part of the "Extraordinary Session on Transportation and Infrastructure" that has been called by the Governor.

The League is working with a broad coalition to seek support for transportation funding and is advocating for a package of \$6 billion annually for at least ten years with the funding being split between the State and local governments. Attached is the resolution that cities are encouraged to adopt to assist with this effort.

### **Fiscal Impact**

None with this action

### **Recommendation**

Adopt a resolution urging the State to provide new sustainable funding for State and local transportation infrastructure

### **Attachment**

1. Resolution



## RESOLUTION No. \_\_\_\_\_

**A RESOLUTION URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE**

**WHEREAS**, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, the City of Oakley is supportive of the efforts of the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

**WHEREAS**, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

**WHEREAS**, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

**WHEREAS**, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

**WHEREAS**, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

**WHEREAS**, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

**WHEREAS**, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

**WHEREAS**, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

**WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

**WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

**WHEREAS**, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state's deferred maintenance; and

**WHEREAS**, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OAKLEY** strongly urges the Governor and Legislature to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

**RESOLVED FURTHER**, that the City of Oakley strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

1. **Make a significant investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
2. **Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards.

Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

3. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
4. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.** While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.
7. **Provide Consistent Annual Funding Levels.** Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels – a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create

more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 11<sup>th</sup> day of August, 2015, 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:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** August 11, 2015

**To:** City Council

**From:** Bryan Montgomery, City Manager 

**SUBJECT: Adoption of the Personnel Policies Manual for the Oakley Police Department**

---

### Background and Summary

At the April 14, 2015 City Council Meeting, the Council adopted a resolution to discontinue contracting with Contra Costa County for the sworn personnel of the Oakley Police Department. Effective May 6, 2016, the sworn personnel will all be City employees.

Prior to making the decision to discontinue the contract with the County, a series of meetings were held to discuss the proposal, including personnel discussions relating to compensation, wages and other miscellaneous benefits. There are currently no sworn City personnel (except Police Chief Chris Thorsen) and an employee association has not been formed to specifically negotiate these matters; but, as is done with the other City employees, the City Council and staff have discussed what is deemed to be a fair set of personnel policies. Operating with that good-faith, what you see in the City's existing Personnel Policies Manual is very similar to what you would see in a Memorandum of Understanding (MOU) in other cities that had been negotiated with formal employee associations/unions.

The same approach is proposed with the new sworn personnel in the Police Department by adopting a Personnel Policies Manual that is very similar to the MOUs you would see in other cities. You will note that, as we have discussed, there are a few components in the proposed Manual that serve as incentives to the existing Sheriff's Office personnel to leave their current (and superior) benefit package with the County and join the newly-formed Oakley Police Department. Recruiting this personnel creates a "turn-key" benefit because they know Oakley, live here or nearby, respect the Team that has been created, and know of the law enforcement issues and people here. Of course, we know and respect these officers well too.

The compensation and benefit components have been shared with the existing staff in “meet and confer” settings following discussions with the City Council, as have the various terms and conditions of the proposed Manual. Staff, including Chief Thorsen, is confident that the existing officers desiring to become a part of the newly-formed Oakley Police Department believe the proposed Manual is fair and will be an effective tool to guide the personnel processes of the Department.

**Fiscal Impact**

The cost to implement the Police Department Manual has been included in the overall cost model for the Department, which is estimated to be at least \$600,000 less than the cost of the Department under the County contract. (The PERS retirement cost is actually about 1.8% less than what was estimated).

**Recommendation**

Adopt a resolution approving the Oakley Police Department Personnel Policies Manual.

**Attachments**

1. Resolution
2. Oakley Police Department Personnel Policies Manual

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
APPROVING A POLICE DEPARTMENT PERSONNEL POLICIES MANUAL**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves a Police Department Personnel Policies Manual, a true and accurate copy of which is attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the City Council held on the 11<sup>th</sup> day of August, 2015 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



Oakley Police Department

**PERSONNEL  
POLICIES  
MANUAL**

*August 2015*





## DEFINITIONS

**Regular Full-Time Employee:** a person employed by the City in a full-time capacity, who has successfully completed a probationary period, and has been retained according to the provisions of the City of Oakley Police Personnel Policies Manual.

**Regular Part-Time Employee:** a person employed in a regularly budgeted class or position which a regular employee may be appointed, and whose normal work schedule is less than the standard hours of work, but at least twenty (20) hours per workweek.

**Newly-Hired Employee:** a person who has not completed a probationary period in any position within the organization or a person who has previously completed a probationary period, but has had more than a three (3) month break in service from the City.

**Probationary Employee:** an employee working a test period during which he or she is required to demonstrate his or her fitness to perform the duties of the class of position to which he or she is appointed by actual performance of those duties.

**Immediate Family:** an employee shall include his or her spouse and the following relatives: children of either spouse, step-children, parent of employee or spouse, brother or sister, half-brother or half-sister, either grandparent and grandchildren.

**Appointing Authority:** the City Manager or his/her designee.

OAKLEY POLICE DEPARTMENT  
PERSONNEL POLICIES MANUAL

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*This Personnel Policies Manual and any amendments hereto  
shall be approved by the Oakley City Council*

## **Section 1. APLICABILITY AND RECOGNITION**

### **1.1 Applicable Employees and Recognized Employees**

The Oakley Police Department Personnel Policies Manual shall be applicable to all sworn officers within the Department.

### **1.2 City Recognition**

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Oakley, hereinafter referred to as the "City" in employer - employee relations.

## **Section 2. NO DISCRIMINATION**

Discrimination or harassment based on age, sex, religion, color, disability, race, national origin, ancestry, citizenship, marital status, veteran status, medical condition, or sexual orientation is prohibited.

The City shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their rights under the Meyers Miliias Brown Act.

## **Section 3. EMPLOYEE RIGHTS**

### **3.1 Right to Representation**

An employee, upon the employee's request, shall be entitled to have representation, at employee's expense, by the designated law firm (currently the law firm of Rains, Lucia Stern) present during any meeting which is disciplinary or a meeting which the employee reasonably believes may result in disciplinary action.

### **3.2 Personnel Files**

There shall be one (1) official personnel file. An employee shall be permitted to review his/her personnel file provided the employee makes a request twenty-four (24) hours prior to the time the employee wishes to review the file. A representative of Human Resources shall be present during the review of the file. An employee's representative, with written permission from the employee and twenty-four (24) hours notice to the City, shall also be permitted to review the employee's personnel file. An employee shall be entitled to receive copies of any material in his/her personnel file or any material which will be submitted to the personnel file.

### **3.3 Notice**

The employee shall be provided copies of all notices related to discipline which results in a loss of pay. At the request of the employee, a copy will also be provided to the law firm of Rains, Lucia Stern. The request must be in writing and addressed to Human Resources.

#### **Section 4. CITY RIGHTS**

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

It is agreed that the following rights shall remain solely a function of management except as may be limited by this agreement and/or by applicable state and federal law:

1. Determine and modify the organization of City government and its constituent work units.
2. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
3. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
4. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Direct employees, including scheduling and assigning work, work hours, and overtime.
6. Establish employee performance standards and to require compliance therewith.
7. Discharge, suspend, demote, reduce in pay, reprimand, and withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
9. Implement rules, regulations, and directives consistent with law and the specific provisions of this Personnel Policies Manual.
10. Take all necessary actions to protect the public and carry out its mission in emergencies.

To the extent that management's exercise of these rights enumerated above impacts the employees' terms and conditions of employment, the City is not relieved of its obligation to meet and confer on these impacts as required by law.

#### **Section 5. PROBATIONARY PERIOD**

##### **5.1 Probationary Period**

All appointments, promotional appointments and reappointments shall be tentative and subject to a probationary period dated from the time of appointment

to a regular full-time or regular part-time position. The probationary period shall be for a one (1) year period of actual service. The City Manager, upon written request of the Police Chief, may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of eighteen (18) months.

An employee remains on probation until such time as the City takes formal, written action to remove the probationary employee from probationary status. This is done by the employee's supervisor completing a written performance evaluation at the approximate date of the probationary employee completing one (1) year in the probationary position. This performance evaluation must be signed by the Police Chief and forwarded to the City Manager for final review and approval.

#### **5.2 Dismissal of Newly-Hired Employees**

During the probationary period, a newly hired employee may be suspended, demoted or dismissed at any time by the appointing authority without the right of appeal. A probationary employee is an "at-will" employee. Notification of dismissal in writing shall be served on the newly-hired employee and a copy filed with Human Resources.

#### **5.3 Demotion of Promoted Employees**

An employee who is promoted to a new position in a higher classification may be demoted to his/her previous position at any time during the one (1) year probationary period without recourse to right of appeal. The employee shall be returned to the position which he/she held prior to the promotion and shall be placed at the salary level held prior to the promotion.

### **Section 6. COMPENSATION**

#### **6.1 Merit System**

In order to properly compensate an employee, adjustments in salary shall be based on a merit system as outlined in the City's Compensation Policy. Adjustments shall not be automatic, but shall depend upon results of the annual performance evaluation. All merit adjustments are recommended by the Police Chief and approved by the City Manager.

#### **6.2 Salary and Wage Plan**

The City Manager and his/her designee(s) shall administer the Compensation Policy for employees.

1. All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired. The current salary ranges are

as follows:

**Table 6.2.1 – Salary Ranges for Fiscal Year 2015-16**

<i>Position</i>	<b>SALARY RANGE</b>
Sergeant	\$7,500 - \$10,500
Patrol Officer	\$6,200 - \$8,800

2. New employees who are hired shall be placed within the salary range. For employees serving as sworn officers assigned in Oakley prior to April 15, 2015 shall be placed in the salary range at the approximate location of the step they were at with the Contra Costa County Sheriff's Office as of the date of hire. The table below indicates where in the salary range employees will be placed:

**Table 6.2.2 – Initial placement in City range for sworn officers assigned to Oakley as of the date of hire**

<i>Position</i>	<b>Non S.O.</b>	<b>S.O. Step 1</b>	<b>S.O. Step 2</b>	<b>S.O. Step 3</b>	<b>S.O. Step 4</b>	<b>S.O. Step 5</b>	<b>S.O. Step 6</b>
Sergeant	\$7,500	\$8,500	\$8,866	\$9,247	\$9,644	\$10,059	\$10,500
Deputy	\$6,200	\$7,000	\$7,329	\$7,673	\$8,034	\$8,412	\$8,800

All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired. No employee shall be hired at or promoted to a level below the salary range minimum without mutual agreement between the City and the employee.

3. New or any modifications to salary ranges will be recommended by the City Manager and adopted by the City Council. It is the City's objective to establish ranges that closely use the salary ranges of surveyed classifications at the mean (average) of the survey agencies plus 13% for the top end of the range. After reaching the maximum point, an employee has the opportunity to earn a lump sum merit award based on outstanding performance, but may not be considered for base salary increases unless his or her salary range is adjusted.

4. The City desires to set salary ranges that are competitive and comparable to relevant cities near Oakley. The comparative cities currently utilized by the City are:

- Antioch
- Brentwood
- Hercules
- Pittsburg
- Benicia
- Pleasant Hill

5. 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.

### **6.3 Salary Adjustments**

1. 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.

2. Adjustments in salary shall be based upon employee performance as determined by the performance evaluation. It is the duty of the supervisor and Police Chief to give a fair and unbiased evaluation based on job performance of the employee. Adjustments in salary shall be determined as pursuant to the Compensation Policy, approved by the City Manager and within the merit increase range approved by the City Council.

3. 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).

After reaching the maximum point of the salary range, an employee has the opportunity to earn a lump sum merit award based on outstanding performance, but may not be considered for base salary increases unless his or her salary range is adjusted.

### **6.4 Salary Following Promotion**

1. A promoted employee will be placed in the appropriate classification salary range and such employee shall be placed in the new salary range 3.5% above the previous salary level, unless that amount exceeds the maximum salary of the new classification's range.

2. Future salary increases will be considered prior to July 1<sup>st</sup> and effective the first full pay period of August, pursuant to the Compensation Policy.

#### **6.5 Salary Following Demotion**

1. In the case of the demotion of an employee, such employee shall be moved to 3.5% below the employee's salary prior to the demotion or the top of the new range, whichever is less.

2. The annual performance review schedule shall be maintained and there shall be no additional probationary period.

#### **6.6 Salary on Reclassification of Positions**

If an employee is reclassified, the employee shall be placed in the salary range of the new classification at the same amount as the employee's salary prior to the reclassification plus a 3.5% increase in salary. The annual performance review date shall change to the effective date of the reclassification. There shall be no additional probationary period.

#### **6.7 Salary for Work Performed in a Higher Classification**

1. On occasion an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position. In such cases, the employee's salary may be adjusted to compensate for the higher level of duties.

2. In order to receive adjusted compensation for working in a higher classification the employee must be assigned, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days, without regard to the calendar week).

3. Adjusted compensation for working in a higher classification shall consist of a flat five percent (5%) increase above the employee's current salary, or the lowest salary within the higher salary range, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

4. Each case will be evaluated on an individual basis and recommendation for compensation for work in a higher classification will be made by the Police Chief and approved by the City Manager. Such approval should be made in advance whenever possible.

#### **6.8 Designation of Beneficiary**

When termination is caused by the death of the employee, pay for unused vacation shall be paid to the beneficiary the employee has designated. Such



designation shall be in writing, signed by the employee and filed with Human Resources. If the employee is married and designates a beneficiary other than the spouse for more than fifty percent (50%) of the benefits payable, the signature of the spouse also shall be required on the designation. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

## **6.9 Differential and Longevity Incentive Pay**

### **a. POST Certifications**

All sworn personnel with an Intermediate POST Certification shall receive a two and one-half percent (2.5%) augmentation to base salary and an additional two and one-half percent (2.5%) for an Advanced POST certification. Such augmentations will take place with first complete pay period following documentation being received by Human Resources of these certifications.

### **b. Field Training Officer (FTO) Duty**

Any officer assigned as an FTO shall receive five percent (5%) augmentation to base salary for actual time served as an FTO. ("Time served" is defined as the time training an officer in this capacity).

### **c. Motorcycle Officer Duty**

Any officer assigned to motorcycle duty shall receive a five percent (5%) augmentation to base salary for time served as a motorcycle officer.

### **d. Graveyard Shift**

Any officer assigned to the Graveyard Shift shall receive a 5% augmentation to base salary in the first full pay period following being assigned to Graveyard.

### **e. Detective Duty**

Any officer formally assigned as a Detective shall receive a 5% augmentation to base salary in the first full pay period following being assigned as a Detective.

### **f. Bilingual Pay**

Any officer deemed full professionally proficient in the Spanish language will receive a one and on-half (1.5%) augmentation to base salary as Bilingual Pay.

### **g. Longevity Incentive Pay for former Contra Costa Sheriff's Office Personnel**

All sworn officers that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015 shall be eligible for Longevity Incentive Pay, which shall be a five percent (5%) augmentation to base salary at year 10 and two and one-half percent (2.5%) for every five (5) years of service thereafter until twenty five (25) total years have been served. The augmentation shall take commence the first full pay period following Human Resources being notified and confirming the years served. Time already served with the Contra Costa

Sheriff's Office will count towards this calculation.

## **Section 7. HOURS OF WORK AND OVERTIME COMPENSATION**

### **7.1 Hours Worked**

Police Services has a variety of different work shifts to meet the needs of the City and the Department. The work hours cover a period of seven (7) days a week and twenty-four (24) hours a day. An employees work week will be considered (40) hours.

The regular work hours for unit employees shall be four (4) shifts of ten (10.0) work hours in a seven (7) day work period. Additionally, regular work hours may be considered (3) shifts of thirteen hours and twenty minutes (13.3) in a seven (7) day period.

Alternative schedules may be used to accommodate the needs of the Department.

### **7.2 WorkWeek**

The workweek for employees, consistent with the 7(k) exemption of the Fair Labor Standards Act, is one hundred seventy-one (171) hours per 28-day period. The workweek is not necessarily the same as the calendar week. The workweek for all sworn police officers, begins at 12:00 a.m. Monday and ends at 11:59 p.m. Sunday.

### **7.3 Overtime Policy**

It is the policy of the City to avoid the necessity for overtime work. When overtime work is necessary, such overtime shall be authorized by the Police Chief or his/her designated representative, but shall be kept at a minimum.

Overtime work for employees, except as otherwise provided, shall be defined as any time worked beyond ten (10) hours or thirteen hours and twenty minutes (13.3) , depending on shift assignment, in a twenty four (24) hour period or over 171 hours in any work week (the 28-day period).

### **7.4 Overtime Compensation and Computation Policy**

All overtime pay is compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay, not including any differentials or shift pays. Any special differentials which are applicable during overtime hours worked will be computed on the employee's base rate of pay (not on the overtime rate of pay).

Employees may choose to be compensated for overtime work through compensatory time-off (comp time) at the rate of one and one- half (1.5) hours comp time per overtime hour worked instead of receiving cash payment. The decision to receive overtime pay or compensatory time credit shall be made at the end of the pay period in which the overtime is worked. There is no provision for

converting compensatory time to overtime pay except at termination. Compensatory time may be accrued up to a maximum of forty (40) hours per employee.

If an employee has any unused accrued comp time at termination, the employee will be paid for such unused comp time at his/her regular rate of compensation at termination.

In case of less than one-hundred seventy-one (171) hours worked in a workweek, due to vacation, holidays, sick leave, or other paid or unpaid leave, employees who work approved additional hours shall be paid overtime compensation for those hours paid in excess of ten (10) hours per workday; or thirteen hours and twenty minutes (13.3) if assigned to an alternative schedule.

**7.5 Overtime - Conditions of Civil Disaster or Local Peril**

In case of civil disaster, state of extreme emergency or local peril, the procedure for payment of overtime may be suspended temporarily by the City Manager for the period of the emergency. During such period, the City Manager shall determine the compensation procedure. However, such procedure shall not change the rate of overtime compensation.

**7.6 Pay Periods**

Payday shall be every other Friday (bi-weekly) for the two (2) work week period ending on Sunday of the preceding week.

**7.7 Court Appearance Compensation**

If a Police Services employee appears on a court subpoena during his/her off-duty time, he/she will be compensated. Employees shall be compensated for off-duty court appearances on work days as follows:

An employee shall be compensated with a three (3) hour overtime minimum or actual time in court, whichever is greater, for any court appearance that starts more than one-half (.50) hour before an employee's shift or more than one-half hour after the conclusion of an employee's shift.

For court appearances which begin during an employee's shift or within a half-hour of the start or conclusion of an employee's shift, the employee shall be compensated for the actual time worked.

An employee shall be entitled to not more than two (2), three (3) hour minimum each day. Employees shall be compensated for court appearances on scheduled days off as follows:

- An employee shall be compensated with a four (4) hour minimum or actual time in court, whichever is greater.
- An employee shall be entitled to not more than two (2), four (4) hour minimums per day.

## **Section 8. STANDBY AND CALLBACK PAY**

### **8.1 Standby Status and Standby Pay**

When it is necessary to require an employee to leave work where he/she can be reached for emergency call out or other services during a specified period of time, other than scheduled hours of work, such employee shall be considered on standby status. (This provision does not apply to court ordered standby status issued by the District Attorney's Office or Judge.)

The following provisions apply to standby status:

#### ***Compensation:***

1. Any employee formally placed on stand-by status in writing shall be paid two-hundred and fifty dollars (\$250) per week (7 days). A partial week on stand-by status shall be prorated.
2. If an employee is called out for an emergency while on standby status, he/she will be compensated for a minimum of two (2) hours work at one and one-half (1.5) times the regular hourly pay rate. Any time worked in addition to the two-hour minimum will be compensated at one and one-half (1.5) times the normal hourly rate for each additional hour or fraction thereof. Work time shall commence from the time the employee is called to work until the time the employee returns home.
3. Employees called back to work after midnight may elect to arrive at work that same day an amount of time past the normal starting time equivalent to the time worked past midnight. If an employee elects to exercise this privilege, he/she must notify the supervisor in advance of the normally scheduled workday or within one-half hour (30 minutes) of normal start time. If it is deemed to be detrimental to the operation of the City to grant this time off, the supervisor may deny the request. Employees who use this option will be paid the regular hourly rate for hours actually worked that day.
4. The employee shall not use alcohol or prescription medication which may impair job performance during the entire period he/she is on stand-by status.

### **8.2 Call Out Procedure**

Employees may be called out during other than normal work hours to perform

necessary work. In the event that an employee is called back to work before or after normal working hours, he/she will be compensated for a minimum of two (2) hours work at one and one-half (1.5) times his/her normal rate of pay. Any time worked in addition to the minimum two (2) hours will be compensated at one and one-half (1.5) times the normal hourly rate of pay for each additional hour or fraction thereof. In the event an employee is called in to work and the time worked runs into the employees regular work shift, the employee will be compensated at his/her regular rate of pay once the regular work shift begins. Work time shall commence from the time the employee is called to work.

## **Section 9. HOLIDAYS**

### **9.1 Holidays**

The following holidays are recognized as regular holidays for pay purposes. Regular full-time employees who work a minimum of forty (40) hours per week on a continuous basis are entitled to receive eight (8) hours of holiday pay at a rate of one and one half (1.5) times their normal hourly rate.

Regular and probationary full-time employees shall have the following days off with pay:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- Employee's Birthday

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

An employee who wishes to be excused from work in observance of a religious holiday (not listed as a "Regular Holiday for Pay Purposes") shall request approval of such absence from the Police Chief. If approved, such time off shall be charged against the employee's accumulated compensatory time, discretionary holidays, or vacation leave.

## **9.2 Holiday Pay Eligibility**

If a holiday falls on an employee regular work day or scheduled day off the employee will receive holiday pay. If a holiday falls on an employee regularly scheduled work day and the employee calls in sick on that day, the employee will not receive holiday pay.

If a holiday falls on an employee's regular work day, and the employee is on a scheduled vacation, the employee will receive 8 hours of vacation time credited to their vacation accrual in lieu of holiday pay.

## **Section 10. VACATION**

### **10.1 Eligibility**

There is no waiting period before an employee can request to take accrued vacation time; however, vacation hours cannot be used in the pay period within which they are earned. An employee may not accrue vacation while on any unpaid leave of absence or while on Family Medical Leave.

### **10.2 Initial Accruals**

The City Manager, upon recommendation of the Police Chief, may grant up to additional vacation leave and sick leave at the time of initial appointment to new employees who enter City employment with prior local government experience as necessary to recruit and retain employees.

*Note:* All new employees that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015 shall receive an initial accrual of forty (40) hours week of vacation and forty (40) hours of sick leave on the date of hire.

### **10.3 Holiday during Vacation**

An employee will not be charged vacation leave for a holiday (as specified herein) occurring during the employee's scheduled and approved vacation

### **10.4 Illness during Vacation**

Vacation leave may be changed to sick leave IF an employee submits a doctor's certificate/note satisfactory at the discretion of Human Resources that the employee was ill and unable to work during the employee's scheduled vacation.

### **10.5 Vacation Accrual**

The City recognizes its employees' loyalty and longevity of service by granting an increase in vacation hours at milestone anniversary dates. Regular full-time employees shall be entitled to accrue paid vacation for active completed service

according to the following schedule:

YEARS OF SERVICE	VACATION HOURS ACCRUED PER YEAR
Year 0-3	80 hours per year
Year 4-7	120 hours per year
Year 8+	160 hours per year

The increase in rate of vacation accrual is effective on the next pay period following the anniversary of the employee's hire date. For example, if an employee completes three full years of service on July 1<sup>st</sup> and the next full pay period begins on July 5<sup>th</sup>, the employee will begin accruing the 120 hours per year on July 5<sup>th</sup>. Vacation accruals are calculated on a bi-weekly basis with the City's pay period schedule and are reflected on the employee's paycheck.

**Note:** All new employees that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015 shall receive credit for years served with the Contra Costa Sheriff's Office to determine rate of vacation accrual.

#### 10.6 Vacation Accumulation

The City provides vacation leave to encourage employees to take time away from work on a regular basis. For this reason, employees may earn and accumulate vacation leave up to a maximum of two and one-half (2.5) times the amount of the accrual of the employee

Each regular full time and probationary employee shall accrue vacation at the following rate for continuous service performed as follows:

Year 0-3	200 hours maximum
Year 4-7	300 hours maximum
Year 8+	400 hours maximum

#### 10.3 Use of Vacation

Vacation shall be requested via email as far in advance as possible with the employee's supervisor or Police Chief. An employee shall submit an email request to the Police Chief and approval of the Police Chief or designee is required prior to taking vacation time off. The Police Chief or designee shall respond to the employee via email within seven (7) calendar days after submission of the request. Vacation leave shall not be used beyond the time accrued. The time at which an employee may use her/his accrued vacation leave and the amount take at any one time shall be determined by the Police Chief, or the Police Chief's

designated representative, with particular regard for the needs of the Department.

### **10.5 Vacation at Separation**

A regular full-time or regular part-time or new hire probationary employee whose employment with the City terminates shall be paid for that part of his/her vacation accumulation that remains unused at the time of separation. Payment for unused vacation shall be made at the rate of pay in effect for the employee at the time of separation.

### **10.6 Vacation sell back**

1. Employees are eligible to exchange up to forty (40) hours of accrued vacation for a lump sum payment at the employee's current salary rate twice each fiscal year as follows:

- a. The lump sum payments will occur in conjunction with the last pay period for March and for October of each year.
- b. Although there is no qualifying period to be eligible to exchange vacation for pay in March, the employee must have successfully completed her/his probationary period to be eligible.
- c. The employee desiring to exchange vacation leave has taken at least two weeks (the equivalent of ten (10) 8-hour working days) off from work during the previous twelve (12) months. This could be in the form of vacation, compensatory time off, or management leave. Use of sick leave or leave without pay does not satisfy this program requirement.
- d. The employee, after the requested exchange of vacation leave, will still have at least one-hundred and twenty (120) hours of vacation leave remaining.

2. In the event that an employee, eligible for vacation accrual, experiences a financial hardship due to circumstances beyond their control, they may submit a request to the Human Resources to receive cash payment of accrued vacation at any time during the year. Hardship Request forms are available in the Human Resources. Examples of qualifying hardship requests include: unexpected legal expenses, unbudgeted medical expenses not covered by other means, or situations that cannot be planned or anticipated.

In order to keep hardship requests and the circumstances surrounding such a request as confidential as possible, all hardship requests will be reviewed within the following manner:

- a. The employee submits a completed Hardship Request form to Human Resources.
- b. The Human Resources office will obtain an updated copy of the employee's absence schedule from payroll to verify the number of vacation hours available. The employee must still have at least one-hundred and twenty (120) hours of vacation leave remaining to be eligible for a Hardship



Request.

- c. If clarification is necessary, Human Resources will contact the requesting employee to obtain additional information.
- d. A request that meets the qualifications described above will be reviewed by Human Resources and then presented to the City Manager with a recommendation for denial or final approval.
- e. The employee will receive a response regarding the status of their request within five (5) working days from the date it is received by Human Resources.
- f. The approved request will be delivered to payroll. A check will be prepared within three (3) business days.

## **Section 11. SICK LEAVE**

### **11.1 Statement of Policy**

Paid sick leave is an employee benefit of time off granted to an employee in cases of personal illness or accident, medical or dental treatment, or as described in this Manual. It is not an "entitlement" benefit such as vacation. The employee shall make notification by contacting the on-duty Supervisor as soon as possible after determining leave will be taken and prior to the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her Supervisor or the Police Chief. Notifications shall be made by telephone to the Supervisor. If the Supervisor is out of the office, the employee shall notify Dispatch of the sick call and provide a telephone number where the employee can be contacted. Dispatch will notify the on-duty Supervisor of the call.

With advance written notice from the Police Chief: an employee may be required to provide a written statement from the attending health care practitioner or dentist that the employee is or was incapacitated and unable to perform his/her duties. The written notice shall state the reason that the employee is required to provide such a statement. The Police Chief also may require a health care practitioner or dentist's statement that the employee is capable of and released to return to all his/her duties.

Any employee who is absent from work due to sick leave shall not engage in any activity or work which would inhibit his/her ability to return to work at the earliest possible time.

### **11.2 Accrual**

Regular full-time employees earn 3.69 hours per pay period. Sick leave is earned during any paid leave of absence, but is not earned during any unpaid leave of absence, or during Family Medical Leave. Employees that are off of work due to illness or injury shall not accrue sick leave once they begin to received disability

benefits or are no longer receiving wages through payroll, beginning with the first full pay period that they are off payroll, unless required by law.

### **11.3 Accumulation**

An employee may accrue seven hundred and twenty (720) hours of sick leave. Once the accrual maximum is reached, the employee can earn no other paid sick leave until the accrual balance is reduced.

### **11.4 Use**

Sick leave may be used by the employee for purposes as described in this Manual. As stated herein, a written health care practitioner's statement may be required before approval of sick leave pay. In the event of continued, regular absence requested as sick leave, an employee may be further counseled by the Police Chief and required to see the City's physician at no cost to the employee. Pay for approved sick leave shall be authorized until the employee's accumulated total sick leave hours have been exhausted and at such time the employee shall receive no further pay for sick leave.

An employee shall be granted time off chargeable to sick leave for a visit to a health care practitioner or dentist.

An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of sick leave hours for which pay is received.

Sick leave will not be granted for any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by employee's own willful misconduct.
2. Disability arising from any sickness and injury related to employment other than with the City of Oakley.

Abuse of sick leave, i.e., used for unauthorized purposes, may result in disciplinary action.

### **11.5 Depletion of Sick Leave**

In the event of an employee's continued illness after depletion of his/her sick leave, such absence may, with the approval of the Police Chief, be charged to vacation time accrued. Upon depletion of leave benefits, a medical leave without pay may be granted with approval of the City Manager.

### **11.6 Leave Chargeable to Sick Leave**

An employee may be granted time off with pay for the following:

1. Absence due to the illness or injury of a member of the employee's immediate family, defined as employee's spouse, child, domestic partner, or parent.
2. Absence beyond three (3) days, or five (5) days if outside the state, due to the death of a member of the employee's immediate family.
3. Birth of child to employee's spouse- while spouse is hospitalized.

Such time off shall be considered as sick leave and shall be charged against the accumulated sick leave of the employee.

### **11.7 Abuse of Sick Leave**

The City of Oakley provides a generous amount of sick leave hours and encourages employees to use these hours wisely and maintain a comfortable number of hours available for unforeseen situations. The City considers the abuse of sick leave as a serious offense and evidence substantiating use of sick leave for willful injury, gross negligence, intemperance, or any instances of misrepresentation will result in disciplinary action, up to and including termination from employment.

Other examples of abuse of sick leave include the following:

- Failure to notify supervisor of medical absence
- Failure to provide physician's verification when required
- Fraudulent physician verification
- Use of sick leave for that which it was not intended or provided
- Continued pattern of maintaining zero or near zero leave balances or seeking approval of leave without pay because sick leave accrual has been exhausted
- Pattern of abuse, for example, the routine use before, and/or after holidays; before, and/or after weekends or regular days off; after pay days; of any one specific day; following overtime worked; frequent use of half days; and/or any routine use of any combination of the above.

The City maintains minimum staffing levels and excessive absenteeism creates a negative impact on the workplace by disrupting work schedules, increasing overtime costs, leaving projects incomplete, decreasing organizational efficiency, moving additional work upon others, and creating an overall negative morale within the organization.

### **11.8 Sick Leave Conversion at retirement or resignation**

Sick leave is forfeited and not cashed out upon separation from employment, unless an employee has completed five (5) years or more with the City at the date of separation and then fifty percent (50%) of the value of accrued sick leave will be

paid to the employee at separation. If an employee is retiring at separation, the cash payment for sick leave may be disbursed to the retiring employee through a lump sum cash payment that is deposited into the employee's deferred compensation account (as allowed under terms and conditions of the plan and Internal Revenue Service regulations); used as a payment to CalPERS to buy service time, if eligible; placed in a retiree health savings account; or, a combination of these options at the election of the employee.

**Note:** All new employees that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015 shall receive credit for years served with the Contra Costa Sheriff's Office to determine eligibility for sick leave conversion.

### **11.9 SICK LEAVE DONATION FOR CATASTROPHIC CIRCUMSTANCES**

An employee may be eligible to receive donations of up to four-hundred eighty (480) hours of paid sick leave to be included in the employee's sick leave balance, if exhausted, with the City Manager's written approval and only if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work, and only if the employee is in good standing. A catastrophic illness or injury is a medically-certified illness, injury impairment, or physical condition that prevents an eligible employee from returning to work for a period of sixty (60) or more calendar days.

1. *Rules of Sick Leave Donation Program*
  - a. An employee is not eligible to receive sick leave donations if she/he is currently receiving workers' compensation, short-term or long-term disability benefits.
  - b. No sick leave or other leave accruals are accrued by an employee using donated sick leave; however, other benefits, such as insurance and participation in the CalPERS retirement defined benefit plan, will be provided to employee while utilizing donated sick leave.
  - c. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
2. An Employee may donate sick leave if the donating employee:
  - a. Voluntarily elects to donate sick leave and does so with the understanding that donated leave will only be returned if not used by the affected employee within ninety (90) days of the donation;
  - b. Donates a minimum of eight hours;
  - c. Retains a combined leave balance (vacation and sick) of at least one-hundred sixty (160) hours;
  - d. Donates time in one (1) hour increments. For every one (1) hour of sick leave time donated by the donor, the recipient will be credited with one (1)

hour of sick leave. The pay levels of the two employees shall not affect the transaction;

- e. No sick leave or other leave accruals are accrued by an employee using donated sick leave; however, other benefits, such as insurance and retirement, will be provided to employee while utilizing donated sick leave;
- f. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

3. Donations are Voluntary and the City Manager shall respect an employee's right to privacy, however, she/he may, with the permission of the employee who is in need of leave, inform employees of their co-worker's critical need for sick leave hours. The City Manager or any other employee shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

#### **11.10 On-the-Job Injury**

An employee injured in the course of employment must report the accident to his/her supervisor. The supervisor is responsible for submitting a statement signed by the employee and giving all details within twenty-four (24) hours of the accident.

When an employee is off work as the result of a valid on-the-job injury or illness sustained in the service of the City, the City shall continue his/her pay in the amount of his/her monthly rate for up to but no longer than one (1) year of compensated time off as dictated by California Government Code Section 4850. Such pay shall be considered as on-the-job injury leave and shall not be charged as sick leave.

During the time that an employee is off work as the result of a valid on-the job injury, the employee will retain his/her Department seniority.

#### **11.11 Off-the-Job injury**

Any injury/illness occurring other than in the service of the City may be compensated for through the provisions of the long-term disability insurance plan provided by the City.

### **Section 12. OTHER LEAVES OF ABSENCE**

#### **12.1 Personal Leave of Absence without Pay**

Upon recommendation of the Police Chief, the City Manager may grant an employee a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interests of the City. No such leave shall be granted except upon written request, and the approval must be in writing.

Requests should be made as far in advance as practical. Such leave shall not exceed three (3) calendar months duration. Loss of service credit will occur for the duration of the leave; no benefit credit will be accrued toward vacation or sick leave. Employee insurance benefits will remain in effect. Performance review will be deferred if necessary or may be rescheduled upon return to work.

## **12.2 Family Care and Medical Leave**

Employees are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continuing with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous twelve (12) month period to determine how much leave has been used to determine how much leave an employee is entitled to.

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee;
2. The placement of a child with an employee in connection with the adoption or foster care of a child;
3. Leave to care for a child, parent or spouse who has a serious health condition;  
or
4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

An employee is eligible for leave if the employee has been employed for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave.

An employee's entitlement to leave for the birth of a child or placement of an adopted or foster care child expires twelve (12) months after the birth or placement.

Leave under this section is unpaid. While on leave, employees will continue to be covered by the City's group health insurance to the same extent that coverage is provided while the employee is on the job. Employees on leave may make appropriate contributions to continue other benefits. Employee contribution rates are subject to any changes in rates that occur while the employee is on leave. If an employee fails to return to work for a period of at least thirty (30) days, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the

employee to leave, or because of circumstances beyond the employee's control. The City shall have the right to recover the cost of premiums through deduction from any sums due the employee (e.g., unpaid wages, vacation pay, etc.).

If an employee requests leave for any reason permitted under this section, he/she must exhaust all accrued leave (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this section.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee also must exhaust accrued sick leave.

Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of his/her position.

The City reserves the right to require a medical opinion from a second health care provider chosen by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee. The opinion of the third provider will be binding.

The cost of the second and third opinion shall be borne by the City.

If an employee requests leave intermittently (a few days or hours at a time) or requests a reduced work schedule to care for an immediate family member with a serious health condition or the employee's own medical condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave.

Although the City recognizes that emergencies arise, which may cause employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that he/she will need leave in the future but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that the employee knew about the requested leave in advance of the request or that the employee's notice is inadequate, the City may delay the granting of the leave until, in the City's discretion, it can cover the position adequately with a substitute.

As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to

perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of restoration.

### **12.3 Pregnancy Disability Leave of Absence**

Pregnancy Disability leave of absence, paid or unpaid, shall be granted to an employee with a health care practitioner's statement regarding disability due to pregnancy for a period not to exceed four (4) calendar months, provided the practitioner's statement complies with applicable State and Federal law. Employees shall be entitled to use any accrued vacation, compensatory time off, or sick leave during this period of time. Upon the request of the employee and the recommendation of the Department Head, the City Manager may approve an extension of pregnancy disability leave of absence.

While on paid pregnancy disability leave of absence, employees will continue to accrue vacation, sick leave or PERS service credit and be covered by all insurance plans to the same extent that coverage is provided to employees while on the job. In the event any insurance plans which the employee is provided require contributions on part of the employee and such employee contribution rates increase for employees who are on the job, such increases shall apply to the employee who is on leave. Scheduled performance reviews may be deferred if necessary and scheduled upon return to work.

While on unpaid pregnancy disability leave of absence, employees will not be eligible to accrue vacation, sick leave or PERS service credit. Employee insurance benefits will remain in effect to the same extent coverage is provided to employees while on the job. In the event any insurance plans which the employee is provided require contributions on the part of the employee and such employee contribution rates increase for employees who are on the job, such increases shall apply to the employee who is on leave. Scheduled performance reviews may be deferred if necessary and scheduled upon return to work.

### **12.4 Bereavement Leave**

Employees shall be granted up to three (3) working days leave with pay by the Police Chief in the event of death in the immediate family of the employee if death occurred within the State and up to five (5) days if death is outside of the State. ("Immediate family" is defined in "Definitions" section of this Manual)

Additional time off in excess of three (3) or five (5) days may be taken by an employee with prior approval of his/her Police Chief and the City Manager. Such additional time off is to be charged in the following order:



- a. Accumulated sick leave
- b. Accumulated vacation leave
- c. Accumulated compensatory time
- d. Leave of absence without pay.

### **12.5 Military Leave of Absence**

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the appointing authority an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Whenever possible, the employee involved shall notify his/her department of such leave requested at least ten (10) working days in advance of the beginning date of such leave.

Upon termination of military leave, the employee, in accordance with applicable law, may return to his/her classification without loss of seniority or other benefits.

### **12.6 Military Reserve Training**

Employees attending the two (2) week Summer Camp Sessions held by branches of the military are paid the difference between their regular City base salary and military pay received. Employees should notify their Police Chief as soon as their dates of training are known and submit a copy of their military orders. These sessions do not constitute breaks in employment, and benefits accrue as usual.

### **12.7 Subpoena**

Employees, who are subpoenaed to appear as witnesses on behalf of the Federal Government or any of its agencies, the State of California or any of its agencies, or the City of Oakley or any of its agencies, shall be granted a leave of absence, upon presentation of the subpoena to the Police Chief. Said employees shall receive full pay for such appearances, provided the employee remits to the City all fees as soon as received by the employee for such appearances.

For appearances in Contra Costa County as a result of a subpoena from the District Attorney, Public Defender, Department of Motor Vehicles or any other Government Agency, compensation shall be as indicated in Section 7 of this Manual.

Compensation or expenditures of the employee, for mileage or subsistence allowances, shall not be considered as a fee and shall be retained by the employee.

### **12.8 Jury Duty**

Employees required to report for jury duty shall be granted leave for such

purpose, upon presentation of jury notice to the Police Chief. Said employees shall receive full pay for the time served on a jury, provided the employee remits to the City all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

#### **12.9 Medical Leave/Work Related**

All employees are covered by Workers' Compensation as required by law. Employees shall be provided leave consistent with these laws.

#### **12.10 Medical Leave/Non-Work Related**

An employee who is disabled due to a non-work related injury or illness shall be granted an unpaid leave of absence for the period of the disability provided the practitioner's statement complies with applicable State and Federal law; however, the period shall not exceed three (3) months, inclusive of the time provided under the "Family Care and Medical Leave" provisions (Section 12.2).

#### **12.11 Return from Leave**

Upon expiration of leave, an employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position.

#### **12.12 Unauthorized Leave of Absence**

Unauthorized leave of absence shall be considered as days, or portion of days, not worked in which the employee was scheduled to work. Unauthorized leave will be deducted from the employee's pay in an amount equivalent to the time absent. An unauthorized leave of absence will result in disciplinary action. Unauthorized leave of absence for more than three (3) days shall be cause for automatic termination of employment with no right of appeal.

### **Section 13. LAYOFFS**

#### **13.1 City Council Action**

The City Council shall determine which position(s) shall be eliminated within the organization. Human Resources shall determine and notify the employee(s) to be laid off as a result of the eliminated position(s).

#### **13.2 Order of Layoffs**

To determine which employee is to be laid off as a result of an eliminated position, Human Resources shall use the following procedure:

1. Prepare a list of every employee in the affected classification. (A classification is

defined as a position or group of positions sufficiently similar in duties and responsibilities in which the same title, qualifications, test of fitness and salary range can be applied.)

2. Determine which employee(s) within the classification will be laid off. If there is only one (1) employee in the classification, that employee shall be given a layoff notice.

If there are two (2) or more employees within the same classification, Human Resources shall apply the following order in determining which employee shall be laid off:

First, temporary employees in the classification shall be laid off. The City Manager shall determine which temporary employee(s) shall be laid off.

Second, if there are no temporary employees in the classification, layoff will be determined by seniority in City service.

3. Seniority shall be defined as follows:

As determined by official City payroll records, all service in the employ of the City shall be counted toward the establishment of an employee's City seniority service ranking including temporary, regular part-time, probationary and regular full time, as well as obligatory leaves for military service while an employee of the City. Loss of service credit will occur for the period of a leave of absence without pay. Less than full time service will be consolidated in equivalencies of full-time service for the purpose of establishing City seniority service ranking.

*Note:* All new employees that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015 shall receive credit for years served with the Contra Costa Sheriff's Office to determine seniority.

### **13.3 Displacement Rights**

An employee designated to be laid off shall receive written correspondence with at least a minimum thirty-day layoff notification and displacement rights.

### **13.4 Notification of Displacement**

An employee scheduled to be laid off must request displacement in writing to Human Resources within seven (7) working days of receipt of notice of layoff. An employee displacing to a lower or related classification shall be placed at the salary tier representing the least loss of pay. In no case shall the salary be increased above the amount received in the classification from which the employee was laid off.

Employees assuming a lower or related classification shall serve a probationary

period in the new classification unless they previously have completed a probationary period in the classification.

### **13.5 Reemployment**

The names of employees laid off or displaced shall be entered on a reemployment list in the inverse order specified in Section 13.2 of this Section. As reemployment opportunities become available in the classification from which the employee was laid off: the employees on the list, commencing with the highest score, shall be offered return to those positions. Reemployment lists shall remain in effect for two (2) years.

Laid-off or displaced employees will be notified of reemployment opportunities by certified mail at the last official known address of the laid-off or displaced employee. It shall be the responsibility of the laid-off or displaced employee to inform the City in writing of any changes in his/her address.

The laid-off or displaced employee must notify Human Resources of his/her acceptance within three (3) work days of receipt of the mailing as reflected on the postal service certified return receipt. The employee shall be notified of such time limit in the written reemployment offer. Failure to contact the designated City official within such period shall be deemed as rejection of the vacant position and will remove the employee from the reemployment list.

## **Section 14. EMPLOYEE BENEFITS**

### **14.1 Retirement Plan**

Employees shall participate in the California Public Employees Retirement System (PERS) 2.7% at 57 plan pursuant to the terms and conditions of the California Public Employees' Pension Reform Act of 2013 (PEPRA). The plan includes the 4th Level 1959 Survivor's Benefit and 3% C.O.L.A.

The City does not participate in the Social Security Plan with the exception of the mandatory Medicare (FICA) deduction.

### **14.2 Disability Insurance**

During the term of this agreement, the employee shall pay the cost of long term disability insurance. The cost for this insurance shall be paid monthly through the employee's monthly association dues.

### **14.3 Health/Life Insurance Program**

The City shall provide a health, dental, vision, and life insurance plan for employees and their dependents consistent with benefits currently in effect with other City employees. Currently, the monthly allotment for health insurance is \$1,235 per month. Dental and vision coverage for employee and dependents is

currently paid for by the City. Also, at City expense a life insurance policy of \$50,000 is provided to the employee.

#### **14.4 COBRA - Continuation of Health Coverage**

As required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) the City's health insurance plans provide for continuation of group health coverage to employees and eligible family members, upon a qualifying event, at the employee or family member's expense according to the provisions set forth in COBRA.

#### **14.5 Deferred Compensation**

Employees may participate in the deferred compensation plan in accordance with the guidelines of that plan as long as such a plan is offered to any employees through the City.

#### **14.7 Mileage Reimbursement/Allowance**

Whenever an employee is required to use a private vehicle in the conduct of City business, such employee is entitled to reimbursement for actual mileage. Mileage is reimbursed at the rates prescribed by the IRS. Also, in the event of an accident while using a private vehicle on City business, the employee's insurance will be primary; however, the City will cover the employee's deductible cost.

#### **14.9 Retiree Medical**

Employees will participate in the Peace Officers Research Association of California (PORAC) Medical Trust. The City will pay four hundred and fifty dollars (\$450) per month into the PORAC Medical Trust on behalf of the employee from the date of hire until the employee's separation date. The (\$450) dollar amount will be reviewed annually for increases to reflect increases in salary. After retirement, employees will receive benefits from the Trust based on the years of service and credits accrued once the minimum age and years of the Trust's participation requirements have been met.

#### **14.10 Legal Defense Representation**

The employee shall pay the cost of the membership subscription to the Legal Defense fund through monthly association dues.

### **Section 15. UNIFORMS, BOOTS & SAFETY EQUIPMENT**

The City shall pay the full cost of employee uniforms and safety equipment. In the event these uniforms are damaged in the course of work or are worn out as a

result of normal wear, the uniforms shall be replaced at no cost to the employee. On a trial basis, the City will also cover the cost of laundering/drycleaning the uniforms at a designated location.

Each employee shall receive a boot allowance of two hundred dollars (\$200) per calendar year. Boots shall be purchased from vendors and with specifications approved by the Police Chief, and worn as directed. Uniformed employees required to ride a motorcycle as part of their duties will be issued one pair of motorcycle boots every two years, paid for by the City.

## **Section 16. DISCIPLINARY PROCEEDINGS**

### **16.1 Causes for Disciplinary Action**

Employees may be disciplined for just cause including, but not limited to the following:

- a. Fraud of any kind, including in securing appointment or making a false statement on an application for employment
- b. Incompetence, inefficiency, carelessness, inattention, or neglect of duty
- c. Insubordination \ willful disobedience
- d. Less than satisfactory performance
- e. Dishonesty or immorality
- f. Being under the influence of alcohol or medications while on duty
- g. Illegal possession, use, or addiction to the use of narcotics or controlled substances
- h. Unauthorized leave of absence
- i. Abuse of sick leave
- j. Tardiness
- k. Failure to immediately report a an accident involving damage to City vehicles and/or equipment
- l. Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- m. Discourteous treatment of the public or other employees
- n. Prohibited political activity in violation of the California Government Code.
- o. Abuse or misuse, or appropriation for personal use, of City property
- p. Violation of any of the provisions of the Personnel Rules and Regulations, Departmental Rules and Regulations, and/or any provision of this Personnel Manual
- q. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the agency, the employee's department or division.
- r. Outside employment not specifically authorized by the Police Chief and City Manager

- s. Any other conduct equal to the reasons enumerated about as determined by the Chief of Police

## **16.2 Types of Disciplinary Action**

Types of disciplinary action, which may be taken, in order of severity, are: dismissal, disciplinary demotion, disciplinary suspension, written reprimand, oral warning, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary action are defined as follows:

- a. **Dismissal**

The discharge of an employee from City service.

- b. **Disciplinary Demotion**

A permanent change in classification of an employee to a position of lower responsibility and pay for unsatisfactory performance or disciplinary reasons.

- c. **Disciplinary Suspension**

The temporary suspension of an employee from City service, without compensation, for a period not to exceed thirty (30) calendar days in any one (1) calendar year.

- d. **Written Reprimand**

Notification in writing to the employee that there is a cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected.

- e. **Oral Warning**

Verbal notification to employee that performance did not meet expectations.

## **16.3 Persons by Whom Disciplinary Action May Be Taken**

The City Manager, Police Chief or his/her designee may take disciplinary action against an employee under his/her control for cause. The employee shall be informed of the disciplinary action to be taken within two weeks after the completion of the City's investigation.

## **16.4 Disciplinary Action Procedure**

All disciplinary actions taken against a sworn police employee will be pursuant to and in compliance with the Peace Officer's Bill of Rights as specified in the Government Code.

### **I. Pre-Disciplinary Action Procedure**

disciplinary action, which would result in loss of employee salary, shall

conform to the following procedural safeguards prior to imposition of disciplinary action:

a. *Notice*

Written notice of the proposed disciplinary action shall be served upon the employee;

b. *Reasons*

Reasons shall be cited for the proposed disciplinary action;

c. *Charge and Material*

A copy of the charges and access to material upon which the action is based shall be included;

d. *Employee Response*

The employee shall have the right to respond, either orally or in writing, to the authority initially imposing the disciplinary action.

The above stated notice and charges shall be served upon the employee either personally or by certified mail. The charges shall be detailed so as to give the employee fair opportunity to review and respond to the charges.

Upon receipt of the notice and charges, the employee shall have not less than three (3) working days within which to respond in writing or to request an informal non-evidentiary hearing before the person by whom disciplinary action was taken and /or the Police Chief. The purpose of this hearing is to allow the employee's representative and/or the employee to make any representations believed relevant to the case. The hearing shall be held as expeditiously as possible but not more than three (3) working days after the request for hearing unless there is an agreement to extend by both parties. The hearing shall be subject to taping or transcription.

An employee may be relieved from duty and placed on paid leave pending the final decision of the proposed action if such leave is necessary to protect the public service or public interest.

## **II. Final Disciplinary Action Procedure**

Disciplinary action causing loss of employee salary and any other form of discipline shall be imposed in accordance with the following procedure: A written notice shall be served on the employee and filed with the City Manager with a copy to Human Resources as soon as reasonably possible, but not later than five (5) working days after the date discipline is imposed. The notice shall be served on the employee either personally or by



certified mail and shall include:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the action;
- c. A statement of the cause for the discipline and citing the rule(s) violated;
- and
- d. Said notice may include conditions or future actions to be taken.

### **16.5 Right of Appeal- Procedure**

An employee shall have the right of appeal from any disciplinary action taken under this article. Such appeal must be filed in writing with the Police Chief with a copy to Human Resources within ten (10) calendar days after receipt of written notice of such disciplinary action. The appeal must state specifically the issue(s) in controversy and the facts upon which the issue(s) is based. The Police Chief will respond within ten (10) days of receipt of the appeal. If the employee is not satisfied with the Police Chief's review, the employee may appeal to the City Manager.

Such appeal must be filed in writing with the City Manager with a copy to Human Resources and the Police Chief within ten (10) calendar days of receipt of the Police Chief's response. In the case of suspensions of three (3) days or more, the City Manager may conduct, upon the employee's request, an independent review of the discipline imposed for the purpose of affirming, modifying or reversing the discipline. The City Manager will respond within ten (10) calendar days of receipt of the appeal.

If the employee is not satisfied with the City Manager's review, the employee may appeal the matter to final appeal hearing officer whom shall be selected by the City Manager with input from the employee. The final appeal hearing officer shall be independent, have had no role in the matter and shall have had previous experience serving in such a capacity. The appeal shall be made in writing to Human Resources within ten (10) calendar days of receipt of the City Manager's decision.

The fees and expenses of the final appeal hearing officer shall be shared equally by employee and the City. Each party, however, shall bear the cost of its own presentation.

The final appeal officer shall conduct a hearing and identify the facts in the case and shall make a final decision on the matter within thirty (30) days of the hearing. The decision of the final appeal officer shall be binding upon both parties.

### **16.6 Waivers/Withdrawal of Appeal**

Notwithstanding any provisions in this article, any time limit or stage of

procedure herein provided may be waived upon consent of both parties involved.

At any time after an appeal has been filed, an employee shall have the right to withdraw his/her appeal by written notification to the City Manager.

Failure of the employee to file an appeal within the period specified constitutes a waiver of appeal.

Failure of the employee to appear at the hearing shall be deemed a withdrawal of his or her appeal and the action of the Police Chief shall be final.

### **16.7 Effect of Certain Disciplinary Action Interpretive Suspension**

An employee suspended from the City service shall forfeit all rights, privileges and salary, except that the employee shall not forfeit his/her health plan, pension, long-term disability, nor life insurance while on suspension.

### **Discharge**

An employee who has been discharged from City service shall be paid salary accumulated to the effective date of termination, and any accrued compensatory time or vacation leave.

### **Demotion**

An employee who has been demoted shall be reduced from a position in one classification to a position in a lower classification having lesser duties and responsibilities and a lower maximum rate of pay for disciplinary purposes.

### **Official Reprimand**

An employee who has been issued an official reprimand shall be given a written notice, and a copy shall be placed in the employee's personnel file. The employee shall sign an acknowledgment that he/she has received a copy of the written notice.

## **16.8 Informal Corrective Counseling**

### **1. Purpose**

The effective and efficient operation of the Oakley Police Department requires employees to conform to Oakley Police Department standards. The Chief of Police believes that positive correction is often more effective than punishment. Therefore, an informal system of training and counseling has been established to assist employees in improving behavior and performance without the negative effects of lasting disciplinary measures.

The corrective counseling system is designed to give the employee an opportunity to correct behavior by clearly identifying the problem and defining a course of action to correct the problem. This informal written counseling session will remain

in the officer's personnel file for the duration of the annual evaluation period. Employees may be placed into the corrective counseling system by a supervisor of the rank of sergeant or above.

## **2. Interview**

The initial step for placement into the corrective counseling system is a meeting between a supervisor and the employee. Prior to the meeting the supervisor should review available information and conduct any necessary investigation. This meeting allows the employee an opportunity to present an explanation of the incident or behavior and provides the supervisor an opportunity to remind the employee of any rules, policies or procedures that were violated.

At the conclusion of the interview, the supervisor may indicate the need for corrective action, additional training, or increased supervision or the supervisor may require further investigation into the behavior.

If at any time during this process the supervisor should determine that informal corrective counseling is not appropriate and disciplinary action may be recommended the supervisor should discontinue the informal corrective counseling procedure and request further investigation be conducted by an internal affairs investigation through the chain of command.

## **3. Corrective Action**

Each incident requires timely corrective action which directly addresses the employee's behavior problem. Appropriate corrective action can be as simple as the counseling which is provided during the meeting with an employee. Other circumstances may require more stringent monitoring of employee behavior, a more structured work environment, increased supervision, specific training, counseling programs, and medical or psychological evaluation and intervention.

## **4. Documentation**

The supervisor will prepare an informal corrective counseling memorandum to be forwarded through the chain of command and placed into the officer's personnel file, for six (6) months. This memorandum will be addressed to the employee and it will document the issues discussed during the interview and will clearly describe the course of action to be taken to correct the unacceptable behavior.

The employee will have the opportunity to read and sign the memorandum prior to its placement into the officer's personnel file. The signing of the document by the employee is not an admission of culpability. If the employee refuses to sign the memorandum, the supervisor will note the refusal on the memo. The employee

will not be ordered to sign the memo. The employee will be given the original memorandum, and a copy will be forwarded through the officer's chain of command.

The officer may prepare a separate memorandum setting forth that officer's position on the situation. This written memo shall be submitted no later than thirty (30) days after the interview and forwarded through the same chain of command as the informal corrective counseling memorandum. The officer's memo shall remain with the informal corrective counseling memo in the officer's personnel file, until they are both purged at the time of the officer's annual evaluation.

The informal corrective counseling system is designed improve an officer's behavior and performance and is not disciplinary. Placement into the informal corrective counseling system is not subject to the grievance procedure.

## **Section 17. GRIEVANCE PROCEDURE**

### **17.1 Definition**

A grievance is a complaint or problem, which arises from the application and/or interpretation of this Memorandum of Understanding.

### **17.2 Procedural Steps**

Any grievance arising from the application and/or interpretation of the provisions of this Manual, wherever possible, should be considered within the Department. Use of this procedure shall not reflect unfavorably on the employee, the supervisor (s), the Police Chief or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

#### **1. Purpose of Rules**

- a. To promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding the provisions of this Manual, wages, hours and other terms and conditions of employment between the City and the employee.
- b. To assure the employee of a prompt and fair discussion of the issue involved.
- c. To provide that complaints shall be settled as near as possible to the point of origin.
- d. To encourage the prompt resolution of problems and complaints of any employee.
- e. To enable employees to make their complaints known by an orderly process.
- f. To provide that complaints shall be heard and settled informally.

## **2. Submission of a Complaint, Grievance or Problem**

In the informal complaint procedure, the complainant may present his/her complaint or problem verbally or in writing. If presented verbally, the complainant may, at any stage of the process or review, submit his/her complaint or problem in writing. The City Manager, the Police Chief or the supervisor may, at any stage of the process or review, request that the complaint or problem be put in writing and submitted.

## **3. Discussion of Complaint, Grievance or Problem**

Any complaint or problem arising out of employment should, wherever possible, be considered within the Department. When a complaint or problem arises, it shall be brought to the attention of the immediate supervisor by the employee involved as soon as possible. Should the employee fail to bring his complaint or problem to the attention of the supervisor within three (3) working days of the date of the action or incident causing his complaint, it shall be considered as a waiver by the employee of his right to submit the complaint.

The supervisor must take action on the complaint and notify the complainant of his action or decision within three (3) working days from the date the complaint was submitted.

If the matter is one which can be adjusted by the immediate supervisor to the satisfaction of the employee, this shall terminate the complaint.

If the matter cannot be adjusted or settled by the immediate supervisor within three (3) working days from the date of submission, or if the complainant is still dissatisfied after the decision of the immediate supervisor, he/she may submit his/her complaint to the Police Chief. The complaint must be submitted to the Police Chief within three (3) working days from the date of the supervisor's decision or the complaint shall be terminated.

The Police Chief shall confer with the complainant, the supervisor and such other persons as may be necessary to gather all the facts and to find a solution. He/she must take action and notify the complainant of his/her action or decision within five (5) working days from the date the complaint was submitted.

## **4. City Manager Review of Complaint, Grievance or Problem**

If the complainant is not satisfied after informal discussions and the Police Chief's decision, he/she may, within ten (10) calendar days of the date of the Police Chief's decision, request in writing a meeting with the City Manager. Failure of the complainant to make such a request within the ten (10) day period shall terminate the complaint.

Upon receiving the written request, the City Manager shall within seven (7)

calendar days, discuss the complaint or problem with the complainant, his/her representative, if any, and all principals involved for the purpose of resolving the complaint or problem.

The City Manager may make or cause to be made any inquiry, investigation or compilation of facts he deems necessary to assist him/her in reaching a decision. The City Manager shall render a decision in writing to the complainant with a copy to the Police Chief within fourteen (14) calendar days of the date the complainant's written request was received. The decision of the City Manager shall be final.

## **Section 18. SAFETY**

### **18.1 Safety Committee Appointment**

The Police Department may appoint one (1) employee representative to the City Safety Committee.

### **18.2 Injury and Illness Prevention Program**

The City will provide a comprehensive Injury and Illness Prevention Program (IIPP) which is designed to prevent workplace accidents, injuries and illnesses.

## **Section 19. CITY'S EXISTING PERSONNEL POLICIES MANUAL**

Reference and guidance for action on any other matters of policy not included in this Personnel Manual for the Police Department, can be found in the City's existing Personnel Policies Manual.

## **Section 20. SEPARABILITY AND SAVINGS**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

*Approved by the City Council: 08/11/2015*



## STAFF REPORT

**Date:** August 11, 2015  
**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 (4th 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, 2015 attached shows balances of \$1,865,044.08 in cash for operations and \$2,000,428.16 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 all of its expenditure requirements. Most notably, funding remains insufficient to pay all of the Agency's prior years' unpaid pass-through obligations 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 4th Quarter of Fiscal Year 2014-2015.

### Attachments

City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended June 30, 2015



City of Oakley as Successor Agency to the  
Oakley Redevelopment Agency

**Quarterly Investment Report**

For the Quarter Ended June 30, 2015

Type*	Name of Institution	Rate	Maturity***	Cost Amount	Market Value
<b>Investments in Wells Fargo Bank Account</b>					
	Successor Agency Checking	0.020%	N/A	\$ 1,865,044.08	\$ 1,865,044.08
<b>Total Investments Other than Bond Proceeds</b>				<b>1,865,044.08</b>	<b>1,865,044.08</b>
<b>Investments with Wells Fargo Trust (bond proceeds): **</b>					
<b>2008 Tax Exempt Tax Allocation Bonds</b>					
9	<i>Government Money Market</i> California Asset Management Trust	0.090%	N/A	2,000,428.16	2,000,428.16
<b>Total Investments of Bond Proceeds</b>				<b>2,000,428.16</b>	<b>2,000,428.16</b>
<b>Total Agency Investments</b>				<b>\$ 3,865,472.24</b>	<b>\$ 3,865,472.24</b>

\* **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

7/30/15  
Date






Agenda Date: 08/11/2015  
Agenda Item: 3.14

## STAFF REPORT

**Date:** August 11, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Paul Abelson, Finance Director

Approved and Forwarded to City Council, as  
the Board of the Successor Agency to the  
Oakley Redevelopment Agency:

  
Bryan Montgomery, City Manager

**SUBJECT: Resolution Approving a Recognized Obligations Payment Schedule  
For the Six Month Period January to June 2016**

### Background and Analysis

State Law requires the Successor Agency Board adopt Recognized Obligations Payment Schedules (ROPS) for each six-month period. Attached is the completed ROPS, in the form provided by the State Department of Finance (DOF) for this period. The ROPS attached must be approved by the Agency's Board and Oversight Board, and submitted to DOF by October 5, 2015. DOF must also approve before the County Auditor-Controller will release property taxes from its Redevelopment Property Tax Trust Fund to the Agency in January for the upcoming January to June period.

### Fiscal Impact

For items approved by DOF, the ROPS defines the payments allowed by the Successor Agency. The expenditures proposed are limited to paying remaining enforceable obligations, debt service, amounts necessary to maintain the Agency's properties, and to pay the City the administrative allowance allowed under statute. With savings from the refunding of the Agency's 2003 bonds in May this past year, we expect to be able to apply approximately \$704,000 of funds on hand towards expenses for January to June, leaving more property taxes available to pay previously subordinated pass-through payments to local agencies.

### Recommendation

Staff recommends the Board adopt the attached Resolution approving the ROPS attached for the six month period January – June 2016.

### Attachments

1. Resolution and Recognized Obligations Payment Schedule for January – June 2016.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, AS THE BOARD OF THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY, APPROVING A RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE FOR JANUARY–JUNE 2016**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council, as the Board of the Successor Agency of the Oakley Redevelopment Agency, approves the attached Recognized Obligations Payment Schedule for January – June 2016 attached hereto as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Successor Agency Board, held on the 11<sup>th</sup> day of August 2015, by the following vote:

AYES:  
NOES:  
ABSTENTION:  
ABSENT:

APPROVED: \_\_\_\_\_  
Doug Hardcastle, Chair

ATTEST:

\_\_\_\_\_  
Libby Vreonis, Secretary

**Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary**

Filed for the January 1, 2016 through June 30, 2016 Period

**Name of Successor Agency:** Oakley  
**Name of County:** Contra Costa

<b>Current Period Requested Funding for Outstanding Debt or Obligation</b>		<b>Six-Month Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>		
<b>A Sources (B+C+D):</b>		<b>\$ 1,204,021</b>
B Bond Proceeds Funding (ROPS Detail)		1,024,021
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		180,000
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>		<b>\$ 871,127</b>
F Non-Administrative Costs (ROPS Detail)		746,127
G Administrative Costs (ROPS Detail)		125,000
<b>H Total Current Period Enforceable Obligations (A+E):</b>		<b>\$ 2,075,148</b>

**Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding**

I Enforceable Obligations funded with RPTTF (E):	871,127
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(4,503)
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 866,624</b>

**County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding**

L Enforceable Obligations funded with RPTTF (E):	871,127
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>871,127</b>

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (m) of the Health and Safety code, I  
hereby certify that the above is a true and accurate Recognized  
Obligation Payment Schedule for the above named agency.

_____	_____
Name	Title
/s/ _____	_____
Signature	Date

Oakley Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail  
 January 1, 2016 through June 30, 2016  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K					P
										M					
										N					
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 52,099,505		\$ 1,024,021	\$ -	\$ 180,000	\$ 746,127	\$ 125,000	\$ 2,075,148
1	2003 TABS DS	Bonds Issued On or Before 12/31/10	11/1/2003	9/1/2028	Wells Fargo Corporate	Debt Service Payable in September	Oakley		Y						\$ -
2	2008 Tax Exempt TABS DS	Bonds Issued On or Before 12/31/10	5/1/2008	9/1/2038	Wells Fargo Corporate Trust	Debt Service Payable in September and March of each year	Oakley	42,671,398	N				570,930		\$ 570,930
3	Annual Trustee/Fiscal Agent Fees	Fees	11/1/2003	9/1/2028	Wells Fargo Corporate Trust	Annual Trustee Fes for 2003 Bonds	Oakley		Y						\$ -
4	Annual Trustee/Fiscal Agent Fees	Fees	5/1/2008	9/1/2038	Wells Fargo Corporate Trust	Annual Trustee Fes for 2008 Bonds	Oakley	63,000	N				2,500		\$ 2,500
5	Continuing Disclosure Services	Fees	7/18/2005	9/1/2028	NBS Financial	Annual Continuing Disclosure Services for 2003 Bonds	Oakley		Y						\$ -
6	Continuing Disclosure Services	Fees	5/1/2008	9/1/2038	NBS Financial	Annual Continuing Disclosure Services for 2008 Bonds	Oakley	50,000	N				2,000		\$ 2,000
7	Data for Continuing Disclosures	Fees	1/1/2014	9/1/2038	Hindenliter, DeLamas (HdL)	Data for Continuing Disclosures (used for both the 2003 and 2008 Bonds)	Oakley	15,000	N				1,000		\$ 1,000
9	Annual External Audit	Dissolution Audits	1/1/2014	9/1/2039	Current External Auditor is Maze and Associates	Required external audit of the SA pursuant to bond covenants/other requirements. Now combined with item 11.	Oakley		N						\$ -
10	Debt Service Reserve Fund	Reserves	1/1/2014	9/3/2015	Wells Fargo Corporate Trust	Set aside for debt service due in September each year, when needed.	Oakley		N						\$ -
11	SA Administrative Allowance	Admin Costs	1/1/2016	6/30/2016	City of Oakley	Administrative allowance for the 15-16A ROPS, as prescribed (\$125k, including the Annual External Audit )	Oakley	125,000	N					125,000	\$ 125,000
13	Property Common Area Maintenance and Property Taxes	Property Maintenance	1/1/2014	6/30/2015	Various contractors and utilities	Property taxes, maintenance and common area charges to operate owned properties pursuant to existing leases and obligation to maintain properties. (Hoping to dispose within the next 12-24 months. Most are proposed to be conveyed to the City in the Property Management Plan currently under review by DOF).	Oakley	180,000	N			60,000			\$ 60,000
18	Downtown Project	Improvement/Infrastructure	8/9/2011	6/30/2015	TBD	CentroMart Façade and Building improvements represented as part of DDAs	Oakley		N						\$ -
19	Downtown Project	Improvement/Infrastructure	8/9/2011	6/30/2015	Bay Cities	Oakley Plaza Public Parking improvements represented as part of DDAs - Negotiating Final Payment for this and item 21 below. Amount shown is the total of the current expected payment. (They claim the payment due is greater)	Oakley		N						\$ -
21	Downtown Project	Improvement/Infrastructure	8/9/2011	6/30/2015	Bay Cities	Construction of Main Street Improvements represented as part of DDAs (See above note in item 19 (The \$750,000 amount is the total combined anticipated final payment for the two items)	Oakley		N						\$ -
23	Directional Sign Project	Improvement/Infrastructure	8/9/2011	6/30/2015	Ellis and Ellis Sign Systems	Costs for fabrication and installation of directional monument signs.	Oakley		Y						\$ -
24	Main Street Frontage Improvements	Improvement/Infrastructure	2/1/2009	6/30/2015	TBD	Main Street frontage improvements to Conco Land Company proeprty on Main Street (APNs 037-100-048 and 037-100-049) pursuant to dedication agreement.	Oakley	880,000	N	880,000					\$ 880,000



**Oakley Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [ INSERT URL LINK TO CASH BALANCE TIPS SHEET ]									
A	B	C	D	E	F	G	H	I	
Cash Balance Information by ROPS Period		Fund Sources					RPTTF	Non-Admin and Admin	Comments
		Bond Proceeds		Reserve Balance		Other			
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.			
<b>ROPS 14-15B Actuals (01/01/15 - 06/30/15)</b>									
1	Beginning Available Cash Balance (Actual 01/01/15)	17,871				143,131	6,207		
2	Revenue/Income (Actual 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015				100,000	94,678	1,005,002		
3	Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	17,871				24,656	900,012		
4	Retention of Available Cash Balance (Actual 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				100,000	50,000			
5	ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required						4,503	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 163,153	\$ 106,694		
<b>ROPS 15-16A Estimate (07/01/15 - 12/31/15)</b>									
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ 100,000	\$ 213,153	\$ 111,197		
8	Revenue/Income (Estimate 12/31/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during June 2015					100,000	1,520,002		
9	Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 12/31/15)					110,000	1,134,930		
10	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							We continue to try to keep costs down so that "other revenues cover expenses and them some, but prior losses of tenants and increased common area maintenance costs make this challenging for the time being. Maintaining some cash on hand is necessary to meet property maintenance obligations as they arise. Our request is to retain \$20,000 for this purpose. Note, when we have an approved PMP and can dispose of/transfer some of the property, that will help reduce costs. (Our PMP was submitted in late November 2014 and is currently under review. In addition, we have included the proposed use of up to \$75,000 in retained "other revenues/sources" for consultants, surveyors, appraisers and other services related to the disposition of properties pursuant to the PMP. Funds would be used to determine the uses/approaches designed to best maximize value, and assist with the marketing/sale of those properties that are ultimately designated for sale.	
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ 100,000	\$ 108,153	\$ 496,269		



Oakley Recognized Obligation Payment Schedule (ROPS 15-16B) - Notes  
January 1, 2016 through June 30, 2016

Item #	Notes/Comments
1	2003 Bonds Refunded in May 2015
2	
3	2003 Bonds Refunded in May 2015
4	
5	2003 Bonds Refunded in May 2015
6	
7	
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10	Item 10 changes to withholding for September each year, if such reserves are needed - that's more generic, and as long as reserves are needed, it remains relevant.
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23	Contract expired. Will no longer be funded with SA resources.
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28	Retired. No further claims/billings expected.
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45	Requested retention of \$30k with 15-16A ROPS but hadn't included it on the ROPS Detail. Increased request to a total of \$75k in anticipation of moving forward comprehensively on items approved with the PMP (assuming approval), and added the item to the ROPS Detail for the 15-16B ROPS. Amount is funded by "other revenues/sources" shown as requested to be retained on the Cash Balances Schedule.



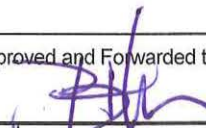


Agenda Date: 08/11/2015  
Agenda Item: 4.1

## STAFF REPORT

**Date:** Tuesday, August 11, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Joshua McMurray, Planning Manager  
**Subject:** **5700 Main Street Preliminary General Plan Amendment (PA 03-15)**  
**APN's: 033-100-004 and 005**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Summary

This is a work session on a request by Frank Yang ("Applicant") to discuss the merits of a potential project regarding amending the General Plan land use designation from "Single-Family Residential, High Density (5.5 dwelling units per acre maximum density)" and "Single-Family Residential, Medium Density (3.8 dwelling units per acre maximum density)" to "Multi-Family Residential, High Density (16.7 dwelling units per acre maximum)" for the purposes of rezoning the property from the Single-Family Residential R-6 and R-10 District's to the P-1 (Planned Development) District. In addition to the General Plan Amendment and Rezone, the applicant would propose a Zoning Text Amendment to allow Assisted Living facilities at a density higher than what is allowed by the Multi-Family Residential, High Density land use designation in addition to establishing the development standards and approval process for this and other similar projects. The project would also include a commercial component (on the portion of the site that is currently designated and zoned for commercial uses), directly off Main Street, to complement the proposed assisted living use. In addition to the entitlements listed above, the project would also require a Conditional Use Permit and Design Review.

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:

**Subject: 5700 Main Street Preliminary General Plan Amendment (PA 03-15)**

**Date: August 11, 2015**

**Page 2**

*“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 densities or intensities and therefore property value. A Preliminary Site Plan is included in this staff report’s attachments.

#### Land Use Designation (Existing and Proposed)

The subject site has three existing land uses spanning two lots. The first lot that fronts Main Street shares two land use designations of “Commercial (CO)” and “Single-Family Residential, High Density (SH)”. The application does not include any changes to the CO land use designation. The second lot, adjacent to and directly east of the first lot is designated “Single-Family Residential, Medium Density (SM)”. Descriptions of the existing land use designations proposed to be changes are as follows:

The purpose of the SH Land Use Designation is to provide for moderately dense single-family residential development that is consistent with suburban uses. This designation will allow for a higher density suburban neighborhood with smaller lots that are commonly seen in traditional urban and suburban neighborhoods within Oakley. This designation allows a minimum of 3.8 and a maximum of 5.5 units per gross acre, with parcel sizes range from approximately 6,000 to 8,600 square feet. Primary land uses include detached single-family homes and accessory structures. Secondary uses may include home occupations, small residential care and childcare facilities, churches and other places of worship, and other uses and structures incidental to the primary use. Also, in specified areas of the City with conventional zoning, attached single-family units may be allowed.

The purpose of the SM Land Use Designation is to accommodate moderate density, single-family residential development. These neighborhoods will more closely resemble a typical suburban development with spacious yards and little resemblance to a rural neighborhood. This designation allows for a minimum of 2.3 dwelling units and a maximum of 3.8 dwelling units per acre, with parcel sizes ranging from 8,600 to 14,000

square feet. Primary permitted land uses include detached single-family homes and accessory structures. Secondary uses may include home occupations, small residential care and childcare facilities, churches and other places of worship, and other uses and structures incidental to the primary use.

The proposed preliminary land use designation amendment is to change the SH and SM designations on the two parcels to "Multi-Family Residential, High Density (MH). As stated in the Oakley 2020 General Plan:

"The purpose of the Multi-Family Residential, High Density (MH) Land Use Designation is to provide affordable and rental residential units, and to maximize urban residential space. This designation allows for a typical apartment-style building or a condominium complex. This designation allows a minimum of 9.6 dwelling units and a maximum of 16.7 dwelling units per gross acre....Appropriate primary land uses include attached single-family residences (such as duplexes and duets), multiple-family residences (such as condominiums, town houses, apartments, and mobile home parks), and accessory structures normally auxiliary to the primary uses. Secondary uses may include home occupations, group care and/or childcare facilities, and private schools."

#### Existing Conditions and Surrounding Land Uses

The project site is located on Main Street, south of East Bolton Road. The site is currently vacant and undeveloped land (See Figure 1. Street View of Project Site). The properties to the north and east are occupied by single family residential use and the property to the south is an existing legal non-conforming auto dismantler (See Figure 2. Aerial of Project Site and Adjacent Properties).

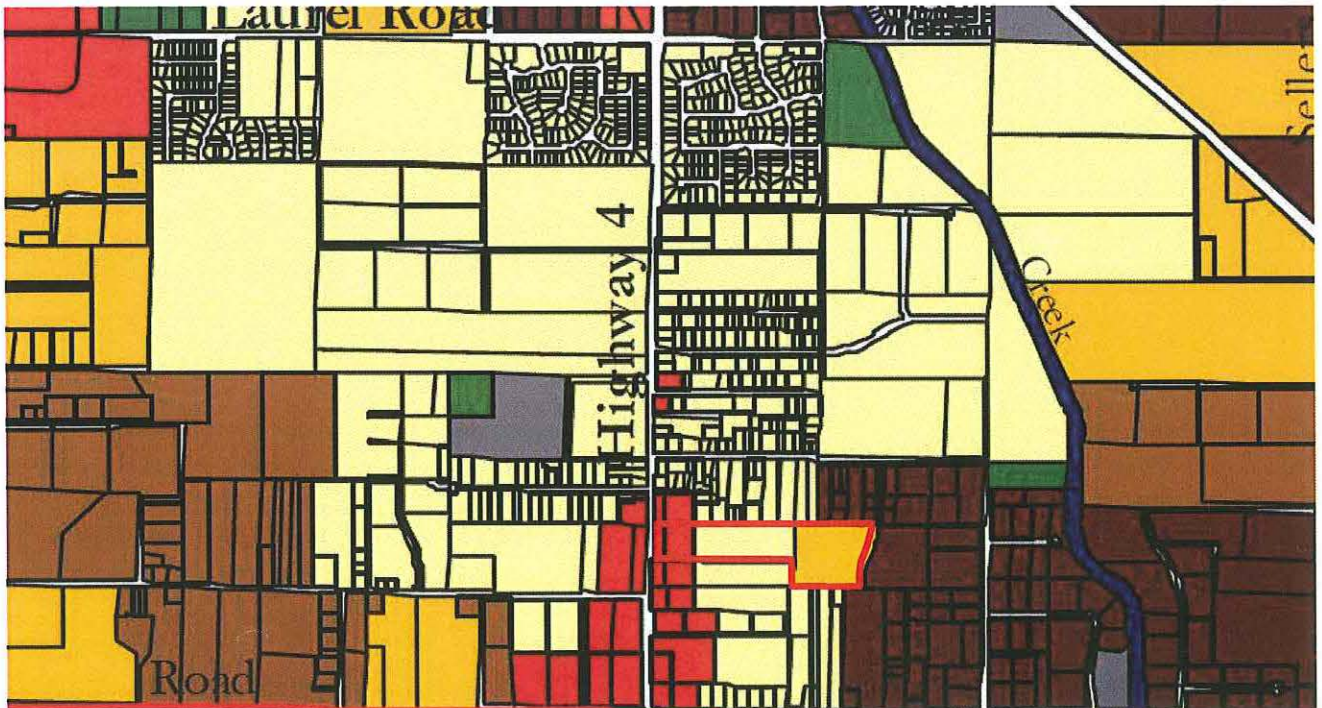
**Figure 1. Street View of Project Site**



Figure 2. Aerial of Project Site and Adjacent Properties



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.

The General Plan caps the maximum density at 5.5 dwelling units per acre within the SH designation and 3.8 dwelling units per gross acre within the SM designation. That means under the current General Plan Land Use Designation and zoning, approximately 55 single family units would be permitted on both parcels. That breaks down to approximately 29 units on the portion designated SH and 26 units on the portion designation SM. As stated above the applicant is not requesting a change to the portion of the property designated for commercial uses and plans to propose a commercial use(s) that would be consistent with the General Plan and zoning.

The proposed change in land use designation to the MH designation would allow for a maximum density of 16.7 dwelling units per acre. That land use designation would allow for approximately 209 multi-family units. As noted in the attached project description, the applicant would request to construct approximately 400 units, which is well above the maximum density permitted by the requested MH designation (works out to be around 32 dwelling units per acre). With that said, Staff has provided an option to the applicant that would require the applicant (with substantial input from the City) to do two things:

1. Submit text that can be added into the General Plan that would allow the City to approve densities higher than typically permitted in the Multi-Family land use designation for projects that provide the City with significant infrastructure improvements or other concessions that provide a community benefit (i.e., school sites, park lands in excess of minimum requirements, or utility infrastructure that exceeds the demand of the proposed project).

It should be noted that the construction of this scale of a project in the southeast section of Oakley would require a substantial amount of infrastructure including storm drain facilities that will serve properties in the vicinity. This would open the door for developments that have either been shelved or not pursued.

2. Submit a Zoning Text Amendment that would add a new section to the Zoning Code to allow for Assisted Living type projects at densities higher than the General Plan allows. Staff has asked the applicant to provide an analysis that justifies the increase in density and relates it back to lower traffic demands, sewer infrastructure usage and any other relevant information. The information will need to specifically explain how a 300-900 square foot assisted living unit with a bedroom (1 or 2), bathroom and kitchenette (not a full kitchen) equate to a typical multi-family unit).

**Subject: 5700 Main Street Preliminary General Plan Amendment (PA 03-15)**

**Date: August 11, 2015**

**Page 6**

Although it is anticipated the analysis will provide a solid justification for the density increase, Staff has not had a chance to review any analysis. Staff has shared the concerns with creating a formula that can be backed by facts and therefore the final density numbers may go down based on what is submitted in the future.

A Site Plan has been provided for contextual purposes and may change as a result of this hearing or any changes required through the Staff review of a formally submitted project. With that said it should be noted that the preliminary design has taken advantage of several opportunities to soften the overall bulk and scale of this large project. Garden areas, articulated building footprints, and parking areas all act as either buffers or visual breaks that will reduce the overall massing of the buildings. Staff does believe there is further refinement that can take place, especially since we do not have building elevations to review at this time.

Amending the General Plan in this specific location to allow for a Multi-Family land use instead of the currently anticipated Single-Family land use could be added benefit to the City in terms of providing the City with a use that is currently not offered, job creation and property tax revenues.

### **Recommendation**

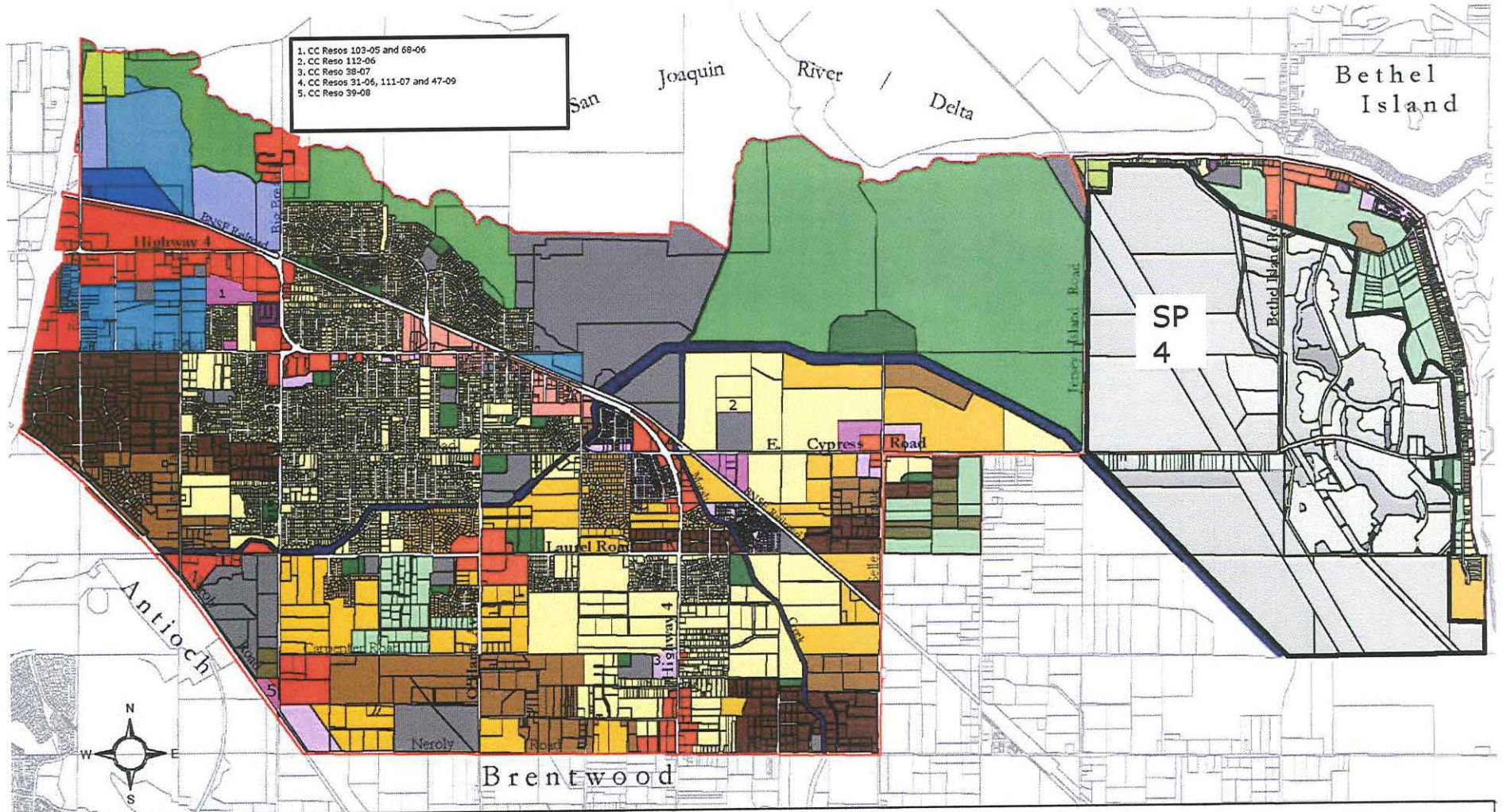
Staff recommends the City Council provide the applicant and staff with feedback regarding the Preliminary General Plan Amendment so that the applicant may decide whether to file an official application.

### **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. Concept Plan's (Site Plan, color Landscape Plan, and concept unit floor plans)
5. Applicant's Project Description

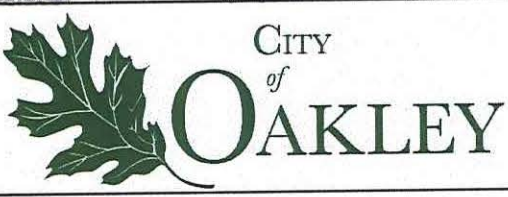
5700 Main Street  
Preliminary General Plan Amendment (PA 03-15)  
APN: 033-100-004 and 005





1. CC Resos 103-05 and 68-06  
 2. CC Reso 112-06  
 3. CC Reso 38-07  
 4. CC Resos 31-06, 111-07 and 47-09  
 5. CC Reso 39-08

SP  
4



- Agriculture
- Agricultural Limited
- Single Family High
- Single Family Medium
- Single Family Low
- Single Family Very Low
- Multi-Family Low
- Multi-Family High
- Mobile Home
- Commercial
- Commercial Downtown
- Commercial Recreation
- Business Park
- Light Industrial
- Utility Energy
- Public and Semi-Public
- Delta Recreation
- Parks and Recreation

- Roads
- Waterways
- County
- City Boundary
- Expansion Area Boundary
- Cypress Lakes Project

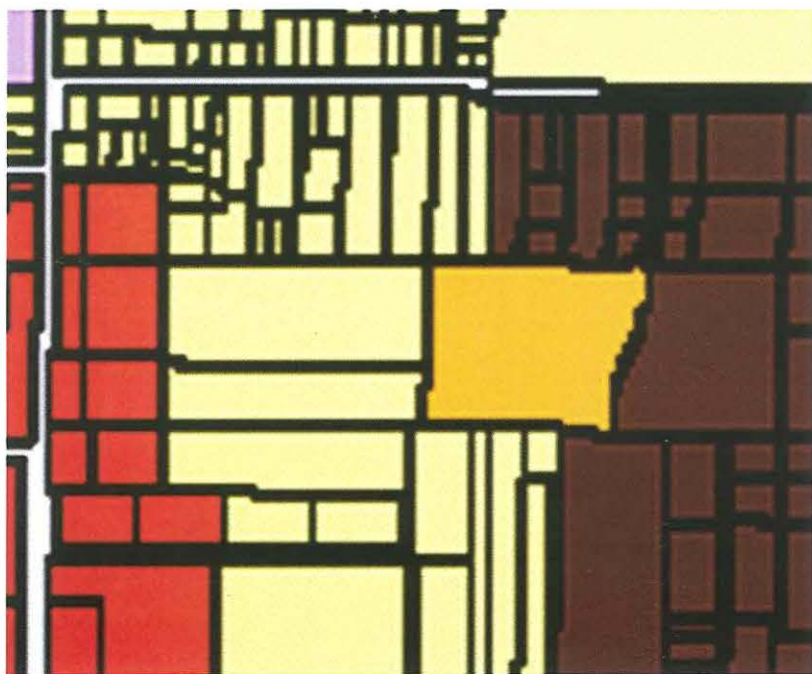
City of Oakley  
 General Plan 2020  
 Figure 2-2 - Land Use Diagram  
 December 11, 2002  
 Updated Through October 2009



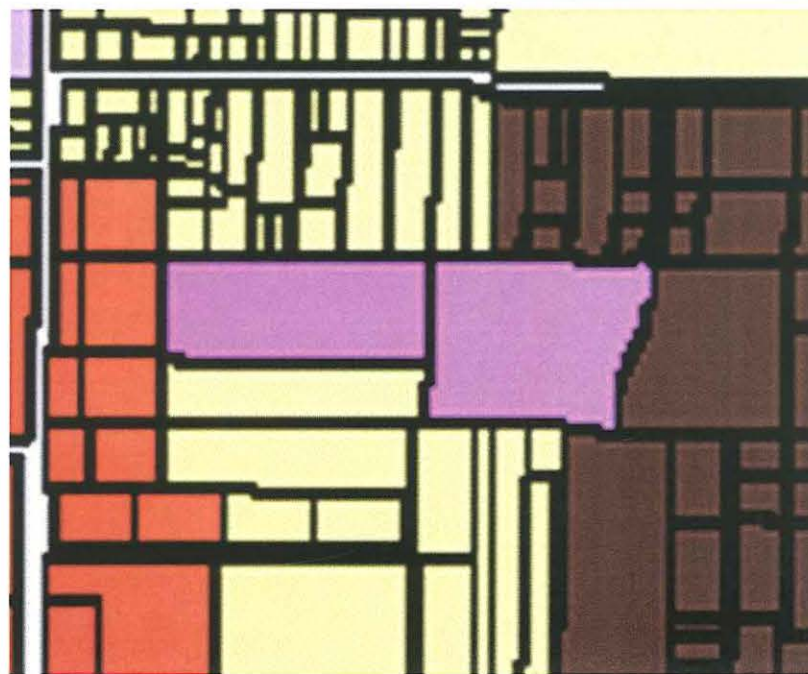
5700 Main Street  
Preliminary General Plan Amendment (PA 03-15)  
APN: 033-100-004 and 005

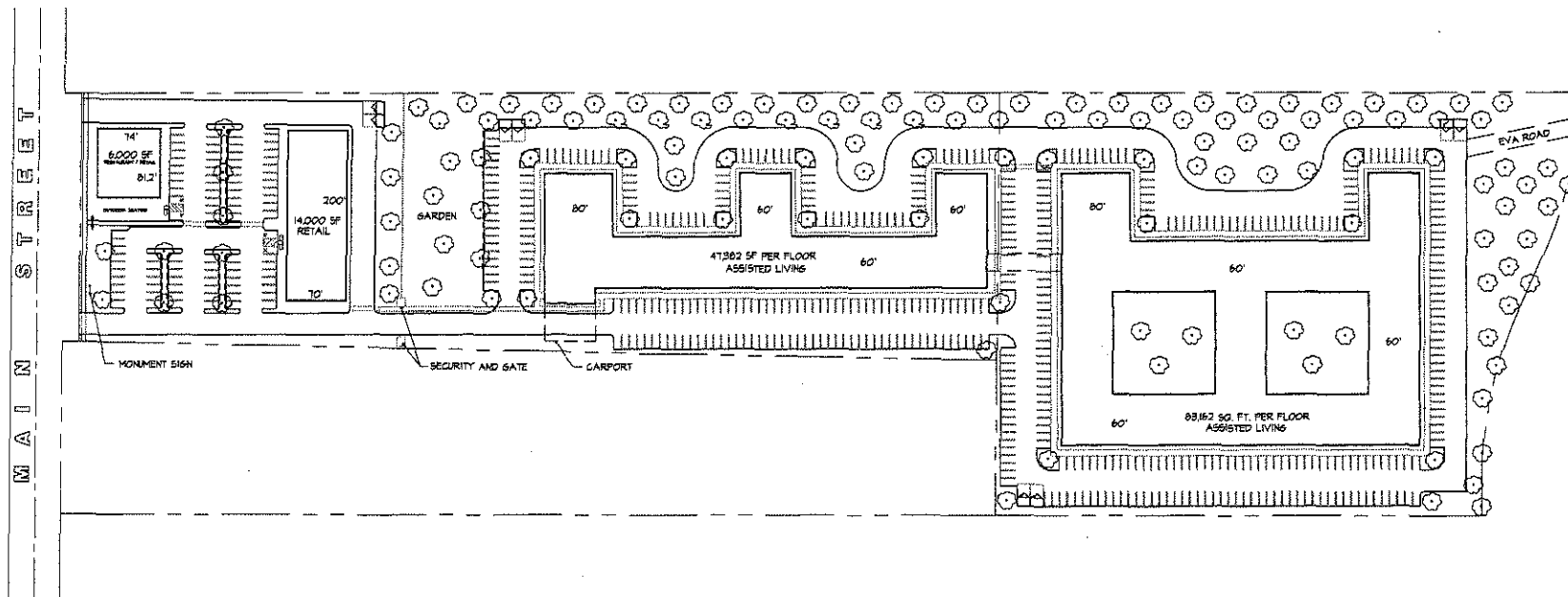
**Existing and Proposed General Plan Land Uses**

Existing



Proposed



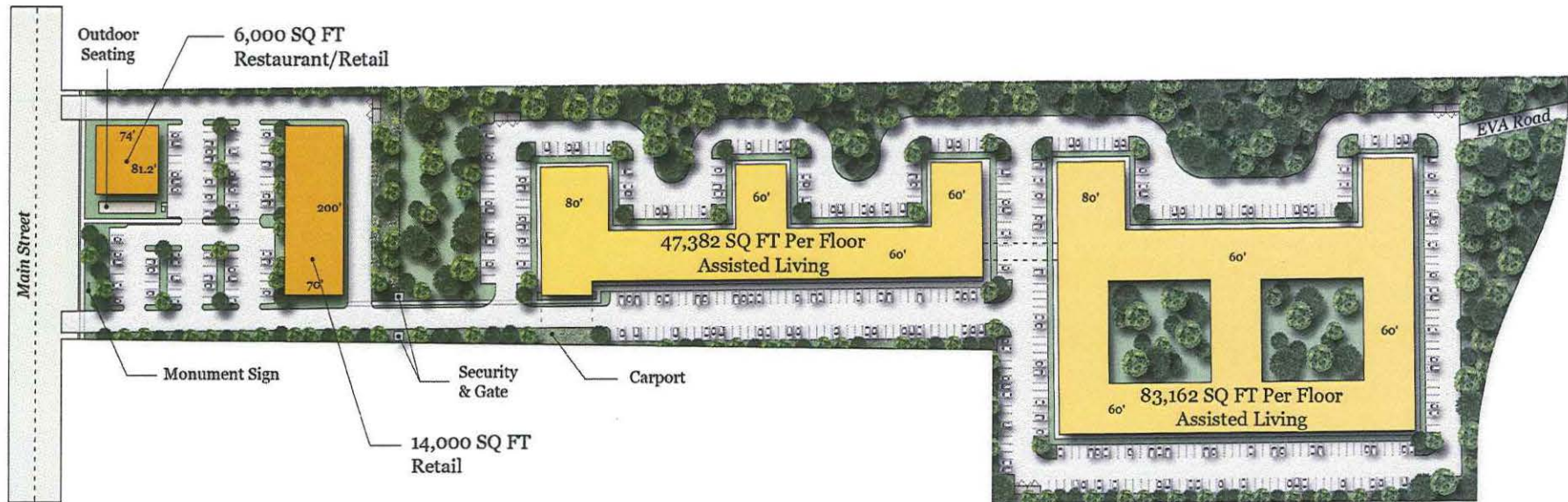


SITE PLAN  
SCALE: 1/8" = 1'-0"



# 5700 MAIN STREET

OAKLEY, CA 94561



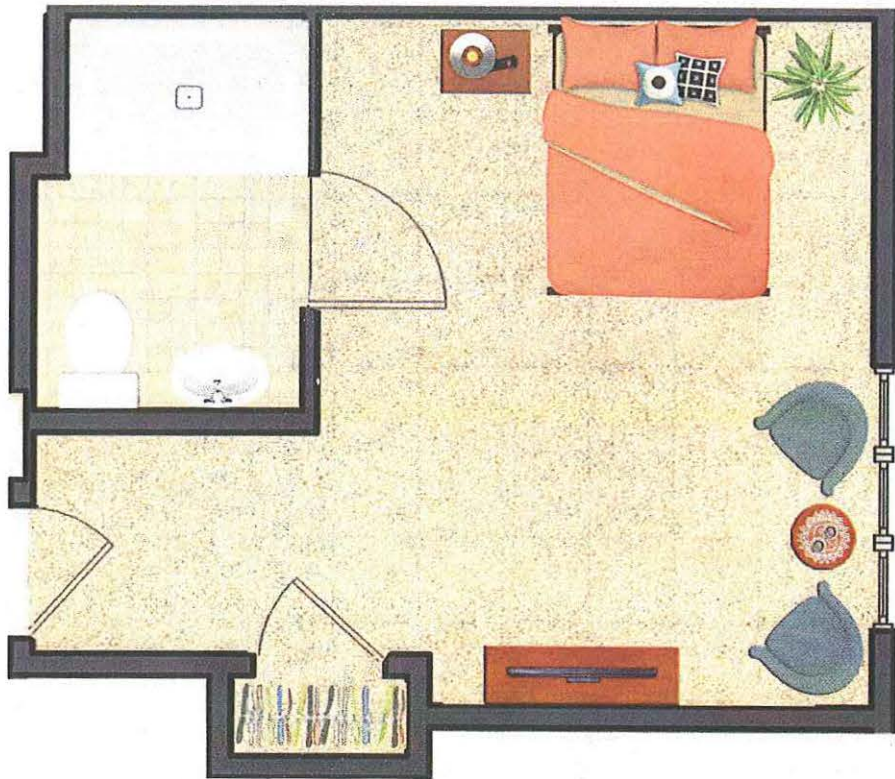
## SITE PLAN

14.61 ACRES



Rendering by Floor Plan Visuals.  
All measurements are approximate. While deemed reliable, no information on these floor plans should be relied upon without independent verification.

*Memory Care Floor Plans*



**Private bathroom unit (321 sq.ft.)**

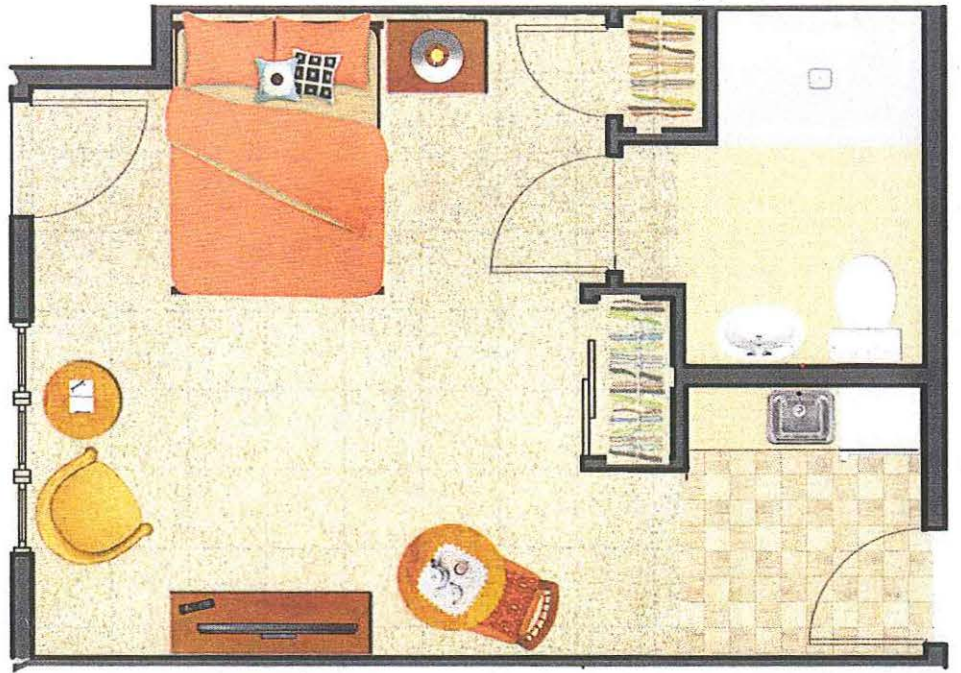
**Shared bathroom unit (281 sq.ft.)**



**SCALE**

One box = 2 ft. x 2 ft.

Studio unit (450 sq.ft.)



SCALE  
One box = 2 ft. X 2 ft.



Smaller one-bedroom unit (478 sq.ft.)



Larger one-bedroom unit (539 sq.ft.)

SCALE

One box = 2 ft. x 2 ft.



Two bedroom units (up to 885 sq.ft.)

The Golden Manor Oakley Development Project will construct and operate a large-scale assisted living facility, senior housing and an adjacent small-scale commercial retail and professional services plaza. The project site is located at 5700 Main Street, Oakley, California, 94561. The commercial plaza will front onto Main Street with the assisted living, senior housing (AL) facility, with gardens and parking located as a gated community behind the plaza.

The commercial plaza and the Assisted Living facility with 150-beds, gardens and parking will be constructed first (taking 12 months) and placed into operation to generate revenue. An additional 250-bed AL unit will then be added (taking 12 months), co-located with the first AL unit. The total square footage of 398,000 consists of 378,000 SF for the assisted living/senior housing facility, and 20,000 SF for the commercial components.

The commercial plaza will contain retail and professional services that will be utilized by the AL community residents as well as the general public from the surrounding towns and neighborhoods.

The construction of the commercial space and AL facility will provide construction, and furnishing /finishing related employment opportunities for 2+ years, and ongoing full-time and part-time positions. A conservative scenario within this analysis suggests:

- Construction jobs = approximately 380
- Operational jobs = approximately 520

The total project costs are approximately \$73m.

The Golden Manor Assisted Living/Senior Housing facility will provide residents as much independence as they desire with personal care and support facilities available as needed to provide assistance in activities of daily living such as bathing, grooming, dressing, etc. Medication assistance and access to medical services are provided but complex medical services as in a nursing home, will not be offered.

Facilities will include:

- Private studio, single and double rooms with bathroom, refrigerator & microwave, TV and Internet
- Housekeeping and laundry services
- Assisted Daily Living services (ADL's) provided by professionally trained staff
- Medication Management
- Two dining rooms/restaurants, 3 meals/day and snacks/refreshments available 24/7, personal nutrition/diet program
- Wellness Center with 24/7 nursing care
- Fitness Center



- Community lounge and reading room
- Recreation and Entertainment programs
- Local Transportation and travel arrangements
- Gardens and walking path, with hands-on gardening opportunity
- Small-Pet Services
- Access to hair and beauty services in the plaza with in-call available for patients with limited mobility

Memory care - part of the facility will be designed with specialized features that cater to the care needs of persons living with various forms of dementia such as **Alzheimer's**. Structured activities and routines and a secure, safe living environment are the key features. At this time it is not anticipated to include a lock-down unit for patients with severe symptoms.

The commercial space will be leased out to local enterprises as well larger chains. Ideally, this will include:

- Medical Center with Emergency, MD, dental, optometry, pharmacy/drug store services;
- Fast food/diner-chain restaurant
- Barber, beauty salon, and nails services.
- Dry cleaner/laundry
- Flower/gift shop
- Health and fitness center for exercise, yoga, etc.



## STAFF REPORT

**Date:** June 24, 2015  
**To:** Mayor and Members of City Council  
**From:** William R. Galstan, Special Counsel *William R. Galstan*  
**Cc:** Bryan H. Montgomery, City Manager; Derek P. Cole, City Attorney;  
Chris Thorsen, (Provisional) Chief of Police; Josh McMurray, Planning Manager;  
Troy Edgell, Code Enforcement Officer  
**Subject:** Ordinance Regulating Massage Businesses

### FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON AUGUST 11, 2015

#### Summary and Recommendation

1. Conduct the public hearing;
2. Introduce the ordinance by title only;
3. Introduce the ordinance Rescinding and Re-Enacting Chapter 8 of Title 5 of the Oakley Municipal Code, dealing with massage establishments and therapists

#### Fiscal Impact

No negative fiscal impact perceived. Possible modest positive impact from application fees.

#### Background and Analysis

Prior to January 1, 2015, California cities were unable to assert any degree of zoning regulation over massage businesses. Cities were required to treat massage businesses the same as any other professional or personal service business (dentist office, nail salon, etc.) and thus became an automatically-approved use.

AB 1147 became effective on January 1, granting to cities the authority once again to impose land use regulations on massage businesses. This change came about as many cities were experiencing an explosion in the number of massage enterprises, not all of which conducted themselves in strict compliance with prostitution laws.

Wanting to take advantage of AB 1147, on February 24 Oakley adopted an interim urgency ordinance, prohibiting the establishment of any new massage businesses until a study was conducted and a permanent ordinance was drafted. This ordinance was valid for a period of 45 days, and was replaced on March 24 by a second urgency ordinance having a sunset date 10 months thereafter.



In the interim, staff has attended a League of California Cities seminar on AB 1147, as well as having examined a number of ordinances adopted by other cities. The attached draft ordinance, intended to be our "permanent" ordinance on this subject, is attached.

This ordinance largely follows the format of the Pleasant Hill ordinance. That city was experiencing significant problems with illicit massage businesses, and thus has one of the more comprehensive ordinances. Staff also believes it is an advantage to have an ordinance with common terms throughout Contra Costa County.

Before outlining the provisions of the draft ordinance, it is helpful to point out that the new State law, AB 1147, creates a new "California Massage Therapy Council" ("CAMTC") to provide training standards, licensing and discipline of massage therapists. The actual art or techniques of massages are governed by the CAMTC rather than by local ordinance, although there can be no physical contact that would violate the prostitution laws.

#### **Summary of Ordinance Provisions**

1. All massage therapists must be certified by the CAMTC and either work at a city-permitted massage business or register with the Police Department if providing massages on an out-customer basis or at a health club.
2. A Conditional Use Permit ("CUP") must be obtained for any new massage business and must be located only in the General Commercial zoning district. It may not be located within 500 feet of any other massage establishment, or a place of worship, school or park. By using the CUP, adjoining property owners will be notified of a public hearing where the CUP will be considered, conditions can be placed regarding hours of operation, signage, parking, etc.
3. The owner of a massage business must apply for a permit from the Chief of Police, which will include a background check, information about any convictions, a list of therapists to be employed and pay a designated fee.
4. The Chief may deny a permit if the applicant has suffered a conviction within five years, the application was falsified, if the applicant is a registered sex offender in any state, or if the applicant has not received a CUP.
5. A therapist may not continue to provide massages if his/her CAMTC certification is suspended or revoked; an establishment must immediately notify the Chief of any disciplinary action taken by the CAMTC against any of its practitioners.
6. There are procedures for the Chief to revoke a permit already issued.
7. All massage establishments have to meet specified health and safety requirements, and are subject to City inspections.



### **Conclusion**

The ordinance has many valuable tools that will help ensure that massage businesses conduct themselves in a way that is beneficial and useful to the community and not create blight or be havens for unlawful activity.

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY**  
**RESCINDING AND REENACTING CHAPTER 8 OF TITLE 5 OF THE OAKLEY**  
**MUNICIPAL CODE, DEALING WITH MASSAGE ESTABLISHMENTS AND**  
**THERAPISTS**

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

Section 1. Chapter 8 of Title 5 of the Oakley Municipal Code is hereby rescinded.

Section 2. Chapter 8 of Title 5 of the Oakley Municipal Code is hereby reenacted to read as follows:

**MASSAGE ESTABLISHMENTS AND THERAPISTS**  
**Chapter 8**

**5.8.102 Authority.**

It is the purpose and intent of this chapter to provide for the orderly regulation of massage therapists and massage establishments, in the interest of the public health, safety and welfare. The City wishes both to recognize the practice of massage as a valid professional field and to discourage prostitution and other unlawful activity which otherwise may become associated with some massage establishments.

This chapter relies upon the state certification process of the California Massage Therapy Council under California Business and Professions Code Section 4600 *et seq.* In addition, this chapter provides certain minimum standards for the operation of massage establishments, their managing employees, and massage therapists and practitioners.

This chapter is adopted under the authority of Government Code sections 51030 through 51034, Government Code section 37101, Business and Professions Code section 16000, and California Constitution Article XI, Section 7.

**5.8.104 Definitions.**

In this chapter:

- A. *California Massage Therapy Council* or *CAMTC* means the California Massage Therapy Council created under California Business and Professions Code Section 4602.
- B. *Certified massage practitioner or practitioner* means a person who is currently certified as a massage practitioner by the CAMTC pursuant to Business and Professions Code Section 4604.2. A certified massage practitioner who is an independent contractor is one who works at a massage establishment (or has an outcall massage service), but is not a salaried employee and does not share a percentage of massage proceeds with a massage establishment.

- C. *Certified massage therapist or therapist* means a person who is currently certified as a massage therapist by the CAMTC pursuant to Business and Professions Code Section 4604. A certified massage therapist who is an independent contractor is one who works at a massage establishment (or has an outcall massage service), but is not a salaried employee and does not share a percentage of massage therapy proceeds with a massage establishment.
- D. *Chief* means the Chief of Police or his/her designee.
- E. *Department* means the police department of the City of Oakley.
- F. *Exempt therapist* means a massage therapist who practiced in the City continuously since 2002 and applied to the City and was granted an exemption to the State certification requirement before December 31, 2012. A person who is an exempt therapist shall comply with the requirements of this chapter, except for the state certification requirements.
- G. *Massage or bodywork* means the application of various techniques to the muscular structure and soft tissues of the human body as defined in Business and Professions Code Section 4601(e). Application of massage and bodywork techniques may include, but is not limited to, stroking, kneading, tapping, compression, vibration, rocking, friction, pressure and similar techniques. Examples of massage include: Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, hellerwork and reflexology. *Massage* and *bodywork* have the same meaning.

*Massage* specifically excludes: diagnosis, prescription, intentional manipulation or adjustments of the skeletal structure, or any other service, procedure or therapy which requires a license to practice (chiropractic, osteopathy, orthopedics, physical therapy, podiatry or medicine), hypnosis, naturopathic, colonic irrigation, acupuncture, vacuum cupping, nutritional or dietary counseling, detoxification programs, yoga, exercise, spiritual healing, or procedures which penetrate body cavities, either manually or with any other method of intrusion.

- H. *Massage establishment* means a studio or place where certified massage therapists, certified massage practitioners or exempt therapists practice massage as provided in Business and Professions Code Section 4601(f). The following are not considered massage establishments under this chapter: a hospital, nursing home, sanitarium, physiotherapy establishment, office of a licensed medical professional, or other state-licensed physical or mental health professional or facility; nor a personal fitness training center, gymnasium, athletic facility or health club, when the giving of massage is an incidental function of the business, constituting 10% or less of the business. However, any massage practitioner at an exempt fitness center, gym, athletic facility or health club must be currently certified by CAMTC or be exempt under paragraph F herein. Any such facility existing on the effective date of this ordinance shall not be required to obtain a conditional use permit.

- I. *Outcall massage service* means a business which provides massage at a location designated by the client or the massage practitioner or therapist, other than at a massage establishment.
- J. *Owner* means an individual natural person, firm, corporation, association, organization, partnership, limited liability company, business trust, corporation or company that owns, has an equity interest in, or shares a percentage of massage therapy proceeds with, a massage establishment.

**5.8.106 Massage therapist and massage practitioner registration.**

- A. Massage therapist or massage practitioner. No person may practice massage in the City who is not a certified massage therapist, certified massage practitioner or exempt therapist as defined herein.
- B. All therapists and practitioners. A certified massage therapist, certified massage practitioner or exempt therapist providing or offering massage in the City must:
  - 1. Work at an establishment with a current Massage Establishment Permit issued by the City.
  - 2. Obtain a massage therapist or massage practitioner registration if providing massage for compensation in the home or other location of the therapist's or practitioner's clientele, or if providing massage for compensation at a fitness center, gym, athletic facility or health club. No massage may take place at the therapist's home occupation location.
- C. Other City permits. Registrants are advised that in addition to the permits mentioned above they must also obtain (1) a City business license, and (2) a home occupation permit if massage is practiced in the home or other location of the therapist's or practitioner's clientele. A home occupation permit is required to establish a business office for out-call services. No massages may be performed at the home occupation location. If a massage therapist is an independent contractor of a massage establishment, both the establishment and the massage therapist must obtain a City business license.
- D. Massage Therapist/Practitioner Registration. A massage therapist/practitioner that is required to register under subsection (C) above, must register with the City Police Department annually, and shall post evidence of City registration whenever massage is practiced. The registration application shall include: name, address and telephone of the massage therapist or massage practitioner; and proof of CAMTC certification or exemption pursuant to subsection (B) above. The registrant shall also indicate on the registration form whether he or she will perform outcall massage services. There is no charge for the registration. The massage therapist or massage practitioner shall notify the department within ten (10) days of any change in the information provided, except the massage therapist or massage practitioner shall immediately notify the department if

CAMTC suspends or revokes the registrant's certification or takes other disciplinary action against the massage therapist or massage practitioner, and shall include a copy of any notice or order.

A person who is a registered massage therapist or massage practitioner shall comply with the requirements of this chapter, except for the massage establishment permit requirement herein. A violation of this chapter shall be punishable by administrative citation pursuant to Oakley Municipal Code Section 1.5.002. All other enforcement tools are also available to the City, including abatement of public nuisance.

#### **5.8.108 Massage establishment permits.**

A. Massage Establishment. No person may own or operate a massage establishment in the City unless:

1. Each person administering massage for compensation (whether as an employee or independent contractor) is either a certified massage therapist, a certified massage practitioner, or an exempt therapist as defined in this chapter; and
2. The owner obtains, and continues to maintain, a current massage establishment permit; and
3. The massage establishment obtains a use permit as required by the zoning provisions of this Code. Massage establishments shall be permitted only in the General Commercial (c) zoning district and shall not be located within 500 feet of any other massage establishment, place of worship, school or park.

B. Massage establishment permit application procedure.

1. The owner of a proposed massage establishment shall be the only person eligible to obtain a massage establishment permit for such business. The owner shall not be eligible to obtain a massage establishment permit unless the owner is at least eighteen (18) years of age. A separate permit is required for each massage establishment location.
2. The following shall be submitted to the Chief at the time of application for a massage establishment permit:
  - a. A completed application form signed by: (i) the applicant; and (ii) either the record owner of the property or the lessor of the premises (if the business premises are leased to the applicant business) where the massage establishment is to be conducted. The application shall include the applicant's full legal name and contact information, the address where the applicant desires to do business, and such other information as the department may reasonably require.
  - b. Background check. Each applicant shall submit the following:



- i. Information related to the applicant's business, occupation and employment history for the ten (10) years preceding the date of application, and the inclusive dates of same.
    - ii. The name and address of any massage business or other like establishment owned or operated by the applicant, the name of all partners and co-owners in each business, and any discipline, suspension or revocation for each such business.
    - iii. A description of any other business located in the City, even if not massage-related, that is owned or operated by the applicant.
    - iv. Information regarding any felony or misdemeanor convictions within the last five (5) years, any outstanding warrants for arrest and any pending criminal case.
    - v. The applicant's fingerprints on a form provided by the Police Department. Any fees for the fingerprints shall be paid by the applicant.
  - c. Two (2) color photographs, taken within six (6) months prior to the date of the application, that clearly show the applicant's face. Any fees for the photograph shall be paid by the applicant.
  - d. A written description of the proposed massage establishment and how it will satisfy the requirements of this chapter.
  - e. The register of massage therapists and practitioners required herein.
  - f. A statement signed by the applicant certifying under penalty of perjury that all of the information submitted in connection with the application is true and correct.
  - g. A nonrefundable application fee in an amount set by resolution of the City Council.
3. The Chief shall, within sixty (60) calendar days of the filing of a complete application, approve and issue the massage establishment permit if the requirements of this chapter have been met. The Chief may deny a permit if any one (1) of four (4) conditions is found to be true. Notice of the approval or denial of the permit shall be given to the applicant in writing by first class mail, postage prepaid. If the application is denied, the Chief shall attach to the notice a statement of the reasons for the denial. The time period set forth in this paragraph for the Chief to render a decision on the permit shall not be extended except upon the written consent of the applicant. Within fifteen (15) days of mailing of the notice, the applicant may request a reconsideration hearing. A request for reconsideration shall be submitted to the Chief in writing on a form provided by the Police Department, and shall specifically state the pertinent

facts of the case and the reasons for the request for reconsideration. The reconsideration hearing shall be held within thirty (30) days of the applicant's request. The applicant may present any evidence to refute the Chief's original decision. The Chief shall render a decision on the matter within ten (10) days of the reconsideration hearing and shall notify the applicant in the same manner as the original decision. The decision of the Chief may be appealed to the City Council.

4. Grounds for denial. The Chief may deny a massage establishment permit application if any of the following is true:
  - a. If the applicant has been convicted within the last five (5) years of any felony or misdemeanor, or has an outstanding warrant for his or her arrest or a pending criminal case regarding an offense having a reasonable relationship to the functions of a permittee.
  - b. The application was falsified in any material respect.
  - c. The applicant is required to register as a sex offender in any state.
  - d. If there has been a criminal investigation resulting in arrest related to the operation of the massage establishment business within the last five (5) years.
  - e. The massage establishment permit shall not become effective unless and until a use permit is issued as required by this chapter.

C. Permits nontransferable.

1. No person shall operate a massage establishment under the authority of a massage establishment permit at any place other than the address of the massage establishment stated in the application for the permit. The Chief may approve a change of location, provided the massage establishment complies with all ordinances and regulations of the City.
2. No massage establishment permit issued pursuant to this chapter shall be transferable to any other person or entity.
3. Any attempt to transfer a massage establishment permit is hereby declared invalid and the permit shall automatically become void effective the date of such attempted transfer.
4. Nothing in this section shall prevent the Chief from approving a second massage establishment permit for a single location provided that the holder of the massage establishment permit previously approved for such location consents in writing to the automatic expiration of such previously approved permit upon the effective date of such second permit.

D. Conditions of Massage Establishment Permit.

1. Every massage establishment shall display at all times during business hours the permit issued pursuant to the provisions of this chapter for such business. The permit shall be displayed in a conspicuous place so that it may be readily seen by all persons entering the massage establishment.
2. If an individual's CAMTC certification is suspended or revoked or if the individual is not CAMTC certified or an exempt therapist, the massage establishment may not allow that person to provide massage services, including outcall massage services, at or through the massage establishment business.
3. The massage establishment must notify the City immediately upon the establishment's notice of any disciplinary action taken by the CAMTC regarding one of the establishment's massage therapists or massage practitioners and submit a copy of any notice or order.
4. Any act or omission of anyone providing massage at the establishment's location, whether as an employee or an independent contractor, which constitutes a violation of this chapter shall also be deemed to be an act or omission of the massage establishment.
5. The massage establishment must obtain and maintain a current City Business License.
6. Compliance with all federal, state and local laws, and the requirements of this chapter.

E. Term of permit. A massage establishment permit issued under this chapter shall be valid for twenty-four (24) months from the date of issuance unless suspended or revoked.

F. Renewal. A holder of a massage establishment permit issued under this chapter shall submit an application for renewal no later than sixty (60) calendar days prior to the expiration of the permit issued for such establishment. The renewal application shall be submitted together with a nonrefundable renewal fee in an amount established by resolution of the City Council. Applications for renewal of a massage establishment permit shall be processed in accordance with the procedures governing initial applications.

G. Grounds for suspension or revocation. The Chief may suspend or revoke a massage establishment permit for the following causes:

1. The permittee has made any false, misleading or fraudulent statement of material fact in any application, report or record required to be filed with the City.

2. The permittee, or an employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment business has failed to comply with any of the requirements or conditions of this chapter.
3. An individual who is not a certified massage therapist, a certified massage practitioner, or an exempt therapist or whose CAMTC certification is suspended or revoked, has provided massage at the massage establishment.
4. The permittee, or an employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment business has allowed or permitted, with or without knowledge, the occurrence of criminal activity on the premises of the massage establishment business.
5. There have been one or more acts prohibited under California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 taking place on the premises of the massage establishment, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.
6. The permittee, or an employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment business has committed a misdemeanor, felony or violation of this chapter in the conduct of business.
7. The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or section 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the state of California.
8. The permittee, or an employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment business has failed to abide by any disciplinary action previously imposed by an authorized City official.

#### H. Procedure for suspension or revocation.

1. On determining that grounds for permit suspension or revocation exist, the Chief shall furnish written notice of the proposed suspension or revocation to the permittee. Such notice shall set forth the time and place of a hearing, and the ground(s) upon which the proposed suspension or revocation is based. The notice shall be mailed, postage prepaid, addressed to the last known address of the permittee, or shall be personally delivered to the permittee, at least ten (10) days prior to the hearing date.
2. If the permittee desires to appeal the Chief's decision, he/she may file an appeal to be heard by an Administrative Appeals Officer using procedures specified in this Code. All parties involved shall have a right to: (1) offer testimonial, documentary and tangible evidence bearing on the issues; (2) be represented by counsel; and (3)

confront and cross-examine witnesses. Any relevant evidence may be admitted that is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Any hearing under this section may be continued for a reasonable time for the convenience of a party or witness.

3. After holding the hearing in accordance with this section, upon determining that there are sufficient grounds for disciplinary action, the Administrative Hearing Officer shall impose one of the following penalties:
  - a. A warning;
  - b. Suspension of the permit for a specified period not to exceed six (6) months;
  - c. Revocation of the permit.

The Chief may, in conjunction with the issuance of a warning or suspension of a permit, order the permittee to take appropriate corrective action.

#### **5.8.110 Record keeping.**

A. The holder of a massage establishment permit shall maintain:

1. A register of all certified massage therapists, certified massage practitioners and exempt therapists providing massage at the establishment, including independent contractors, and each such person's state certificate number, home address, date of hiring, and whether the massage therapist or massage practitioner will be performing outcall massages. An amended copy of the register shall be provided to the Chief within five (5) days of the date of hiring, commencement of services, or termination of services by each massage therapist or massage practitioner at the establishment. Such filings shall be accompanied by a statement, signed by the owner, that all of the information in the register is true and correct.
2. A daily register, approved in form by the Chief, of each client, the assigned room (or location of outcall massage service), the massage therapist or practitioner who treated the client, a description of service(s) performed, the price of the services, including any gratuity or tip, and the time of the appointment. The daily register shall be completed by the close of business every day, and shall be available for inspection by the City at all times during regular business hours. The register shall be considered confidential, not for public review, and may be inspected by the City only as part of a criminal investigation or during proceedings to investigate compliance with this chapter. These records shall be retained for at least one year.

B. A massage therapist or practitioner registered pursuant to PHMC §6.30.030 above, is responsible for compliance with subsection A.2 of this section.

### **5.8.112 Health and safety requirements.**

The operator of a massage establishment and a registered massage therapist or practitioner shall conduct the massage establishment business in a safe and sanitary manner, and shall:

- A. Comply with all applicable building, fire, safety, health, electrical, plumbing, mechanical, heating and ventilating, sanitation, and other laws applicable to the premises;
- B. Provide for the regular removal of garbage and refuse, and the safe storage or removal of flammable materials;
- C. Maintain all equipment used to perform massage services in a safe and sanitary condition, including the regular application of cleansers and bacterial cleaning agents;
- D. Launder all materials furnished for the personal use of the client, such as towels and linens, before each use;
- E. Maintain all bathroom and plumbing fixtures in a sanitary condition, provide hot and cold running water, and comply with sanitation requirements of the county health department;
- F. Provide a wash basin for therapists and employees, located within or as close as practicable to the area devoted to the massage therapy services. Each wash basin shall be equipped with hot and cold running water, soap in a dispenser and sanitary towels. In the case of a massage establishment located in a home, existence of a bathroom meeting this requirement is sufficient;
- G. Provide either a separate room or dressing and locker facilities for each client. However, dressing and undressing may occur in the same room as massage therapy if the client is alone in the room with the door(s) closed and opaque coverings are present on any windows while undressing or dressing. The massage therapist or other clients may not be present in the same room when the client is undressing;
- H. In each room or cubicle where massage is administered, have lighting whenever the area is occupied equivalent to a minimum of an incandescent 25-watt clear-glass light bulb;
- I. For a massage establishment in which the therapist or practitioner is an employee, all massage services shall be paid for in the reception area, and all tips, if any, shall be paid in the reception area. For a massage establishment at which a therapist or practitioner is an independent contractor, all massage services and all tips, if any, may be paid in the same room where the massage occurred, provided the door to the room is fully open. A massage establishment which is located in a home is exempt from this subsection because by the nature of the site it does not include a reception area;
- J. Comply with portions of the Massage Therapy Act (B&P Code § 4608) relating to the requirements that a certificate holder display his or her original certificate wherever he or she provides massage for compensation; and to have his or her identification card in his or her possession while providing massage services for compensation;

- K. Comply with the portions of the Massage Therapy Act (B&P Code § 4609(a)) relating to sexual acts, including not allowing certificate holders: to engage in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation, excluding a residence; to engage in sexual activity while providing massage services for compensation; to provide massage of the genitals or anal region; or to provide massage of female breasts without the written consent of the person receiving the massage and a referral form from a licensed California health care provider.
  
- L. Comply with the portions of the Massage Therapy Act (B&P Code § 4608, 4609, 4611) relating to advertising, including requiring certificate holders: to include the name under which he or she is certified and his or her certificate number in any and all advertising of massage for compensation; to not engage in sexually suggestive advertising related to massage services; to not hold him- or herself out as a certified massage therapist or practitioner, or use terms such as “licensed” or “certified,” that implies that an uncertified person is certified as a massage therapist or practitioner; to not falsely state or advertise or put out any sign or card, or to falsely represent to the public, that any individual is licensed, certified, or registered as a massage therapist or practitioner if that individual is not so certified;
  
- M. Comply with the portions of the Massage Therapy Act (B&P Code § 4609) related to dressing requirements, including dressing while engaged in the practice of massage for compensation, or while visible to clients in a massage establishment, in attire that is not: transparent, see-through, or substantially exposes the certificate holder’s undergarments; swim attire, if not providing a water-based massage modality approved by CAMTC; a manner that exposes the certificate holder’s breasts, buttocks, or genitals; a manner that constitutes a violation of section 314 of the Penal Code; or a manner that has been deemed by CAMTC to constitute unprofessional attire; and
  
- N. Not serve or permit the consumption of alcoholic beverages unless the massage establishment has a current and valid (California Department of Alcoholic Beverage Control) ABC license and all required City approvals, nor permit the consumption of any drugs, except pursuant to a valid prescription.

**5.8.114 Inspections.**

The Chief may inspect the premises at the time of permitting a massage establishment, and may make periodic, reasonable inspections of the establishment during normal business hours to assure compliance with CAMTC requirements, this chapter and applicable fire, health and safety requirements. If any violations are found, the Chief shall notify the holder of the massage establishment permit in writing. The Chief may give the establishment ten (10) days to correct the violation(s), or, if the violation(s) presents a danger to public health or safety, close the establishment until the violation(s) is corrected.

### **5.8.116 Hours of operation.**

No massage establishment and no registered massage therapist or practitioner may provide massage service between the hours of 10:00 p.m. and 7:00 a.m. Clients and visitors shall be excluded from a massage establishment during those hours.

### **5.8.118 Department coordination with CAMTC.**

The Chief of Police shall designate a person in the Police Department to coordinate with CAMTC, including maintaining a list of certified therapists and practitioners practicing in the City, maintaining a list of massage establishments operating in the City, receiving notices and information from CAMTC, and notifying CAMTC of any arrest or conviction of Penal Code section 647 or other act punishable as a sexually related crime. (Business and Professions Code § 4614.)

### **5.8.120 Property owner responsibility.**

Any place where lewdness, assignation or prostitution occurs is a public nuisance which may be abated and permanently enjoined, and for which the City may recover damages from the property owner, as well as from the person conducting or maintaining the nuisance. (Penal Code §§ 11225 and 11226.)

### **5.8.122 Applicability of regulations to existing massage establishments, therapists and practitioners.**

- A. Any massage establishment that was validly operating as of the effective date of this ordinance must apply for a massage establishment permit within ninety (90) days of the effective date of this Chapter.
- B. Registrations for massage therapists, massage practitioners and exempt therapists shall continue in effect until their normal expiration.

### 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 the project will not have a significant effect on the environment; therefore the project is not subject to CEQA.

### Section 4. 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 5. 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.

Section 6. Previous Ordinance Rescinded.

Upon this ordinance becoming effective, Ordinance No. 04-15 shall be rescinded and shall have no further force or effect.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

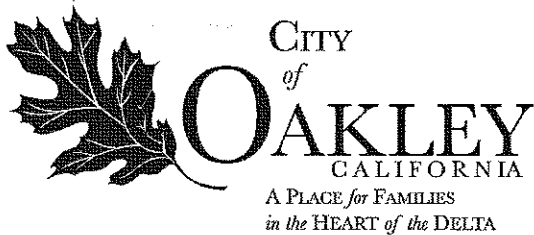
APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** August 11, 2015

**To:** City Council

**From:** Bryan Montgomery, City Manager 

**SUBJECT:** **An Urgency Ordinance of the City Council of the City of Oakley authorizing an Amendment to Contract between the Board of Administration of the California Public Employees Retirement System (CalPERS) and the City of Oakley to include a new Police Category**

### Background and Summary

At the April 14, 2015 City Council Meeting, the Council adopted a resolution to discontinue contracting with Contra Costa County for the sworn personnel of the Oakley Police Department. Effective May 6, 2016, the sworn personnel will all be City employees.

At the May 12, 2015 City Council Meeting the City Council voted to move forward with the California Public Employees Retirement System (PERS) retiree benefit for the new sworn police personnel. On July 14, 2015, the City Council adopted a formal resolution of intent to amend the contract with PERS to add the new police category. As required by law, an actuary was available at that Council Meeting to answer any questions and the Actuarial Valuation report was made public and has since been available for public review. (It is also attached again to this staff report).

For your consideration now is the actual ordinance required by CalPERS that includes as an exhibit the proposed contract amendment. You will note that the proposed change is the addition of a police category to the existing contract. The police category calls for the 2.7% at 57 full formula plan that includes a 3% cost-of-living allowance increase and the fourth level of 1959 Survivor Benefits. The existing benefit categories for non-safety personnel are also outlined in the contract amendment.

### Fiscal Impact

The employer rate for local safety members is currently 12.156% of salary. It is estimated that the total salary subject to PERS is approximately \$4,000,000,

making the total estimated annual cost to be just shy of \$487,000. This annual cost will increase as salaries increase and as additional personnel come on board in future years. Also, any adjustments or changes in assumptions made by the CalPERS Board may affect the actuarial cost estimates and change any accrued liability.

It is important to note that the CalPERS defined benefit plan is estimated to be at least \$380,000 less expensive per year than a “comparable” defined contribution plan and will be significantly less expensive than the retirement cost component found within the current contract with Contra Costa County.

**Recommendation**

Adopt the urgency ordinance to authorize an amendment to contract between the Board of Administration of the California Public Employees Retirement System (CalPERS) and the City of Oakley to include a new police category. (Adoption does require a 4/5<sup>th</sup>s vote).

**Attachments**

1. Ordinance, including exhibit which is the proposed contract amendment
2. New Category Actuarial Valuation dated May 2015

ORDINANCE NO. \_\_\_\_\_

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY  
COUNCIL OF THE CITY OF OAKLEY AND THE BOARD OF ADMINISTRATION OF  
THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM**

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

**Section 1.**

That an amendment to the contract between the City Council of the City of Oakley and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though herein set out in full.

**Section 2.**

The Mayor of the City of Oakley is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

**Section 3.**

This urgency ordinance shall take effect the day following the effective date of the ordinance, which would be August 12, 2015, upon its adoption by an affirmative vote of at least four-fifths (4/5<sup>th</sup>s) of the members of the City Council. The City Clerk is directed to public a copy of this Ordinance in accordance with state law.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on August 11, 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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**New Category  
Actuarial Valuation**

*As of May, 2015*

**For the  
Proposed SAFETY PLAN for the CITY OF OAKLEY,  
2.7% at 57 SAFETY POLICE Full Formula with  
3-year Final Average Compensation for any  
Safety Member Hired after January 1, 2013,  
0% Prior Service**

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- **SECTION 1 – PLAN SPECIFIC INFORMATION**
  
- **APPENDIX A ACTUARIAL METHODS AND ASSUMPTION**
  
- **APPENDIX B PRINCIPAL PLAN PROVISIONS**
  
- **APPENDIX C PLAN OPTIONS AND VARIABLES**

May 31, 2015

**PROPOSED SAFETY PLAN FOR CITY OF OAKLEY  
2.7% @ 57 SAFETY RISK POOL**

Dear Employer,

Enclosed please find a copy of the actuarial valuation conducted to determine the contributions necessary should the CITY OF OAKLEY elect to participate in the California Public Employees' Retirement System (CalPERS) and adopt the proposed SAFETY PLAN. CalPERS staff actuaries are available to discuss the contents of this report with you.

Since your public agency has less than 100 active members, your proposed plan would be required to participate in a risk pool. The following valuation report provides specific information for your proposed plan, including the development of your pooled employer contribution rate, and an appendix with plan provisions and assumptions.

In the event your public agency elects to contract for CalPERS membership, your employees will be entitled to retirement benefits as provided by CalPERS per the Public Employees' Retirement Law. The contract for CalPERS membership will specify that, to the extent, if any, your employees may claim entitlement to additional benefits resulting from prior membership in a different retirement plan, such benefits will be the responsibility of your agency alone, and not of CalPERS.

**Actuarial Cost Estimates in General**

What will this pension plan cost? Unfortunately, there is no simple answer. There are two major reasons for the complexity of the answer. First, actuarial calculations, including the ones in this report, are based on a number of assumptions about the future. These assumptions can be divided into two categories.

- Demographic assumptions include the percentage of employees that will terminate, die, become disabled, and retire in each future year.
- Economic assumptions include future salary increases for each active employee, and the assumption with the greatest impact, future asset returns at CalPERS for each year into the future until the last dollar is paid to current members of your plan.

While CalPERS has set these assumptions to reflect our best estimate of the real future of your plan, it must be understood that these assumptions are very long-term predictors and will surely not be realized in any one year. For example, while the asset earnings at CalPERS have averaged more than the assumed return of 7.5 percent for the past twenty year period ending June 30, 2014, returns for each fiscal year ranged from negative -24 percent to +21.7 percent.

Second, the very nature of actuarial funding produces the answer to the question of plan cost as the sum of two separate pieces.

- The Normal Cost (i.e., the future annual premiums in the absence of surplus or unfunded liability) expressed as a percentage of total active payroll.
- The Past Service Cost or Accrued Liability (i.e., the current value of the benefit for all credited past service of current members) which is expressed as a lump sum dollar amount.

On January 1, 2013, the Public Employees' Pension Reform Act of 2013 (PEPRA) took effect. In addition to creating new retirement formulas for newly hired members, PEPRA also effectively closed all existing active risk pools to new employees. As such, it is no longer appropriate to assume that the payroll of the risk pools for the classic formulas will continue to grow at 3 percent annually. Funding the promised pension benefits as a percentage of payroll would lead to the underfunding of the plans. In addition the current allocation of the existing unfunded liabilities based on payroll would create equity issues for employers within the risk pools. Furthermore, the declining payroll of the classic formula risk pools will lead to unacceptable levels of employer rate volatility.

In order to address these issues the CalPERS Board of Administration approved at their May 21, 2014 meeting structural changes to the risk pools. All pooled plans will be combined into two active pools, one for all miscellaneous groups and one for all safety groups, effective with the 2013 valuations. By combining the pools this way the payroll of the risk pools and the employers within the pools can once again be expected to increase at the assumed 3 percent annual growth. This change will allow the continuation of current level percent of payroll amortization schedule. However, two important changes are being made which will affect employers.

1. Beginning with FY 2015-16, CalPERS will collect employer contributions toward any unfunded liability as dollar amounts instead of the prior method of a contribution rate. This change will address the funding issue

that would still arise from the declining population of classic formula members. Although employers will be invoiced at the beginning of the fiscal year for their unfunded liability and side fund payments, the plan's normal cost contribution will continue to be collected as a percentage of payroll.

2. The pool's unfunded liability will be allocated to each individual plan based on the plan's total liability rather than by the plan's individual payroll. This will allow employers to track their own unfunded liability and pay it down faster if they choose. The change in the allocation of unfunded liabilities will result in some employers paying more towards their unfunded liability and some paying less.

The impact of most of the PEPRA changes will first show up in the rates and the benefit provision listings of the June 30, 2013 valuation that sets the contribution rates for the 2015-16 fiscal year. For more detailed information on changes due to PEPRA, please refer to the CalPERS website.

On April 17, 2013, the CalPERS Board of Administration approved a recommendation to change the CalPERS amortization and rate smoothing policies. Beginning with the June 30, 2013 valuations that set the 2015-16 rates, CalPERS will employ an amortization and smoothing policy that will pay for all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year period. The new amortization and smoothing policy is used in this valuation.

In 2014 CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns (see Appendix). The adopted asset allocation is expected to have a long-term blended return that continues to support a discount rate assumption of 7.5 percent. The Board also approved several changes to the demographic assumptions that more closely align with actual experience. The most significant of these is mortality improvement to acknowledge the greater life expectancies we are seeing in our membership and expected continued improvements. **The new actuarial assumptions will be used to set the FY 2016-17 contribution rates for public agency employers.** The increase in liability due to new actuarial assumptions will be calculated in the 2014 actuarial valuation and will be amortized over a 20-year period with a 5-year ramp-up/ramp-down in accordance with Board policy

### Contribution Rates

The actuarially required contribution, both in dollars and as a rate of payroll are shown below.

	<b>Required Contribution Amount FY 2014-15</b>	<b>Required Contribution Rate FY 2014-15</b>
1. Risk Pool's Net Employer Normal Cost	\$ 0	10.750%
2. Share of Pool's UAL	0	0.000%
3. Surcharge for Class 1 Benefits	0	1.600%
4. Amortization of Side Fund	<u>0</u>	<u>0.000%</u>
5. Total Employer Share of Contribution	0	12.350%
6. Total Member Share of Contributions	0	12.250%

	<b>Required Contribution Amount FY 2015-16</b>	<b>Required Contribution Rate FY 2015-16</b>
1. Risk Pool's Net Employer Normal Cost	\$ 0	10.403%
2. Share of Pool's UAL	0	0.000%
3. Surcharge for Class 1 Benefits	0	1.753%
4. Amortization of Side Fund	<u>0</u>	<u>0.000%</u>
5. Total Employer Share of Contribution	0	12.156%
6. Total Member Share of Contributions	0	12.250%



These rates will be in effect for Fiscal Years 2014-15 and 2015-16 unless there are further benefits or funding changes. If the membership or asset information is significantly different at the actual contract date or if the actual contract effective date is delayed beyond the proposed effective date of May 31, 2015 by more than 90 days, the employer contribution rates shown above may have to be recalculated. The contribution rates shown above were based on the actuarial cost analysis of the California Public Employees' Retirement Act (PEPRA) performed in August 2012, which can be found at our website at: <http://www.calpers.ca.gov/eip-docs/about/pubs/cost-analysis.pdf> and the results of the June 30, 2013 valuations.

In accordance with PEPRA the member contribution rate shown above is set at 50% of the expected normal cost rate for the benefits that will apply to your safety plan. The first actuarial valuation of the PEPRA risk pools based on actual member data was the June 30, 2013 valuation which was completed the fall of 2014. This valuation established the employer and employee contributions for fiscal year 2015-16. Note that the member contribution rate may change over time if the total normal cost for PEPRA members fluctuates by more than one percent of payroll in future valuations.

In February 2014, the CalPERS Board adopted new demographic actuarial assumptions to be used to set the fiscal year 2016-17 contribution rates for public agency employers. The total normal cost for plans with the 2.7% @ 57 formula is estimated to increase by 0.4% of payroll. The increase in liability due to new actuarial assumptions will be amortized over 20 years and phased in over 5 years.

The total employer contribution rate shown above may not be representative of the expected long-term cost of the proposed pension plan. Over long periods of time, employer contribution rates are expected to fluctuate around the sum of items 1 and 3 above.

#### **Rate Volatility**

As is stated above, the actuarial calculations supplied in this communication are based on a number of assumptions about very long term demographic and economic behavior. Unless these assumptions (terminations, deaths, disabilities, retirements, salary growth, and investment return) are exactly realized each year, there will be differences on a year to year basis. The year to year differences between actual experience and the assumptions are called actuarial gains and losses and serve to raise or lower the employer's rates from year to year. So, the rates will fluctuate, especially due to the unpredictability of investment returns.

The actuarial methods and assumptions used in determining your rate can be found in Appendix A. A list of class 1 benefit provisions used in determining your rate is included in Section 1 of the report. A description of these provisions can be found in Appendix B.

If your agency would like to consider other benefit formulas or other combinations of benefit provisions, please contact us and we will be pleased to assist you.

Sincerely,



FRITZIE ARCHULETA, ASA, MAAA  
Senior Pension Actuary, CalPERS

## Actuarial Certification

This report was prepared by the Agency Actuary in order to:

- Provide the employer with information about the cost of benefits and the contributions required in order to assist in the decision as to whether or not to contract for the benefits.
- Certify that the actuarially required employer contribution rate of the proposed SAFETY PLAN for the CITY OF OAKLEY from the effective date of the contract through June 30, 2015 is 12.350% and for the fiscal year commencing July 1, 2015 is 12.156%.

Use of this report for other purposes is inappropriate.

This report is based on the member and financial data as of May 31, 2015 provided by the agency, and the proposed benefits under this contract with CalPERS.

It is my opinion that the valuation has been performed in accordance with generally accepted actuarial principles, in accordance with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for this plan, as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.



FRITZIE ARCHULETA, ASA, MAAA  
Senior Pension Actuary, CalPERS

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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## **Section 1**

# **Plan Specific Information for The Proposed SAFETY PLAN for CITY OF OAKLEY**

## **Funding Information**

- **REQUIRED EMPLOYER CONTRIBUTION**
  
- **EMPLOYER SIDE FUND**
  
- **SUMMARY OF PARTICIPANT DATA**
  
- **LIST OF CLASS 1 BENEFIT PROVISIONS**

## Required Employer Contribution

As part of a risk pool, your employer contribution rate will be the sum of the parts shown below. Unless there are further benefit or funding changes, your required employer contribution rate will be 12.350% from the effective date of the contract through June 30, 2015 and 12.156% from July 1, 2015 through June 30, 2016.

	<b>Required Contribution Amount FY 2014-15</b>	<b>Required Contribution Rate FY 2014-15</b>
1. Plan's Employer Normal Cost	\$ 0	10.750%
2. Plan's Payment on UAL Amortization Bases	0	0.000%
3. Surcharge for Class 1 Benefits	0	1.600%
4. Amortization of Side Fund	0	0.000%
5. Phase out of Normal Cost Difference	<u>0</u>	<u>0.000%</u>
6. Total Employer Share of Contribution	0	12.350%
7. Total Member Share of Contributions	0	12.250%

	<b>Required Contribution Amount FY 2015-16</b>	<b>Required Contribution Rate FY 2015-16</b>
1. Plan's Employer Normal Cost	\$ 0	10.403%
2. Plan's Payment on UAL Amortization Bases	0	0.000%
3. Surcharge for Class 1 Benefits	0	1.753%
4. Amortization of Side Fund	0	0.000%
5. Phase out of Normal Cost Difference	<u>0</u>	<u>0.000%</u>
6. Total Employer Share of Contribution	0	12.156%
7. Total Member Share of Contributions	0	12.250%

<sup>1</sup> Appendix C of this report contains the list of class 1 benefits with their corresponding surcharges.

## Employer Side Fund

At the time of joining a risk pool, a side fund will be created to account for whether the assets that were brought into the pool were more or less than what was required to maintain the funded ratio of the pool. The side fund for your proposed SAFETY PLAN at the effective date of the contract was developed as follows:

1. Entry Age Normal Accrued Liabilities	0
2. Market Value of Assets	0
3. Employer Side Fund as of the effective date of the contract	0
4. Side Fund Amortization Period in years	N/A

## Summary of Participant Data

Below is a table showing a summary of the participant data for your plan upon which this valuation is based

1.	Number of Active Members	0
2.	Total Payroll (Payroll is assumed to remain the same through FY 2015-16)	0
3.	Average Salary	0
4.	Number of Transferred Members	0
5.	Number of Separated Members	0
6.	Number of Retired Members and Beneficiaries	0

## List of Class 1 Benefit Provisions

- 3% Annual Cost-of-Living Allowance Increase

If Section 21031 (Public Service Credit for Limited Prior Service) is included in the contract, there is a risk that employer contribution rates will increase in the future as a result of members electing to purchase prior service.

## Subsequent Events

### Actuarial Methods and Assumptions

In 2014, CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have a long- term blended return that continues to support a discount rate assumption of 7.5 percent.

The Board also approved several changes to the demographic assumptions that more closely align with actual experience. The most significant of these is mortality improvement to acknowledge the greater life expectancies we are seeing in our membership and expected continued improvements. The new actuarial assumptions will be used to set the FY 2016-17 contribution rates for public agency employers. The increase in liability due to new actuarial assumptions will be calculated in the 2014 actuarial valuation and will be amortized 20 years and phased in over 5 years, in accordance with Board policy. The estimated increase in employer normal cost projection of the most recent information we have available, including an estimated 18.0 percent investment return for fiscal 2013-14, the impact of the new smoothing methods adopted by the CalPERS Board in April 2013 that will impact employer rates for the first time in 2015-16 and new actuarial assumptions adopted by the CalPERS Board in February 2014 is 0.4%.

## Summary of Major Benefit Options

Shown below is a summary of the major optional benefits for which your agency has contracted. A description of principal standard and optional plan provisions is in Appendix B of this report.

### PEPRA Provisions

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#### Benefit Provision

Benefit Formula	2.7% @ 57
Social Security Coverage	no
Full/Modified	full
Final Average Compensation Period	3 year
Sick Leave Credit	yes
Non-Industrial Disability	standard
Industrial Disability	no
Pre-Retirement Death Benefits	
Optional Settlement 2W	yes
1959 Survivor Benefit Level*	Indexed
Special	no
Alternate (firefighters)	no
Post-Retirement Death Benefits	
Lump Sum	\$500
Survivor Allowance (PRSA)	no
COLA	3%
Employee Contributions	
Contractual employer paid	no
Contractual Employee Cost sharing	0%

\*1959 Survivor Benefit is provided by a separate program and will be billed separately by the agency.

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# **APPENDIX A**

## **ACTUARIAL METHODS AND ASSUMPTIONS**

- **ACTUARIAL DATA**
- **ACTUARIAL METHODS**
- **ACTUARIAL ASSUMPTIONS**
- **MISCELLANEOUS**



## Actuarial Data

As stated in the Actuarial Certification, the data, which serves as the basis of this valuation, has been obtained from the various CalPERS databases. We have reviewed the valuation data and believe that it is reasonable and appropriate in aggregate. We are unaware of any potential data issues that would have a material effect on the results of this valuation, except that data does not always contain the latest salary information for former members now in reciprocal systems and does not recognize the potential for unusually large salary deviation in certain cases such as elected officials. Therefore, salary information in these cases may not be accurate. These situations are relatively infrequent, however, and when they do occur, they generally do not have a material impact on the employer contribution rates.

## Actuarial Methods

### Funding Method

The actuarial funding method used for the Retirement Program is the Entry Age Normal Cost Method. Under this method, projected benefits are determined for all members and the associated liabilities are spread in a manner that produces level annual cost as a percent of pay in each year from the age of hire (entry age) to the assumed retirement age. The cost allocated to the current fiscal year is called the normal cost.

The actuarial accrued liability for active members is then calculated as the portion of the total cost of the plan allocated to prior years. The actuarial accrued liability for members currently receiving benefits, for active members beyond the assumed retirement age, and for members entitled to deferred benefits, is equal to the present value of the benefits expected to be paid. No normal costs are applicable for these participants.

The excess of the total actuarial accrued liability over the actuarial value of plan assets is called the unfunded actuarial accrued liability. Funding requirements are determined by adding the normal cost and an amortization of the unfunded liability as a level percentage of assumed future payrolls. Commencing with the June 30, 2013 valuation all new gains or losses are tracked and amortized over a fixed 30-year period with a 5 year ramp up at the beginning and a 5 year ramp down at the end of the amortization period. All changes in liability due to plan amendments (other than golden handshakes), changes in actuarial assumptions, or changes in actuarial methodology are amortized separately over a 20-year period with a 5 year ramp up at the beginning and a 5 year ramp down at the end of the amortization period. Changes in unfunded accrued liability due to a Golden Handshake will be amortized over a period of 5 years. If a plan's accrued liability exceeds the market value of assets, the annual contribution with respect to the total unfunded liability may not be less than the amount produced by a 30-year amortization of the unfunded liability. An exception has been made for the change in asset value from actuarial to market value in this valuation. The CalPERS Board approved a 30-year amortization with a 5-year ramp-up/ramp-down for only this change in method.

Additional contributions will be required for any plan or pool if their cash flows hamper adequate funding progress by preventing the expected funded status on a market value of assets basis to either:

- Increase by at least 15 percent by June 30, 2043; or
- Reach a level of 75 percent funded by June 30, 2043

The necessary additional contribution will be obtained by changing the amortization period of the gains and losses, except for those occurring in the fiscal years 2008-2009, 2009-2010, and 2010-2011 to a period, which will result in the satisfaction of the above criteria. CalPERS actuaries will reassess the criteria above when performing each future valuation to determine whether or not additional contributions are necessary.

An exception to the funding rules above is used whenever the application of such rules results in inconsistencies. In these cases, a "fresh start" approach is used. This simply means that the current unfunded actuarial liability is projected and amortized over a set number of years. As mentioned above, if the annual contribution on the total unfunded liability was less than the amount produced by a 30-year amortization of the unfunded liability, the plan actuary would implement a 30-year fresh start. However, in

the case of a 30-year fresh start, just the unfunded liability not already in the (gain)/loss base (which is already amortized over 30 years), will go into the new fresh start base. In addition, a fresh start is needed in the following situations:

- 1) When a positive payment would be required on a negative unfunded actuarial liability (or conversely a negative payment on a positive unfunded actuarial liability); or
- 2) When there are excess assets, rather than an unfunded liability. In this situation, a 30-year fresh start is used, unless a longer fresh start is needed to avoid a negative total rate.

It should be noted that the actuary may choose to use a fresh start under other circumstances. In all cases, the fresh start period is set by the actuary at what is deemed appropriate; however, the period will not be less than five years, nor greater than 30 years.

#### **Asset Valuation Method**

It is the policy of the CalPERS Board of Administration to use professionally accepted amortization methods to eliminate unfunded accrued liabilities or surpluses in a manner that maintains benefit security for the members of the System while minimizing substantial variations in employer contribution rates. On April 17, 2013, the CalPERS Board of Administration approved a recommendation to change the CalPERS amortization and rate smoothing policies. Beginning with the June 30, 2013 valuations that set the 2015-16 rates, CalPERS will employ an amortization and smoothing policy that will pay for all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year period. CalPERS will no longer use an actuarial value of assets and will use the market value of assets. This direct rate smoothing method is equivalent to a method using a 5 year asset smoothing period with no actuarial value of asset corridor and a 25 year amortization period for gains and losses. The change in asset value will also be amortized over 30 years with a 5-year ramp-up/ramp-down.

## Actuarial Assumptions

In 2014 CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19, 2014 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have a long-term blended return that continues to support a discount rate assumption of 7.5 percent. The Board also approved several changes to the demographic assumptions that more closely align with actual experience. The most significant of these is mortality improvement to acknowledge the greater life expectancies we are seeing in our membership and expected continued improvements. The new actuarial assumptions will be used to set the FY 2016-17 contribution rates for public agency employers. The increase in liability due to new actuarial assumptions will be calculated in the 2014 actuarial valuation and will be amortized over a 20-year period with a 5-year ramp-up/ramp-down in accordance with Board policy. For more details, please refer to the experience study report that can be found at the following link: <http://www.calpers.ca.gov/eip-docs/about/pubs/employer/2014-experience-study.pdf>

### ***Economic Assumptions***

#### **Discount Rate**

7.5 percent compounded annually (net of expenses). This assumption is used for all plans.

#### **Termination Liability Discount Rate**

The discount rate used for termination valuation is a weighted average of the 10 and 30-year US Treasury yields in effect on the valuation date that equal the duration of the pension liabilities. For purposes of this hypothetical termination liability estimate, the discount rate used, 3.72 percent, is the yield on the 30-year US Treasury Separate Trading of Registered Interest and Principal of Securities (STRIPS) as of June 30, 2013. Please note, as of June 30, 2014 the 30-year STRIPS yield was 3.55 percent.

#### **Salary Growth**

Annual increases vary by category, entry age, and duration of service. A sample of assumed increases are shown below.

<b>Public Agency Miscellaneous</b>			
<u>Duration of Service</u>	<u>(Entry Age 20)</u>	<u>(Entry Age 30)</u>	<u>(Entry Age 40)</u>
0	0.1420	0.1240	0.0980
1	0.1190	0.1050	0.0850
2	0.1010	0.0910	0.0750
3	0.0880	0.0800	0.0670
4	0.0780	0.0710	0.0610
5	0.0700	0.0650	0.0560
10	0.0480	0.0460	0.0410
15	0.0430	0.0410	0.0360
20	0.0390	0.0370	0.0330
25	0.0360	0.0360	0.0330
30	0.0360	0.0360	0.0330

**Salary Growth** (continued)

**Public Agency Fire**

<u>Duration of Service</u>	<u>(Entry Age 20)</u>	<u>(Entry Age 30)</u>	<u>(Entry Age 40)</u>
0	0.1050	0.1050	0.1020
1	0.0950	0.0940	0.0850
2	0.0870	0.0830	0.0700
3	0.0800	0.0750	0.0600
4	0.0740	0.0680	0.0510
5	0.0690	0.0620	0.0450
10	0.0510	0.0460	0.0350
15	0.0410	0.0390	0.0340
20	0.0370	0.0360	0.0330
25	0.0350	0.0350	0.0330
30	0.0350	0.0350	0.0330

**Public Agency Police**

<u>Duration of Service</u>	<u>(Entry Age 20)</u>	<u>(Entry Age 30)</u>	<u>(Entry Age 40)</u>
0	0.1090	0.1090	0.1090
1	0.0930	0.0930	0.0930
2	0.0810	0.0810	0.0780
3	0.0720	0.0700	0.0640
4	0.0650	0.0610	0.0550
5	0.0590	0.0550	0.0480
10	0.0450	0.0420	0.0340
15	0.0410	0.0390	0.0330
20	0.0370	0.0360	0.0330
25	0.0350	0.0340	0.0330
30	0.0350	0.0340	0.0330

**Public Agency County Peace Officers**

<u>Duration of Service</u>	<u>(Entry Age 20)</u>	<u>(Entry Age 30)</u>	<u>(Entry Age 40)</u>
0	0.1290	0.1290	0.1290
1	0.1090	0.1060	0.1030
2	0.0940	0.0890	0.0840
3	0.0820	0.0770	0.0710
4	0.0730	0.0670	0.0610
5	0.0660	0.0600	0.0530
10	0.0460	0.0420	0.0380
15	0.0410	0.0380	0.0360
20	0.0370	0.0360	0.0340
25	0.0350	0.0340	0.0330
30	0.0350	0.0340	0.0330

<b>Schools</b>			
Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.1080	0.0960	0.0820
1	0.0940	0.0850	0.0740
2	0.0840	0.0770	0.0670
3	0.0750	0.0700	0.0620
4	0.0690	0.0640	0.0570
5	0.0630	0.0600	0.0530
10	0.0450	0.0440	0.0410
15	0.0390	0.0380	0.0350
20	0.0360	0.0350	0.0320
25	0.0340	0.0340	0.0320
30	0.0340	0.0340	0.0320

- The Miscellaneous salary scale is used for Local Prosecutors.
- The Police salary scale is used for Other Safety, Local Sheriff, and School Police.

**Overall Payroll Growth**

3.00 percent compounded annually (used in projecting the payroll over which the unfunded liability is amortized). This assumption is used for all plans.

**Inflation**

2.75 percent compounded annually. This assumption is used for all plans.

**Non-valued Potential Additional Liabilities**

The potential liability loss for a cost-of-living increase exceeding the 2.75 percent inflation assumption, and any potential liability loss from future member service purchases are not reflected in the valuation.

***Miscellaneous Loading Factors***

**Credit for Unused Sick Leave**

Total years of service is increased by 1 percent for those plans that have accepted the provision providing Credit for Unused Sick Leave.

**Conversion of Employer Paid Member Contributions (EPMC)**

Total years of service is increased by the Employee Contribution Rate for those plans with the provision providing for the Conversion of Employer Paid Member Contributions (EPMC) during the final compensation period.

**Norris Decision (Best Factors)**

Employees hired prior to July 1, 1982 have projected benefit amounts increased in order to reflect the use of "Best Factors" in the calculation of optional benefit forms. This is due to a 1983 Supreme Court decision, known as the Norris decision, which required males and females to be treated equally in the determination of benefit amounts. Consequently, anyone already employed at that time is given the best possible conversion factor when optional benefits are determined. No loading is necessary for employees hired after July 1, 1982.

**Termination Liability**

The termination liabilities include a 7 percent contingency load. This load is for unforeseen improvements in mortality.

***Demographic Assumptions***

**Pre-Retirement Mortality**

Non-Industrial Death Rates vary by age and gender. Industrial Death rates vary by age. See sample rates in table below. The non-industrial death rates are used for all plans. The industrial

death rates are used for Safety Plans (except for Local Prosecutor safety members where the corresponding Miscellaneous Plan does not have the Industrial Death Benefit).

Age	Non-Industrial Death (Not Job-Related)		Industrial Death (Job-Related)
	Male	Female	Male and Female
20	0.00047	0.00016	0.00003
25	0.00050	0.00026	0.00007
30	0.00053	0.00036	0.00010
35	0.00067	0.00046	0.00012
40	0.00087	0.00065	0.00013
45	0.00120	0.00093	0.00014
50	0.00176	0.00126	0.00015
55	0.00260	0.00176	0.00016
60	0.00395	0.00266	0.00017
65	0.00608	0.00419	0.00018
70	0.00914	0.00649	0.00019
75	0.01220	0.00878	0.00020
80	0.01527	0.01108	0.00021

Miscellaneous Plans usually have Industrial Death rates set to zero unless the agency has specifically contracted for Industrial Death benefits. If so, each Non-Industrial Death rate shown above will be split into two components; 99 percent will become the Non-Industrial Death rate and 1 percent will become the Industrial Death rate.

**Post-Retirement Mortality**

Rates vary by age, type of retirement and gender. See sample rates in table below. These rates are used for all plans.

Age	Healthy Recipients		Non-Industrially Disabled (Not Job-Related)		Industrially Disabled (Job-Related)	
	Male	Female	Male	Female	Male	Female
50	0.00239	0.00125	0.01632	0.01245	0.00443	0.00356
55	0.00474	0.00243	0.01936	0.01580	0.00563	0.00546
60	0.00720	0.00431	0.02293	0.01628	0.00777	0.00798
65	0.01069	0.00775	0.03174	0.01969	0.01388	0.01184
70	0.01675	0.01244	0.03870	0.03019	0.02236	0.01716
75	0.03080	0.02071	0.06001	0.03915	0.03585	0.02665
80	0.05270	0.03749	0.08388	0.05555	0.06926	0.04528
85	0.09775	0.07005	0.14035	0.09577	0.11799	0.08017
90	0.16747	0.12404	0.21554	0.14949	0.16575	0.13775
95	0.25659	0.21556	0.31025	0.23055	0.26108	0.23331
100	0.34551	0.31876	0.45905	0.37662	0.40918	0.35165
105	0.58527	0.56093	0.67923	0.61523	0.64127	0.60135
110	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000

The mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board, first used in the June 30, 2009 valuation. For purposes of the post-retirement mortality rates, those revised rates include 5 years of projected on-going mortality improvement using Scale AA published by the Society of Actuaries until June 30, 2010. There is no margin for future mortality improvement beyond the valuation date.

On February 19, 2014 the CalPERS Board adopted new recommended demographic assumption based on the most recent CalPERS Experience Study. These new actuarial assumptions will be implemented for the first time in the June 30, 2014 valuation. For purposes of the post-retirement mortality rates, the revised rates include 20 years of projected on-going mortality improvement using Scale BB published by the Society of Actuaries.

**Marital Status**

For active members, a percentage who are married upon retirement is assumed according to member category as shown in the following table.

<b>Member Category</b>	<b>Percent Married</b>
Miscellaneous Member	85%
Local Police	90%
Local Fire	90%
Other Local Safety	90%
School Police	90%

**Age of Spouse**

It is assumed that female spouses are 3 years younger than male spouses. This assumption is used for all plans.

**Terminated Members**

It is assumed that terminated members refund immediately if non-vested. Terminated members who are vested are assumed to follow the same service retirement pattern as active members but with a load to reflect the expected higher rates of retirement, especially at lower ages. The following table shows the load factors that are applied to the service retirement assumption for active members to obtain the service retirement pattern for separated vested members:

<b>Age</b>	<b>Load Factor</b>
50	450%
51	250%
52 through 56	200%
57 through 60	150%
61 through 64	125%
65 and above	100% (no change)

**Termination with Refund**

Rates vary by entry age and service for Miscellaneous Plans. Rates vary by service for Safety Plans. See sample rates in tables below.

**Public Agency Miscellaneous**

<b>Duration of Service</b>	<b>Entry Age 20</b>	<b>Entry Age 25</b>	<b>Entry Age 30</b>	<b>Entry Age 35</b>	<b>Entry Age 40</b>	<b>Entry Age 45</b>
0	0.1742	0.1674	0.1606	0.1537	0.1468	0.1400
1	0.1545	0.1477	0.1409	0.1339	0.1271	0.1203
2	0.1348	0.1280	0.1212	0.1142	0.1074	0.1006
3	0.1151	0.1083	0.1015	0.0945	0.0877	0.0809
4	0.0954	0.0886	0.0818	0.0748	0.0680	0.0612
5	0.0212	0.0193	0.0174	0.0155	0.0136	0.0116
10	0.0138	0.0121	0.0104	0.0088	0.0071	0.0055
15	0.0060	0.0051	0.0042	0.0032	0.0023	0.0014
20	0.0037	0.0029	0.0021	0.0013	0.0005	0.0001
25	0.0017	0.0011	0.0005	0.0001	0.0001	0.0001
30	0.0005	0.0001	0.0001	0.0001	0.0001	0.0001
35	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001

<b>Public Agency Safety</b>			
<u>Duration of Service</u>	<u>Fire</u>	<u>Police</u>	<u>County Peace Officer</u>
0	0.0710	0.1013	0.0997
1	0.0554	0.0636	0.0782
2	0.0398	0.0271	0.0566
3	0.0242	0.0258	0.0437
4	0.0218	0.0245	0.0414
5	0.0029	0.0086	0.0145
10	0.0009	0.0053	0.0089
15	0.0006	0.0027	0.0045
20	0.0005	0.0017	0.0020
25	0.0003	0.0012	0.0009
30	0.0003	0.0009	0.0006
35	0.0003	0.0009	0.0006

The Police Termination and Refund rates are also used for Public Agency Local Prosecutors, Other Safety, Local Sheriff and School Police.

<b>Schools</b>						
<u>Duration of Service</u>	<u>Entry Age 20</u>	<u>Entry Age 25</u>	<u>Entry Age 30</u>	<u>Entry Age 35</u>	<u>Entry Age 40</u>	<u>Entry Age 45</u>
0	0.1730	0.1627	0.1525	0.1422	0.1319	0.1217
1	0.1585	0.1482	0.1379	0.1277	0.1174	0.1071
2	0.1440	0.1336	0.1234	0.1131	0.1028	0.0926
3	0.1295	0.1192	0.1089	0.0987	0.0884	0.0781
4	0.1149	0.1046	0.0944	0.0841	0.0738	0.0636
5	0.0278	0.0249	0.0221	0.0192	0.0164	0.0135
10	0.0172	0.0147	0.0122	0.0098	0.0074	0.0049
15	0.0115	0.0094	0.0074	0.0053	0.0032	0.0011
20	0.0073	0.0055	0.0038	0.0020	0.0002	0.0002
25	0.0037	0.0023	0.0010	0.0002	0.0002	0.0002
30	0.0015	0.0003	0.0002	0.0002	0.0002	0.0002
35	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002

**Termination with Vested Benefits**

Rates vary by entry age and service for Miscellaneous Plans. Rates vary by service for Safety Plans. See sample rates in tables below.

<b>Public Agency Miscellaneous</b>					
<u>Duration of Service</u>	<u>Entry Age 20</u>	<u>Entry Age 25</u>	<u>Entry Age 30</u>	<u>Entry Age 35</u>	<u>Entry Age 40</u>
5	0.0656	0.0597	0.0537	0.0477	0.0418
10	0.0530	0.0466	0.0403	0.0339	0.0000
15	0.0443	0.0373	0.0305	0.0000	0.0000
20	0.0333	0.0261	0.0000	0.0000	0.0000
25	0.0212	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000



**Public Agency Safety**

Duration of Service	Fire	Police	County Peace Officer
5	0.0162	0.0163	0.0265
10	0.0061	0.0126	0.0204
15	0.0058	0.0082	0.0130
20	0.0053	0.0065	0.0074
25	0.0047	0.0058	0.0043
30	0.0045	0.0056	0.0030
35	0.0000	0.0000	0.0000

- When a member is eligible to retire, the termination with vested benefits probability is set to zero.
- After termination with vested benefits, a miscellaneous member is assumed to retire at age 59 and a safety member at age 54.
- The Police Termination with vested benefits rates are also used for Public Agency Local Prosecutors, Other Safety, Local Sheriff and School Police.

**Schools**

Duration of Service	Entry Age 20	Entry Age 25	Entry Age 30	Entry Age 35	Entry Age 40
5	0.0816	0.0733	0.0649	0.0566	0.0482
10	0.0629	0.0540	0.0450	0.0359	0.0000
15	0.0537	0.0440	0.0344	0.0000	0.0000
20	0.0420	0.0317	0.0000	0.0000	0.0000
25	0.0291	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000

**Non-Industrial (Not Job-Related) Disability**

Rates vary by age and gender for Miscellaneous Plans. Rates vary by age and category for Safety Plans.

Age	Miscellaneous		Fire	Police	County Peace Officer	Schools	
	Male	Female	Male and Female	Male and Female	Male and Female	Male	Female
20	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001
25	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001	0.0001
30	0.0002	0.0002	0.0001	0.0002	0.0001	0.0002	0.0001
35	0.0006	0.0009	0.0001	0.0003	0.0004	0.0006	0.0004
40	0.0015	0.0016	0.0001	0.0004	0.0007	0.0014	0.0009
45	0.0025	0.0024	0.0002	0.0005	0.0013	0.0028	0.0017
50	0.0033	0.0031	0.0005	0.0008	0.0018	0.0044	0.0030
55	0.0037	0.0031	0.0010	0.0013	0.0010	0.0049	0.0034
60	0.0038	0.0025	0.0015	0.0020	0.0006	0.0043	0.0024

- The Miscellaneous Non-Industrial Disability rates are used for Local Prosecutors.
- The Police Non-Industrial Disability rates are also used for Other Safety, Local Sheriff and School Police.

**Industrial (Job-Related) Disability**

Rates vary by age and category.

<u>Age</u>	<u>Fire</u>	<u>Police</u>	<u>County Peace Officer</u>
20	0.0002	0.0007	0.0003
25	0.0012	0.0032	0.0015
30	0.0025	0.0064	0.0031
35	0.0037	0.0097	0.0046
40	0.0049	0.0129	0.0063
45	0.0061	0.0161	0.0078
50	0.0074	0.0192	0.0101
55	0.0721	0.0668	0.0173
60	0.0721	0.0668	0.0173

- The Police Industrial Disability rates are also used for Local Sheriff and Other Safety.
- Fifty Percent of the Police Industrial Disability rates are used for School Police.
- One Percent of the Police Industrial Disability rates are used for Local Prosecutors.
- Normally, rates are zero for Miscellaneous Plans unless the agency has specifically contracted for Industrial Disability benefits. If so, each miscellaneous non-industrial disability rate will be split into two components: 50 percent will become the Non-Industrial Disability rate and 50 percent will become the Industrial Disability rate.

**Service Retirement**

Retirement rates vary by age, service, and formula, except for the safety ½ @ 55 and 2% @ 55 formulas, where retirement rates vary by age only.

**Service Retirement**

**Public Agency Miscellaneous 1.5% @ 65**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.008	0.011	0.013	0.015	0.017	0.019
51	0.007	0.010	0.012	0.013	0.015	0.017
52	0.010	0.014	0.017	0.019	0.021	0.024
53	0.008	0.012	0.015	0.017	0.019	0.022
54	0.012	0.016	0.019	0.022	0.025	0.028
55	0.018	0.025	0.031	0.035	0.038	0.043
56	0.015	0.021	0.025	0.029	0.032	0.036
57	0.020	0.028	0.033	0.038	0.043	0.048
58	0.024	0.033	0.040	0.046	0.052	0.058
59	0.028	0.039	0.048	0.054	0.060	0.067
60	0.049	0.069	0.083	0.094	0.105	0.118
61	0.062	0.087	0.106	0.120	0.133	0.150
62	0.104	0.146	0.177	0.200	0.223	0.251
63	0.099	0.139	0.169	0.191	0.213	0.239
64	0.097	0.136	0.165	0.186	0.209	0.233
65	0.140	0.197	0.240	0.271	0.302	0.339
66	0.092	0.130	0.157	0.177	0.198	0.222
67	0.129	0.181	0.220	0.249	0.277	0.311
68	0.092	0.129	0.156	0.177	0.197	0.221
69	0.092	0.130	0.158	0.178	0.199	0.224
70	0.103	0.144	0.175	0.198	0.221	0.248

**Public Agency Miscellaneous 2% @ 60**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.011	0.015	0.018	0.021	0.023	0.026
51	0.009	0.013	0.016	0.018	0.020	0.023
52	0.013	0.018	0.022	0.025	0.028	0.031
53	0.011	0.016	0.019	0.022	0.025	0.028
54	0.015	0.021	0.025	0.028	0.032	0.036
55	0.023	0.032	0.039	0.044	0.049	0.055
56	0.019	0.027	0.032	0.037	0.041	0.046
57	0.025	0.035	0.042	0.048	0.054	0.060
58	0.030	0.042	0.051	0.058	0.065	0.073
59	0.035	0.049	0.060	0.068	0.076	0.085
60	0.062	0.087	0.105	0.119	0.133	0.149
61	0.079	0.110	0.134	0.152	0.169	0.190
62	0.132	0.186	0.225	0.255	0.284	0.319
63	0.126	0.178	0.216	0.244	0.272	0.305
64	0.122	0.171	0.207	0.234	0.262	0.293
65	0.173	0.243	0.296	0.334	0.373	0.418
66	0.114	0.160	0.194	0.219	0.245	0.274
67	0.159	0.223	0.271	0.307	0.342	0.384
68	0.113	0.159	0.193	0.218	0.243	0.273
69	0.114	0.161	0.195	0.220	0.246	0.276
70	0.127	0.178	0.216	0.244	0.273	0.306

**Service Retirement**

**Public Agency Miscellaneous 2% @ 55**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.015	0.020	0.024	0.029	0.033	0.039
51	0.013	0.016	0.020	0.024	0.027	0.033
52	0.014	0.018	0.022	0.027	0.030	0.036
53	0.017	0.022	0.027	0.032	0.037	0.043
54	0.027	0.034	0.041	0.049	0.056	0.067
55	0.050	0.064	0.078	0.094	0.107	0.127
56	0.045	0.057	0.069	0.083	0.095	0.113
57	0.048	0.061	0.074	0.090	0.102	0.122
58	0.052	0.066	0.080	0.097	0.110	0.131
59	0.060	0.076	0.092	0.111	0.127	0.151
60	0.072	0.092	0.112	0.134	0.153	0.182
61	0.089	0.113	0.137	0.165	0.188	0.224
62	0.128	0.162	0.197	0.237	0.270	0.322
63	0.129	0.164	0.199	0.239	0.273	0.325
64	0.116	0.148	0.180	0.216	0.247	0.294
65	0.174	0.221	0.269	0.323	0.369	0.439
66	0.135	0.171	0.208	0.250	0.285	0.340
67	0.133	0.169	0.206	0.247	0.282	0.336
68	0.118	0.150	0.182	0.219	0.250	0.297
69	0.116	0.147	0.179	0.215	0.246	0.293
70	0.138	0.176	0.214	0.257	0.293	0.349

**Public Agency Miscellaneous 2.5% @ 55**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.026	0.033	0.040	0.048	0.055	0.062
51	0.021	0.026	0.032	0.038	0.043	0.049
52	0.021	0.026	0.032	0.038	0.043	0.049
53	0.026	0.033	0.040	0.048	0.055	0.062
54	0.043	0.054	0.066	0.078	0.089	0.101
55	0.088	0.112	0.136	0.160	0.184	0.208
56	0.055	0.070	0.085	0.100	0.115	0.130
57	0.061	0.077	0.094	0.110	0.127	0.143
58	0.072	0.091	0.111	0.130	0.150	0.169
59	0.083	0.105	0.128	0.150	0.173	0.195
60	0.088	0.112	0.136	0.160	0.184	0.208
61	0.083	0.105	0.128	0.150	0.173	0.195
62	0.121	0.154	0.187	0.220	0.253	0.286
63	0.105	0.133	0.162	0.190	0.219	0.247
64	0.105	0.133	0.162	0.190	0.219	0.247
65	0.143	0.182	0.221	0.260	0.299	0.338
66	0.105	0.133	0.162	0.190	0.219	0.247
67	0.105	0.133	0.162	0.190	0.219	0.247
68	0.105	0.133	0.162	0.190	0.219	0.247
69	0.105	0.133	0.162	0.190	0.219	0.247
70	0.125	0.160	0.194	0.228	0.262	0.296

**Service Retirement**

**Public Agency Miscellaneous 2.7% @ 55**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.028	0.035	0.043	0.050	0.058	0.065
51	0.022	0.028	0.034	0.040	0.046	0.052
52	0.022	0.028	0.034	0.040	0.046	0.052
53	0.028	0.035	0.043	0.050	0.058	0.065
54	0.044	0.056	0.068	0.080	0.092	0.104
55	0.091	0.116	0.140	0.165	0.190	0.215
56	0.061	0.077	0.094	0.110	0.127	0.143
57	0.063	0.081	0.098	0.115	0.132	0.150
58	0.074	0.095	0.115	0.135	0.155	0.176
59	0.083	0.105	0.128	0.150	0.173	0.195
60	0.088	0.112	0.136	0.160	0.184	0.208
61	0.085	0.109	0.132	0.155	0.178	0.202
62	0.124	0.158	0.191	0.225	0.259	0.293
63	0.107	0.137	0.166	0.195	0.224	0.254
64	0.107	0.137	0.166	0.195	0.224	0.254
65	0.146	0.186	0.225	0.265	0.305	0.345
66	0.107	0.137	0.166	0.195	0.224	0.254
67	0.107	0.137	0.166	0.195	0.224	0.254
68	0.107	0.137	0.166	0.195	0.224	0.254
69	0.107	0.137	0.166	0.195	0.224	0.254
70	0.129	0.164	0.199	0.234	0.269	0.304

**Public Agency Miscellaneous 3% @ 60**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.026	0.033	0.040	0.048	0.055	0.062
51	0.021	0.026	0.032	0.038	0.043	0.049
52	0.019	0.025	0.030	0.035	0.040	0.046
53	0.025	0.032	0.038	0.045	0.052	0.059
54	0.039	0.049	0.060	0.070	0.081	0.091
55	0.083	0.105	0.128	0.150	0.173	0.195
56	0.055	0.070	0.085	0.100	0.115	0.130
57	0.061	0.077	0.094	0.110	0.127	0.143
58	0.072	0.091	0.111	0.130	0.150	0.169
59	0.080	0.102	0.123	0.145	0.167	0.189
60	0.094	0.119	0.145	0.170	0.196	0.221
61	0.088	0.112	0.136	0.160	0.184	0.208
62	0.127	0.161	0.196	0.230	0.265	0.299
63	0.110	0.140	0.170	0.200	0.230	0.260
64	0.110	0.140	0.170	0.200	0.230	0.260
65	0.149	0.189	0.230	0.270	0.311	0.351
66	0.110	0.140	0.170	0.200	0.230	0.260
67	0.110	0.140	0.170	0.200	0.230	0.260
68	0.110	0.140	0.170	0.200	0.230	0.260
69	0.110	0.140	0.170	0.200	0.230	0.260
70	0.132	0.168	0.204	0.240	0.276	0.312

**Service Retirement**

**Public Agency Miscellaneous 2% @ 62**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
51	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
52	0.0103	0.0132	0.0160	0.0188	0.0216	0.0244
53	0.0131	0.0167	0.0202	0.0238	0.0273	0.0309
54	0.0213	0.0272	0.0330	0.0388	0.0446	0.0504
55	0.0440	0.0560	0.0680	0.0800	0.0920	0.1040
56	0.0303	0.0385	0.0468	0.0550	0.0633	0.0715
57	0.0363	0.0462	0.0561	0.0660	0.0759	0.0858
58	0.00465	0.0592	0.0718	0.0845	0.0972	0.1099
59	0.0578	0.0735	0.0893	0.1050	0.1208	0.1365
60	0.0616	0.0784	0.0952	0.1120	0.1288	0.1456
61	0.0888	0.0788	0.0956	0.1125	0.1294	0.1463
62	0.0941	0.1232	0.1496	0.1760	0.2024	0.2288
63	0.1287	0.1131	0.1373	0.1615	0.1857	0.2100
64	0.1045	0.1197	0.1454	0.1710	0.1967	0.2223
65	0.1045	0.1638	0.1989	0.2340	0.2691	0.3042
66	0.1045	0.1330	0.1615	0.1900	0.2185	0.2470
67	0.1045	0.1330	0.1615	0.1900	0.2185	0.2470
68	0.1045	0.1330	0.1615	0.1900	0.2185	0.2470
69	0.1045	0.1330	0.1615	0.1900	0.2185	0.2470
70	0.1254	0.1596	0.1938	0.2280	0.2622	0.9640

**Service Retirement**

**Public Agency Fire ½ @ 55 and 2% @ 55**

Age	Rate	Age	Rate
50	0.01588	56	0.11079
51	0.00000	57	0.00000
52	0.03442	58	0.09499
53	0.01990	59	0.04409
54	0.04132	60	1.00000
55	0.07513		

**Public Agency Police ½ @ 55 and 2% @ 55**

Age	Rate	Age	Rate
50	0.02552	56	0.06921
51	0.00000	57	0.05113
52	0.01637	58	0.07241
53	0.02717	59	0.07043
54	0.00949	60	1.00000
55	0.16674		

**Service Retirement**

<b>Public Agency Police 2% @ 50</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.014	0.014	0.014	0.014	0.025	0.045
51	0.012	0.012	0.012	0.012	0.023	0.040
52	0.026	0.026	0.026	0.026	0.048	0.086
53	0.052	0.052	0.052	0.052	0.096	0.171
54	0.070	0.070	0.070	0.070	0.128	0.227
55	0.090	0.090	0.090	0.090	0.165	0.293
56	0.064	0.064	0.064	0.064	0.117	0.208
57	0.071	0.071	0.071	0.071	0.130	0.232
58	0.063	0.063	0.063	0.063	0.115	0.205
59	0.140	0.140	0.140	0.140	0.174	0.254
60	0.140	0.140	0.140	0.140	0.172	0.251
61	0.140	0.140	0.140	0.140	0.172	0.251
62	0.140	0.140	0.140	0.140	0.172	0.251
63	0.140	0.140	0.140	0.140	0.172	0.251
64	0.140	0.140	0.140	0.140	0.172	0.251
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to Local Prosecutors, Local Sheriff, School Police and Other Safety.

**Service Retirement**

<b>Public Agency Fire 2% @ 50</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.007	0.007	0.007	0.007	0.010	0.015
51	0.008	0.008	0.008	0.008	0.013	0.019
52	0.017	0.017	0.017	0.017	0.027	0.040
53	0.047	0.047	0.047	0.047	0.072	0.107
54	0.064	0.064	0.064	0.064	0.098	0.147
55	0.087	0.087	0.087	0.087	0.134	0.200
56	0.078	0.078	0.078	0.078	0.120	0.180
57	0.090	0.090	0.090	0.090	0.139	0.208
58	0.079	0.079	0.079	0.079	0.122	0.182
59	0.073	0.073	0.073	0.073	0.112	0.168
60	0.114	0.114	0.114	0.114	0.175	0.262
61	0.114	0.114	0.114	0.114	0.175	0.262
62	0.114	0.114	0.114	0.114	0.175	0.262
63	0.114	0.114	0.114	0.114	0.175	0.262
64	0.114	0.114	0.114	0.114	0.175	0.262
65	1.000	1.000	1.000	1.000	1.000	1.000

**Service Retirement**

<b>Public Agency Police 3% @ 55</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.019	0.019	0.019	0.019	0.040	0.060
51	0.024	0.024	0.024	0.024	0.049	0.074
52	0.024	0.024	0.024	0.024	0.051	0.077
53	0.059	0.059	0.059	0.059	0.121	0.183
54	0.069	0.069	0.069	0.069	0.142	0.215
55	0.116	0.116	0.116	0.116	0.240	0.363
56	0.076	0.076	0.076	0.076	0.156	0.236
57	0.058	0.058	0.058	0.058	0.120	0.181
58	0.076	0.076	0.076	0.076	0.157	0.237
59	0.094	0.094	0.094	0.094	0.193	0.292
60	0.141	0.141	0.141	0.141	0.290	0.438
61	0.094	0.094	0.094	0.094	0.193	0.292
62	0.118	0.118	0.118	0.118	0.241	0.365
63	0.094	0.094	0.094	0.094	0.193	0.292
64	0.094	0.094	0.094	0.094	0.193	0.292
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to Local Prosecutors, Local Sheriff, School Police and Other Safety.

**Service Retirement**

<b>Public Agency Fire 3% @ 55</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.012	0.012	0.012	0.018	0.028	0.033
51	0.008	0.008	0.008	0.012	0.019	0.022
52	0.018	0.018	0.018	0.027	0.042	0.050
53	0.043	0.043	0.043	0.062	0.098	0.114
54	0.057	0.057	0.057	0.083	0.131	0.152
55	0.092	0.092	0.092	0.134	0.211	0.246
56	0.081	0.081	0.081	0.118	0.187	0.218
57	0.100	0.100	0.100	0.146	0.230	0.268
58	0.081	0.081	0.081	0.119	0.187	0.219
59	0.078	0.078	0.078	0.113	0.178	0.208
60	0.117	0.117	0.117	0.170	0.267	0.312
61	0.078	0.078	0.078	0.113	0.178	0.208
62	0.098	0.098	0.098	0.141	0.223	0.260
63	0.078	0.078	0.078	0.113	0.178	0.208
64	0.078	0.078	0.078	0.113	0.178	0.208
65	1.000	1.000	1.000	1.000	1.000	1.000



**Service Retirement**

<b>Public Agency Police 2% @ 57</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.0110	0.0110	0.0110	0.0110	0.0202	0.0361
51	0.0086	0.0086	0.0086	0.0086	0.0158	0.0281
52	0.0183	0.0183	0.0183	0.0183	0.0336	0.0599
53	0.0366	0.0366	0.0366	0.0366	0.0670	0.1194
54	0.0488	0.0488	0.0488	0.0488	0.0893	0.1592
55	0.0629	0.0629	0.0629	0.0629	0.1152	0.2052
56	0.0447	0.0447	0.0447	0.0447	0.0816	0.1455
57	0.0640	0.0640	0.0640	0.0640	0.1170	0.2086
58	0.0471	0.0471	0.0471	0.0471	0.0862	0.1537
59	0.1047	0.1047	0.1047	0.1047	0.1301	0.1908
60	0.1047	0.1047	0.1047	0.1047	0.1289	0.1880
61	0.1047	0.1047	0.1047	0.1047	0.1289	0.1880
62	0.1047	0.1047	0.1047	0.1047	0.1289	0.1880
63	0.1047	0.1047	0.1047	0.1047	0.1289	0.1880
64	0.1047	0.1047	0.1047	0.1047	0.1289	0.1880
65	1.0000	1.0000	1.0000	1.0000	1.0000	1.000

- These rates also apply to Local Prosecutors, Local Sheriff, School Police and Other Safety.

**Service Retirement**

<b>Public Agency Fire 2% @ 57</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.0052	0.0052	0.0052	0.0052	0.0081	0.0121
51	0.0057	0.0057	0.0057	0.0057	0.0088	0.0131
52	0.0121	0.0121	0.0121	0.0121	0.0187	0.0280
53	0.0326	0.0326	0.0326	0.0326	0.0501	0.0750
54	0.0447	0.0447	0.0447	0.0447	0.0688	0.1030
55	0.0608	0.0608	0.0608	0.0608	0.0935	0.1400
56	0.0545	0.0545	0.0545	0.0545	0.0840	0.1257
57	0.0811	0.0811	0.0811	0.0811	0.01248	0.1869
58	0.0593	0.0593	0.0593	0.0593	0.0913	0.1366
59	0.0547	0.0547	0.0547	0.0547	0.0842	0.1261
60	0.0851	0.0851	0.0851	0.0851	0.1310	0.1961
61	0.0852	0.0852	0.0852	0.0852	0.1312	0.1964
62	0.0852	0.0852	0.0852	0.0852	0.1312	0.1964
63	0.0852	0.0852	0.0852	0.0852	0.1312	0.1964
64	0.0852	0.0852	0.0852	0.0852	0.1312	0.1964
65	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

**Service Retirement**

<b>Public Agency Police 2.5% @ 57</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.0138	0.0138	0.0138	0.0138	0.0253	0.0451
51	0.0117	0.0117	0.0117	0.0117	0.0215	0.0382
52	0.0249	0.0249	0.0249	0.0249	0.0456	0.0812
53	0.0471	0.0471	0.0471	0.0471	0.0861	0.1535
54	0.0627	0.0627	0.0627	0.0627	0.1148	0.2047
55	0.0764	0.0764	0.0764	0.0764	0.1398	0.2492
56	0.0542	0.0542	0.0542	0.0542	0.0991	0.1767
57	0.0711	0.0711	0.0711	0.0711	0.1300	0.2318
58	0.0565	0.0565	0.0565	0.0565	0.1034	0.1844
59	0.1256	0.1256	0.1256	0.1256	0.1562	0.2290
60	0.1256	0.1256	0.1256	0.1256	0.1547	0.2255
61	0.1256	0.1256	0.1256	0.1256	0.1547	0.2255
62	0.1256	0.1256	0.1256	0.1256	0.1547	0.2255
63	0.1256	0.1256	0.1256	0.1256	0.1547	0.2255
64	0.1256	0.1256	0.1256	0.1256	0.1547	0.2255
65	1.0000	1.0000	1.0000	1.0000	1.0000	1.000

- These rates also apply to Local Prosecutors, Local Sheriff, School Police and Other Safety.

**Service Retirement**

<b>Public Agency Fire 2.5% @ 57</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.0065	0.0065	0.0065	0.0065	0.0101	0.0151
51	0.0077	0.0077	0.0077	0.0077	0.0119	0.0178
52	0.0164	0.0164	0.0164	0.0164	0.0254	0.0380
53	0.0419	0.0419	0.0419	0.0419	0.0644	0.0965
54	0.0574	0.0574	0.0574	0.0574	0.0885	0.1324
55	0.0738	0.0738	0.0738	0.0738	0.1136	0.1700
56	0.0662	0.0662	0.0662	0.0662	0.1020	0.2077
57	0.0901	0.0901	0.0901	0.0901	0.1387	0.1639
58	0.0711	0.0711	0.0711	0.0711	0.1095	0.1513
59	0.0656	0.0656	0.0656	0.0656	0.1011	0.2354
60	0.1022	0.1022	0.1022	0.1022	0.1572	0.2356
61	0.1022	0.1022	0.1022	0.1022	0.1574	0.2356
62	0.1022	0.1022	0.1022	0.1022	0.1574	0.2356
63	0.1022	0.1022	0.1022	0.1022	0.1574	0.2356
64	0.1022	0.1022	0.1022	0.1022	0.1574	0.2356
65	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

**Service Retirement**

**Public Agency Police 2.7% @ 57**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.0138	0.0138	0.0138	0.0138	0.0253	0.0451
51	0.0123	0.0123	0.0123	0.0123	0.0226	0.0402
52	0.0249	0.0249	0.0249	0.0249	0.0456	0.0812
53	0.0497	0.0497	0.0497	0.0497	0.0909	0.1621
54	0.0662	0.0662	0.0662	0.0662	0.1211	0.2160
55	0.0854	0.0854	0.0854	0.0854	0.1563	0.2785
56	0.0606	0.0606	0.0606	0.0606	0.1108	0.1975
57	0.0711	0.0711	0.0711	0.0711	0.1300	0.2318
58	0.0628	0.0628	0.0628	0.0628	0.1149	0.2049
59	0.1396	0.1396	0.1396	0.1396	0.1735	0.2544
60	0.1396	0.1396	0.1396	0.1396	0.1719	0.2506
61	0.1396	0.1396	0.1396	0.1396	0.1719	0.2506
62	0.1396	0.1396	0.1396	0.1396	0.1719	0.2506
63	0.1396	0.1396	0.1396	0.1396	0.1719	0.2506
64	0.1396	0.1396	0.1396	0.1396	0.1719	0.2506
65	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

- These rates also apply to Local Prosecutors, Local Sheriff, School Police and Other Safety.

**Service Retirement**

**Public Agency Fire 2.7% @ 57**

Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.0065	0.0065	0.0065	0.0065	0.0101	0.0151
51	0.0081	0.0081	0.0081	0.0081	0.0125	0.0187
52	0.0164	0.0164	0.0164	0.0164	0.0254	0.0380
53	0.0442	0.0442	0.0442	0.0442	0.0680	0.1018
54	0.0606	0.0606	0.0606	0.0606	0.0934	0.1397
55	0.0825	0.0825	0.0825	0.0825	0.1269	0.1900
56	0.0740	0.0740	0.0740	0.0740	0.1140	0.1706
57	0.0901	0.0901	0.0901	0.0901	0.1387	0.2077
58	0.0790	0.0790	0.0790	0.0790	0.1217	0.1821
59	0.0729	0.0729	0.0729	0.0729	0.1123	0.1681
60	0.1135	0.1135	0.1135	0.1135	0.1747	0.2615
61	0.1136	0.1136	0.1136	0.1136	0.1749	0.2618
62	0.1136	0.1136	0.1136	0.1136	0.1749	0.2618
63	0.1136	0.1136	0.1136	0.1136	0.1749	0.2618
64	0.1136	0.1136	0.1136	0.1136	0.1749	0.2618
65	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

**Service Retirement**

<b>Schools 2% @ 55</b>						
Age	Duration of Service					
	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.005	0.009	0.013	0.015	0.016	0.018
51	0.005	0.010	0.014	0.017	0.019	0.021
52	0.006	0.012	0.017	0.020	0.022	0.025
53	0.007	0.014	0.019	0.023	0.026	0.029
54	0.012	0.024	0.033	0.039	0.044	0.049
55	0.024	0.048	0.067	0.079	0.088	0.099
56	0.020	0.039	0.055	0.065	0.072	0.081
57	0.021	0.042	0.059	0.070	0.078	0.087
58	0.025	0.050	0.070	0.083	0.092	0.103
59	0.029	0.057	0.080	0.095	0.105	0.118
60	0.037	0.073	0.102	0.121	0.134	0.150
61	0.046	0.090	0.126	0.149	0.166	0.186
62	0.076	0.151	0.212	0.250	0.278	0.311
63	0.069	0.136	0.191	0.225	0.251	0.281
64	0.067	0.133	0.185	0.219	0.244	0.273
65	0.091	0.180	0.251	0.297	0.331	0.370
66	0.072	0.143	0.200	0.237	0.264	0.295
67	0.067	0.132	0.185	0.218	0.243	0.272
68	0.060	0.118	0.165	0.195	0.217	0.243
69	0.067	0.133	0.187	0.220	0.246	0.275
70	0.066	0.131	0.183	0.216	0.241	0.270

**Miscellaneous**

**Superfunded Status**

Prior to enactment of the Public Employees’ Pension Reform Act (PEPRA) that became effective January 1, 2013, a plan in superfunded status (actuarial value of assets exceeding present value of benefits) would normally pay a zero employer contribution rate while also being permitted to use its superfunded assets to pay its employees’ normal member contributions.

However, Section 7522.52(a) of PEPRA states, “In any fiscal year a public employer’s contribution to a defined benefit plan, in combination with employee contributions to that defined benefit plan, shall not be less than the total normal cost rate...” This means that not only must employers pay their employer normal cost regardless of plan surplus, but also, employers may no longer use superfunded assets to pay employee normal member contributions.

**Internal Revenue Code Section 415**

The limitations on benefits imposed by Internal Revenue Code Section 415 are taken into account in this valuation. Each year the impact of any changes in this limitation since the prior valuation is included and amortized as part of the actuarial gain or loss base. This results in lower contributions for those employers contributing to the Replacement Benefit Fund and protects CalPERS from prefunding expected benefits in excess of limits imposed by federal tax law.

**Internal Revenue Code Section 401(a)(17)**

The limitations on compensation imposed by Internal Revenue Code Section 401(a)(17) are taken into account in this valuation. Each year, the impact of any changes in the compensation limitation since the prior valuation is included and amortized as part of the actuarial gain or loss base.

**PEPRA Assumptions**

The Public Employees' Pension Reform Act of 2013 (PEPRA) mandated new benefit formulas and new member contributions for new members (as defined by PEPRA) hired after January 1, 2013. For non-pooled plans, these new members will first be reflected in the June 30, 2013 non-pooled plan valuations. New members in pooled plans will first be reflected in the new Miscellaneous and Safety risk pools created by the CalPERS Board in November 2012 in response to the passage of PEPRA, also beginning with the June 30, 2013 valuation. Different assumptions for these new PEPRA members are disclosed above.

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**APPENDIX B**

**PRINCIPAL PLAN PROVISIONS**

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## APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS

The following is a description of the principal plan provisions used in calculating costs and liabilities. We have indicated whether a plan provision is standard or optional. Standard benefits are applicable to all members while optional benefits vary among employers. Optional benefits that apply to a single period of time, such as Golden Handshakes, have not been included. Many of the statements in this summary are general in nature, and are intended to provide an easily understood summary of the complex Public Employees' Retirement Law. The law itself governs in all situations.

### PEPRA Benefit Changes

The Public Employees' Pension Reform Act of 2013 (PEPRA) requires new benefits and member contributions for new members as defined by PEPRA, that are hired after January 1, 2013. These PEPRA members are reflected in your June 30, 2013 actuarial valuation. Members in pooled plans are reflected in the new Miscellaneous and Safety risk pools created by the CalPERS Board in November 2012 in response to the passage of PEPRA, beginning with the June 30, 2013 valuation.

### Service Retirement

#### Eligibility

A classic CalPERS member or PEPRA Safety member becomes eligible for Service Retirement upon attainment of age 50 with at least 5 years of credited service (total service across all CalPERS employers, and with certain other Retirement Systems with which CalPERS has reciprocity agreements). For employees hired into a plan with the 1.5% at 65 formula, eligibility for service retirement is age 55 with at least 5 years of service. PEPRA miscellaneous members become eligible for Service Retirement upon attainment of age 52 with at least 5 years of service.

#### Benefit

The Service Retirement benefit is a monthly allowance equal to the product of the *benefit factor*, *years of service*, and *final compensation*.

- The *benefit factor* depends on the benefit formula specified in your agency's contract. The table below shows the factors for each of the available formulas. Factors vary by the member's age at retirement. Listed are the factors for retirement at whole year ages:

#### Miscellaneous Plan Formulas

Retirement Age	1.5% at 65	2% at 60	2% at 55	2.5% at 55	2.7% at 55	3% at 60	PEPRA 2% at 62
50	0.5000%	1.092%	1.426%	2.000%	2.000%	2.000%	N/A
51	0.5667%	1.156%	1.522%	2.100%	2.140%	2.100%	N/A
52	0.6334%	1.224%	1.628%	2.200%	2.280%	2.200%	1.000%
53	0.7000%	1.296%	1.742%	2.300%	2.420%	2.300%	1.100%
54	0.7667%	1.376%	1.866%	2.400%	2.560%	2.400%	1.200%
55	0.8334%	1.460%	2.000%	2.500%	2.700%	2.500%	1.300%
56	0.9000%	1.552%	2.052%	2.500%	2.700%	2.600%	1.400%
57	0.9667%	1.650%	2.104%	2.500%	2.700%	2.700%	1.500%
58	1.0334%	1.758%	2.156%	2.500%	2.700%	2.800%	1.600%
59	1.1000%	1.874%	2.210%	2.500%	2.700%	2.900%	1.700%
60	1.1667%	2.000%	2.262%	2.500%	2.700%	3.000%	1.800%
61	1.2334%	2.134%	2.314%	2.500%	2.700%	3.000%	1.900%
62	1.3000%	2.272%	2.366%	2.500%	2.700%	3.000%	2.000%
63	1.3667%	2.418%	2.418%	2.500%	2.700%	3.000%	2.100%

## APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS

64	1.4334%	2.418%	2.418%	2.500%	2.700%	3.000%	2.200%
65	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.300%
66	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.400%
67 & up	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.500%

### Safety Plan Formulas

Retirement Age	½ at 55 *	2% at 55	2% at 50	3% at 55	3% at 50
50	1.783%	1.426%	2.000%	2.400%	3.000%
51	1.903%	1.522%	2.140%	2.520%	3.000%
52	2.035%	1.628%	2.280%	2.640%	3.000%
53	2.178%	1.742%	2.420%	2.760%	3.000%
54	2.333%	1.866%	2.560%	2.880%	3.000%
55 & Up	2.500%	2.000%	2.700%	3.000%	3.000%

\* For this formula, the benefit factor also varies by entry age. The factors shown are for members with an entry age of 35 or greater. If entry age is less than 35, then the age 55 benefit factor is 50 percent divided by the difference between age 55 and entry age. The benefit factor for ages prior to age 55 is the same proportion of the age 55 benefit factor as in the above table.

### PEPRA Safety Plan Formulas

Retirement Age	2% at 57	2.5% at 57	2.7% at 57
50	1.426%	2.000%	2.000%
51	1.508%	2.071%	2.100%
52	1.590%	2.143%	2.200%
53	1.672%	2.214%	2.300%
54	1.754%	2.286%	2.400%
55	1.836%	2.357%	2.500%
56	1.918%	2.429%	2.600%
57 & Up	2.000%	2.500%	2.700%

- The *years of service* is the amount credited by CalPERS to a member while he or she is employed in this group (or for other periods that are recognized under the employer's contract with CalPERS). For a member who has earned service with multiple CalPERS employers, the benefit from each employer is calculated separately according to each employer's contract, and then added together for the total allowance. An agency may contract for an optional benefit where any unused sick leave accumulated at the time of retirement will be converted to credited service at a rate of 0.004 years of service for each day of sick leave.
- The *final compensation* is the monthly average of the member's highest 36 or 12 consecutive months' full-time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The standard benefit is 36 months. Employers have the option of providing a final compensation equal to the highest 12 consecutive months. Final compensation must be defined by the highest 36 consecutive months' pay under the 1.5% at 65 formula. PEPRA members have a cap on the annual salary that can be used to calculate final compensation for all new members on the Social Security Contribution and Benefit Base. For employees that participate in Social Security this cap is \$113,700 for 2013 and for those employees that do not participate in social security the cap for 2013 is \$136,440, the equivalent of 120 percent of the 2013 Contribution and Benefit Base. Adjustments to the caps are permitted annually based on changes to the CPI for All Urban Consumers.

## APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS

- Employees must be covered by Social Security with the 1.5% at 65 formula. Social Security is optional for all other benefit formulas. For employees covered by Social Security, the Modified formula is the standard benefit. Under this type of formula, the final compensation is offset by \$133.33 (or by one third if the final compensation is less than \$400). Employers may contract for the Full benefit with Social Security that will eliminate the offset applicable to the final compensation. For employees not covered by Social Security, the Full benefit is paid with no offsets. Auxiliary organizations of the CSUC system may elect reduced contribution rates, in which case the offset is \$317 if members are not covered by Social Security or \$513 if members are covered by Social Security.
- The Miscellaneous Service Retirement benefit is not capped. The Safety Service Retirement benefit is capped at 90 percent of final compensation.

### Vested Deferred Retirement

#### Eligibility for Deferred Status

A CalPERS member becomes eligible for a deferred vested retirement benefit when he or she leaves employment, keeps his or her contribution account balance on deposit with CalPERS, **and** has earned at least 5 years of credited service (total service across all CalPERS employers, and with certain other Retirement Systems with which CalPERS has reciprocity agreements).

#### Eligibility to Start Receiving Benefits

The CalPERS classic members and Safety PEPRA members become eligible to receive the deferred retirement benefit upon satisfying the eligibility requirements for Deferred Status and upon attainment of age 50 (55 for employees hired into a 1.5% @ 65 plan). PEPRA Miscellaneous members become eligible to receive the deferred retirement benefit upon satisfying the eligibility requirements for Deferred Status and upon attainment of age 52.

#### Benefit

The vested deferred retirement benefit is the same as the Service Retirement benefit, where the benefit factor is based on the member's age at allowance commencement. For members who have earned service with multiple CalPERS employers, the benefit from each employer is calculated separately according to each employer's contract, and then added together for the total allowance.

### Non-Industrial (Non-Job Related) Disability Retirement

#### Eligibility

A CalPERS member is eligible for Non-Industrial Disability Retirement if he or she becomes *disabled* and has at least 5 years of credited service (total service across all CalPERS employers, and with certain other Retirement Systems with which CalPERS has reciprocity agreements). There is no special age requirement. *Disabled* means the member is unable to perform his or her job because of an illness or injury, which is expected to be permanent or to last indefinitely. The illness or injury does not have to be job related. A CalPERS member must be actively employed by any CalPERS employer at the time of disability in order to be eligible for this benefit.

#### Standard Benefit

The standard Non-Industrial Disability Retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by *service*, which is determined as follows:

- *Service* is CalPERS credited service, for members with less than 10 years of service or greater than 18.518 years of service; or
- *Service* is CalPERS credited service plus the additional number of years that the member would have worked until age 60, for members with at least 10 years but not more than 18.518 years of service. The maximum benefit in this case is 33 1/3 percent of Final Compensation.

#### Improved Benefit

## **APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS**

Employers have the option of providing the improved Non-Industrial Disability Retirement benefit. This benefit provides a monthly allowance equal to 30 percent of final compensation for the first 5 years of service, plus 1 percent for each additional year of service to a maximum of 50 percent of final compensation.

Members who are eligible for a larger service retirement benefit may choose to receive that benefit in lieu of a disability benefit. Members eligible to retire, and who have attained the normal retirement age determined by their service retirement benefit formula, will receive the same dollar amount for disability retirement as that payable for service retirement. For members who have earned service with multiple CalPERS employers, the benefit attributed to each employer is the total disability allowance multiplied by the ratio of service with a particular employer to the total CalPERS service.

### **Industrial (Job Related) Disability Retirement**

All safety members have this benefit. For miscellaneous members, employers have the option of providing this benefit. An employer may choose to provide the Increased benefit option or the Improved benefit option.

#### **Eligibility**

An employee is eligible for Industrial Disability Retirement if he or she becomes disabled while working, where disabled means the member is unable to perform the duties of the job because of a work-related illness or injury, which is, expected to be permanent or to last indefinitely. A CalPERS member who has left active employment within this group is not eligible for this benefit, except to the extent described below.

#### **Standard Benefit**

The standard Industrial Disability Retirement benefit is a monthly allowance equal to 50 percent of final compensation.

#### **Increased Benefit (75 percent of Final Compensation)**

The increased Industrial Disability Retirement benefit is a monthly allowance equal to 75 percent final compensation for total disability.

#### **Improved Benefit (50 percent to 90 percent of Final Compensation)**

The improved Industrial Disability Retirement benefit is a monthly allowance equal to the Workman's Compensation Appeals Board permanent disability rate percentage (if 50 percent or greater, with a maximum of 90 percent) times the final compensation.

For a CalPERS member not actively employed in this group who became disabled while employed by some other CalPERS employer, the benefit is a return of accumulated member contributions with respect to employment in this group. With the standard or increased benefit, a member may also choose to receive the annuitization of the accumulated member contributions.

If a member is eligible for Service Retirement and if the Service Retirement benefit is more than the Industrial Disability Retirement benefit, the member may choose to receive the larger benefit.

### **Post-Retirement Death Benefit**

#### **Standard Lump Sum Payment**

Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

#### **Improved Lump Sum Payment**

Employers have the option of providing an improved lump sum death benefit of \$600, \$2,000, \$3,000, \$4,000 or \$5,000.

### **Form of Payment for Retirement Allowance**

## **APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS**

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### **Standard Form of Payment**

Generally, the retirement allowance is paid to the retiree in the form of an annuity for as long as he or she is alive. The retiree may choose to provide for a portion of his or her allowance to be paid to any designated beneficiary after the retiree's death. CalPERS provides for a variety of such benefit options, which the retiree pays for by taking a reduction in his or her retirement allowance. Such reduction takes into account the amount to be provided to the beneficiary and the probable duration of payments (based on the ages of the member and beneficiary) made subsequent to the member's death.

### **Improved Form of Payment (Post Retirement Survivor Allowance)**

Employers have the option to contract for the post retirement survivor allowance.

For retirement allowances with respect to service subject to the modified formula, 25 percent of the retirement allowance will automatically be continued to certain statutory beneficiaries upon the death of the retiree, without a reduction in the retiree's allowance. For retirement allowances with respect to service subject to the full or supplemental formula, 50 percent of the retirement allowance will automatically be continued to certain statutory beneficiaries upon the death of the retiree, without a reduction in the retiree's allowance. This additional benefit is often referred to as post retirement survivor allowance (PRSA) or simply as survivor continuance.

In other words, 25 percent or 50 percent of the allowance, the continuance portion, is paid to the retiree for as long as he or she is alive, and that same amount is continued to the retiree's spouse (or if no eligible spouse, to unmarried children until they attain age 18; or, if no eligible children, to a qualifying dependent parent) for the rest of his or her lifetime. This benefit will not be discontinued in the event the spouse remarries.

The remaining 75 percent or 50 percent of the retirement allowance, which may be referred to as the option portion of the benefit, is paid to the retiree as an annuity for as long as he or she is alive. Or, the retiree may choose to provide for some of this option portion to be paid to any designated beneficiary after the retiree's death. Benefit options applicable to the option portion are the same as those offered with the standard form. The reduction is calculated in the same manner but is applied only to the option portion.

## **Pre-Retirement Death Benefits**

### **Basic Death Benefit**

This is a standard benefit.

#### **Eligibility**

An employee's beneficiary (or estate) may receive the Basic Death benefit if the member dies while actively employed. A CalPERS member must be actively employed with the CalPERS employer providing this benefit to be eligible for this benefit. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this Basic Death benefit.

#### **Benefit**

The Basic Death Benefit is a lump sum in the amount of the member's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

### **1957 Survivor Benefit**

This is a standard benefit.

#### **Eligibility**

An employee's *eligible survivor(s)* may receive the 1957 Survivor benefit if the member dies while actively employed, has attained at least age 50 for Classic and Safety PEPRA members and age 52 for Miscellaneous PEPRA members, and has at least 5 years of credited service (total service across all CalPERS employers and with certain other

## APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS

Retirement Systems with which CalPERS has reciprocity agreements). A CalPERS member must be actively employed with the CalPERS employer providing this benefit to be eligible for this benefit. An eligible survivor means the surviving spouse to whom the member was married at least one year before death or, if there is no eligible spouse, to the member's unmarried children under age 18. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this 1957 Survivor benefit.

### **Benefit**

The 1957 Survivor benefit is a monthly allowance equal to one-half of the unmodified Service Retirement benefit that the member would have been entitled to receive if the member had retired on the date of his or her death. If the benefit is payable to the spouse, the benefit is discontinued upon the death of the spouse. If the benefit is payable to a dependent child, the benefit will be discontinued upon death or attainment of age 18, unless the child is disabled. The total amount paid will be at least equal to the Basic Death benefit.

## **Optional Settlement 2W Death Benefit**

This is an optional benefit.

### **Eligibility**

An employee's *eligible survivor* may receive the Optional Settlement 2W Death benefit if the member dies while actively employed, has attained at least age 50 for Classic and Safety PEPRA members and age 52 for Miscellaneous PEPRA members, and has at least 5 years of credited service (total service across all CalPERS employers and with certain other Retirement Systems with which CalPERS has reciprocity agreements). A CalPERS member who is no longer actively employed with **any** CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married at least one year before death. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this Optional Settlement 2W Death benefit.

### **Benefit**

The Optional Settlement 2W Death benefit is a monthly allowance equal to the Service Retirement benefit that the member would have received had the member retired on the date of his or her death and elected Optional Settlement 2W. (A retiree who elects Optional Settlement 2W receives an allowance that has been reduced so that it will continue to be paid after his or her death to a surviving beneficiary.) The allowance is payable as long as the surviving spouse lives, at which time it is continued to any unmarried children under age 18, if applicable. The total amount paid will be at least equal to the Basic Death Benefit.

## **Special Death Benefit**

This is a standard benefit for safety members. An employer may elect to provide this benefit for miscellaneous members.

### **Eligibility**

An employee's *eligible survivor(s)* may receive the Special Death benefit if the member dies while actively employed and the death is job-related. A CalPERS member who is no longer actively employed with **any** CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married prior to the onset of the injury or illness that resulted in death. If there is no eligible spouse, an eligible survivor means the member's unmarried children under age 22. An eligible survivor who chooses to receive this benefit will not receive any other death benefit.

### **Benefit**

The Special Death benefit is a monthly allowance equal to 50 percent of final compensation, and will be increased whenever the compensation paid to active employees is increased but ceasing to increase when the member would have attained age 50. The allowance is payable to the surviving spouse until death at which time the allowance is continued to any unmarried children under age 22. There is a guarantee that the total amount paid will at least equal the Basic Death Benefit.

## APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS

If the member's death is the result of an accident or injury caused by external violence or physical force incurred in the performance of the member's duty, and there are *eligible* surviving children (*eligible* means unmarried children under age 22) in addition to an eligible spouse, then an **additional monthly allowance** is paid equal to the following:

1.	if 1 eligible child:	12.5 percent of final compensation
2.	if 2 eligible children:	20.0 percent of final compensation
3.	if 3 or more eligible children:	25.0 percent of final compensation

### Alternate Death Benefit for Local Fire Members

This is an optional benefit available only to local fire members.

#### Eligibility

An employee's *eligible survivor(s)* may receive the Alternate Death benefit in lieu of the Basic Death Benefit or the 1957 Survivor Benefit if the member dies while actively employed and has at least 20 years of total CalPERS service. A CalPERS member who is no longer actively employed with **any** CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married prior to the onset of the injury or illness that resulted in death. If there is no eligible spouse, an eligible survivor means the member's unmarried children under age 18.

#### Benefit

The Alternate Death benefit is a monthly allowance equal to the Service Retirement benefit that the member would have received had the member retired on the date of his or her death and elected Optional Settlement 2W. (A retiree who elects Optional Settlement 2W receives an allowance that has been reduced so that it will continue to be paid after his or her death to a surviving beneficiary.) If the member has not yet attained age 50, the benefit is equal to that which would be payable if the member had retired at age 50, based on service credited at the time of death. The allowance is payable as long as the surviving spouse lives, at which time it is continued to any unmarried children under age 18, if applicable. The total amount paid will be at least equal to the Basic Death Benefit.

### Cost-of-Living Adjustments (COLA)

#### Standard Benefit

Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2 percent.

#### Improved Benefit

Employers have the option of providing any of these improved cost-of-living adjustments by contracting for any one of these Class 1 optional benefits. An improved COLA is not available in conjunction with the 1.5% at 65 formula.

Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by either 3 percent, 4 percent or 5 percent. However, the cumulative adjustment may not be greater than the cumulative change in the Consumer Price Index since the date of retirement.

### Purchasing Power Protection Allowance (PPPA)

Retirement and survivor allowances are protected against inflation by PPPA. PPPA benefits are cost-of-living adjustments that are intended to maintain an individual's allowance at 80 percent of the initial allowance at retirement adjusted for inflation since retirement. The PPPA benefit will be coordinated with other cost-of-living adjustments provided under the plan.

### Employee Contributions

## APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS

Each employee contributes toward his or her retirement based upon the retirement formula. The standard employee contribution is as described below.

The percent contributed below the monthly compensation breakpoint is 0 percent.

The monthly compensation breakpoint is \$0 for full and supplemental formula members and \$133.33 for employees covered by the modified formula.

The percent contributed above the monthly compensation breakpoint depends upon the benefit formula, as shown in the table below.

<u>Benefit Formula</u>	<u>Percent Contributed above the Breakpoint</u>
Miscellaneous, 1.5% at 65	2%
Miscellaneous, 2% at 60	7%
Miscellaneous, 2% at 55	7%
Miscellaneous, 2.5% at 55	8%
Miscellaneous, 2.7% at 55	8%
Miscellaneous, 3% at 60	8%
Miscellaneous, 2% at 62	50% of the Total Normal Cost
Safety, 1/2 at 55	Varies by entry age
Safety, 2% at 55	7%
Safety, 2% at 50	9%
Safety, 3% at 55	9%
Safety, 3% at 50	9%
Safety, 2% at 57	50% of the Total Normal Cost
Safety, 2.5% at 57	50% of the Total Normal Cost
Safety, 2.7% at 57	50% of the Total Normal Cost

The employer may choose to "pick-up" these contributions for the employees (Employer Paid Member Contributions or EPMC). EPMC is prohibited for new PEPRA members.

An employer may also include Employee Cost Sharing in the contract, where employees agree to share the cost of the employer contribution with or without a change in benefit. These contributions are paid in addition to the member contribution.

Auxiliary organizations of the CSUC system may elect reduced contribution rates, in which case the offset is \$317 and the contribution rate is 6 percent if members are not covered by Social Security. If members are covered by Social Security, the offset is \$513 and the contribution rate is 5 percent.

## Refund of Employee Contributions

If the member's service with the employer ends, and if the member does not satisfy the eligibility conditions for any of the retirement benefits above, the member may elect to receive a refund of his or her employee contributions, which are credited annually with 6 percent interest.

## 1959 Survivor Benefit

This is a pre-retirement death benefit available only to members not covered by Social Security. Any agency joining CalPERS subsequent to 1993 was required to provide this benefit if the members were not covered by Social Security. The benefit is optional for agencies joining CalPERS prior to 1994. Levels 1, 2 and 3 are now closed. Any new agency or any agency wishing to add this benefit or increase the current level must choose the 4<sup>th</sup> or Indexed Level.



## **APPENDIX B – ACTUARIAL METHODS AND ASSUMPTIONS**

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This benefit is not included in the results presented in this valuation. More information on this benefit is available on the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov).

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## **APPENDIX C**

### **PLAN OPTIONS AND VARIABLES**

- **CLASSIFICATION OF OPTIONAL BENEFITS**

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PROPOSED SAFETY KERN UNION HIGH SCHOOL DISTRICT  
PRINCIPAL PLAN PROVISIONS

## Classification of Optional Benefits

Below is the list of the available optional benefit provisions and their initial classification upon establishment of risk pools. When new benefits become available as a result of legislation, the Chief Actuary will determine their classification in accordance with the criteria established in the Board policy.

### Class 0

Class 0 benefit surcharge is the increase in normal cost for a given benefit formula above the baseline PEPRA 2% at 57 benefit formula.

### Class 1

Class 1 benefits have been identified to be additional benefits which have a significant, ongoing effect on the total plan cost. In some cases, a Class 1 benefit may be an alternate benefit formula. These benefits vary by employer across the risk pool. Agencies contracting for a Class 1 benefit will be responsible for the past service liability associated with such benefit and will be required to pay a surcharge established by the actuary to cover the ongoing cost (normal cost) of the Class 1 benefit.

The table below shows the list of Class 0 and Class 1 benefits and their applicable surcharge for each benefit formula in the Miscellaneous Risk Pool.

Optional Benefit	2% at 57	2.5% at 57	2.7% at 57	2% at 55	2% at 50	3% at 55	3% at 50
Class 0 Benefit	0.000%	1.541%	1.943%	2.534%	4.817%	6.631%	8.561%
One Year Final Compensation	0.668%	0.775%	0.806%	0.682%	0.831%	0.896%	0.967%
EPMC by contract, 7%	N/A	N/A	N/A	1.289%	1.578%	1.703%	1.842%
EPMC by contract, 8%	N/A	N/A	N/A	1.473%	1.803%	1.946%	2.105%
EPMC by contract, 9%	N/A	N/A	N/A	1.657%	2.028%	2.189%	2.368%
25% PRSA	1.256%	1.461%	1.520%	1.283%	1.560%	1.668%	1.706%
50% PRSA	1.256%	1.461%	1.520%	1.283%	1.560%	1.668%	1.706%
3% Annual COLA	1.444%	1.683%	1.753%	1.464%	1.804%	1.957%	2.152%
4% Annual COLA	1.444%	1.683%	1.753%	1.464%	1.804%	1.957%	2.152%
5% Annual COLA	1.444%	1.683%	1.753%	1.464%	1.804%	1.957%	2.152%
IDR For Local Miscellaneous Members	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Increased IDR Allowance to 75% of Compensation	4.781%	4.240%	4.115%	4.678%	4.028%	3.779%	3.651%
Improved IDR Allowance for Local Safety Members	4.781%	4.240%	4.115%	4.678%	4.028%	3.779%	3.651%
Employee Cost Sharing	varies	varies	varies	varies	varies	varies	varies
Employee Contribution Rate for CSUC Auxiliary Organizations Reduced to State Member Level - Covered by Social Security	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employee Contribution Rate for CSUC Auxiliary Organizations Reduced to State Member Level - Not Covered by Social Security	N/A	N/A	N/A	N/A	N/A	N/A	N/A

For employers contracting for more than one Class 1 benefit, the surcharges listed in this table will be added together

**Employee cost sharing had been eliminated as a surcharge from some of the June 30, 2010 valuations and from all of the June 30, 2011 and later valuations. It is now shown on my | CalPERS as a rate adjustment.**

## Class 2

Class 2 benefits have been identified to be the ancillary benefits providing one-time increases in benefits. These benefits vary by employer across the risk pool. Agencies contracting for a Class 2 benefit will be responsible for the past service liability associated with such benefit.

The following benefits shall be classified as Class 2:

- One-time 1% to 6% Ad Hoc COLA Increases for members who retired or died prior to January 1, 1998 (Section 21328)
- "Golden Handshakes" – Section 20903 Two Years Additional Service Credit
- Credit for Prior Service Paid for by the Employer
- Military Service Credit (Section 20996)
- Credit for Local Retirement System Service for Employees of Agencies Contracted on a Prospective basis (Section 20530.1)
- Prior Service Credit for Employees of an Assumed Agency Function (Section 20936)
- Limit Prior Service to Members Employed on Contract Date (Section 20938)
- Public Service Credit for Limited Prior Service (Section 21031)
- Public Service Credit for Employees of an Assumed Agency or Function (Section 21025)

## Class 3

Class 3 benefits have been identified to be additional benefits which have a minimal effect on the total plan cost. Class 3 benefits may vary by rate plan within each risk pool. However, the employer contribution rate will not vary within the risk pool due to the Class 3 benefits.

The following benefits shall be classified as Class 3:

- Full formula plus social security
- Post Retirement Lump Sum Death Benefit
- \$600 lump sum retired death benefit (Section 21622)
- \$2,000 lump sum retired death benefit (Section 21623.5)
- \$3,000 lump sum retired death benefit (Section 21623.5)
- \$4,000 lump sum retired death benefit (Section 21623.5)
- \$5,000 lump sum retired death benefit (Section 21623.5)
- Improved non-industrial disability allowance (Section 21427)
- Special death benefit for local miscellaneous members (Section 21540.5)
- Service Credit Purchased by Member
- Partial Service Retirement (Section 21118)
- Optional Membership for Part Time Employees (Section 20325)
- Extension of Reciprocity Rights for Elective Officers (Section 20356)
- Removal of Contract Exclusions Prospectively Only (Section 20503)
- Alternate Death Benefit for Local Fire Members credited with 20 or more years of service (Section 21547.7)



## STAFF REPORT

**Date:** August 3, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Libby Vreonis, City Clerk / Paralegal  
**SUBJECT:** Designation of Voting Delegate and Up to Two Alternates-League of California Cities Annual Conference-September 30-October 2, 2015 in San Jose, California

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

### **Background and Analysis**

The League of California Cities ("League") 2015 Annual Conference is scheduled for September 30-October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (at the General Assembly), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

Consistent with the League's bylaws and in order to vote at the Annual Business Meeting, the Oakley City Council must designate a voting delegate and may designate up to two alternate voting delegates. Designating the voting delegate and alternates must be done by City Council action and cannot be accomplished by an individual action of the Mayor or City Manager alone.

The designated voting delegate and alternate voting delegates must be registered to attend the conference on Friday, October 2, the date voting will occur. The League's voting procedures are attached for the City Council's review.

### **Fiscal Impact**

There is no fiscal impact.

### **Recommendation**

Take action to designate one voting delegate and up to two alternate voting delegates for the League of California Cities Annual Conference to be held September 30-October 2, 2015 in San Jose, California.

### **Attachments**

- (1) League of California Cities Annual Conference Voting Procedures-2015 Annual Conference

## Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.





## STAFF REPORT

**Date:** August 11, 2015  
**To:** Bryan Montgomery, City Manager  
**From:** Kenneth W. Strelo, Senior Planner

Approved and forwarded to City Council

  
Bryan Montgomery, City Manager

**Project:** City of Oakley Strategic Energy Plan - Work Session

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### Summary

As of May 2015, the City of Oakley has been in the process of developing a Strategic Energy Plan (SEP) through a sponsorship with East Bay Energy Watch (EBEW), a Local Government Partnership between PG&E and Alameda and Contra Costa Counties. This work session serves to provide information on the Strategic Energy Plan process and desired results, and discuss potential future efforts and opportunities related to a broader, community-wide Climate Action Plan.

### Background

A Strategic Energy Plan is a long-term blueprint to guide cities to a desired energy vision. It articulates goals, strategies, and actions and allocates resources to move cities toward a more sustainable energy future. In addition to the expertise provided by EBEW, a team of highly experienced strategic planners and engineers have partnered with EBEW to work hand-in-hand with Oakley throughout the SEP creation process. The team includes knowledgeable staff from Newcomb Anderson McCormick and QuEST, all at no cost to the City.

The outcome of this project will be an actionable City of Oakley Strategic Energy Plan with energy goals and projects identified and ready for implementation. The benefits of an SEP for Oakley are many and include the following:

- Provides strategies for sustainable development that enhance economic development, improve public health and community resilience
- Lays the foundation for a comprehensive community-wide Climate Action Plan
- Helps meet state mandates requiring reductions in energy use and greenhouse gas emissions

- Reduces the City's energy cost, freeing up dollars for other programs and projects
- Creates local jobs
- Reduces GHG emissions to mitigate local and global climate change impacts

The completion of the Oakley Strategic Energy Plan is a precursor for a broader, community-wide Climate Action Plan that would further expand upon the SEP benefits. This "next step" in Oakley's energy planning process would also come at low to no-cost through funding provided by EBEW for the Civic Spark Program, a Governor's Initiative AmeriCorps program. This program would provide the city with a team of three to eight Americorps members for 11 months to help develop and implement a Climate Action Plan.

### Community Action Plan

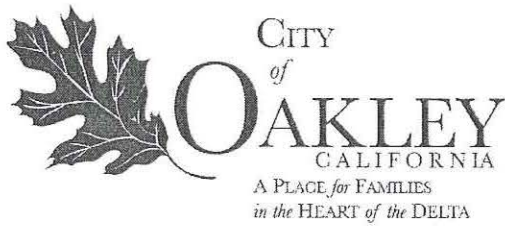
Line item "2.g." of the 2014-2016 Strategic Plan states, "Establish a guide to adopt a Climate Action Plan." Up until this SEP assistance program, the City has come across opportunities, and funding has not been approved, to implement this line item. This SEP is the first step in establishing that guide, and future funding and assistance through programs such as the Civic Spark program will help to implement this Strategic Plan line item without the need for additional City funding outside of minimal Staff time.

### **Presentation**

In addition to this Staff Report, a presentation will be delivered to the City Council highlighting the background and main topics, while providing opportunity for questions, comments and discussion.

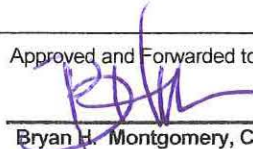
### **Recommendation**

City Council receive Staff's Report and Presentation and engage in questions, comments and discussion that Staff can use as guidance as opportunities arise in future funding or staff assistance.



## STAFF REPORT

**Date:** Tuesday, August 11, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Joshua McMurray, Planning Manager  
**Subject:** Affordable Housing Overlay Work Session

Approved and Forwarded to City Council:  Bryan H. Montgomery, City Manager
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### Summary

The City Council adopted the 2015-2023 Housing Element at the January 27, 2015 City Council meeting. During that meeting, and through several work sessions, meetings with the public and the Housing Element Update Citizen Advisory Committee (CAC), the Housing Element was adopted with Policy Action Program 1.1, which specifically requires the City to apply the Affordable Housing Overlay Zone (AHO) on seven parcels as described more fully in the table below. The intent of applying the AHO is to allow property owners to build at either the default densities allowed by the underlying zone or build a qualifying affordable project at the AHO base density of 24 dwelling units per acre (which allows up to 32.4 dwelling units per acre after a State mandated density bonus is applied).

	APN	Acreage	Existing Condition	Zoning	Realistic Net Units - Existing Zoning*	Realistic Capacity - AHO
1	033012004 E. Cypress Rd	3.46	Undeveloped	M-12	33	90
2	033012005 211 E. Cypress Rd	2.39	One single family home	M-12	21	61
3	033012007 67 Van Pelt Lane	2.40	One single family home	M-12	22	61
4	033180007 6381 Sellers Ave	1.98	Two single family homes	M-9	11	48
5	033012009 43 Van Pelt Ln	1.11	One single family home	M-12	11	28
6	033012008 251 E. Cypress Rd	1.12	One single family home	M-12	11	28
7	034030007 1961 Carpenter Rd	3.66	One single family home	C	0	94
	<b>TOTAL</b>	<b>16.12</b>	-	-	<b>109</b>	<b>410</b>

\*Realistic net unit capacity under the existing zoning is based on the site developing at 80% of the maximum density less existing units on the site.

\*\*Minimum net capacity is based on the 80% of the maximum density allowed for the AHO.

**Subject: AHO Rezone Work Session**

**Date: August 11, 2015**

**Page 2**

During the January City Council meeting, Staff was directed to find a replacement site for the 1961 Carpenter Road property (Identified as Site #7 in the table above). The process to apply the AHO on the properties will be handled through a separate, public process also requiring a City Council action. During this separate process, there is an opportunity to reevaluate the sites listed in the Housing Element. This work session is first step in the process.

Staff has had some preliminary discussion with residents concerned about the location of Site #7 and in that process has developed a list of potential replacement sites for the City Council to consider. It should be noted that Staff has not noticed any of the property owners or property owners within 300 feet of the properties to be discussed because we wanted to ensure we receive proper direction before mobbing forward with the project. With that said, there are several properties that Staff believes are adequate to propose to HCD as a replacement site for Site #7. The attachment to this report explains the various replacement sites.

It should also be noted that Staff has had discussions with a developer interested in developing Site #1. A recent meeting suggested that a Preliminary General Plan Amendment application will be submitted for this property. The developer does not have any intention of building a residential, multi-family project as the current land use designation and zoning would allow. In anticipation of the application being received within the next few weeks, Staff would also like to have the City Council provide direction on a replacement site for Site #1.

The attached exhibit represents 6 parcels that are between 1 and 1.5-acres in size. Two of those parcels have been previously presented to the Council and those property addresses are 30 Monte Linda and 5900 Main Street. The exhibit also represents two larger parcels (one being a grouping of five parcels) that total 14.65 and 21.66-acres respectively.

To recap the City needs to find two replacement sites totaling 7.12-acres. Discussion points to keep in mind about choosing a replacement site:

- The site(s) should be at least an acre in size.
- The AHO can be applied within the Downtown Specific Plan (DSP), but we would need to revise the DSP to ensure that the AHO does not conflict with the DSP and that the DSP provisions won't constrain multifamily development allowed by the AHO. (Staff does not recommend this as an option as we will have to amend the DSP to allow for multi-family construction as a "by-right" permitted use where they are currently conditionally permitted with the approval of a Conditional Use Permit.)
- The sites to accommodate the very low/low RHNA cannot include more than 50% of the total acreage of sites that allow for mixed or non-residential use (i.e. Commercial zoning).

**Subject: AHO Rezone Work Session**

**Date: August 11, 2015**

**Page 3**

- The City can rezone a portion of a site, but we need to ensure it is accessible and not a portion with constraints that are not present on the rest of the site.

### **Recommendation**

Staff recommends the City Council review the information provided, through the Staff Report and Power Point presentation and provide Staff with direction on the replacement sites for Policy Action Program 1.1 of the 2015-2023 Housing Element.

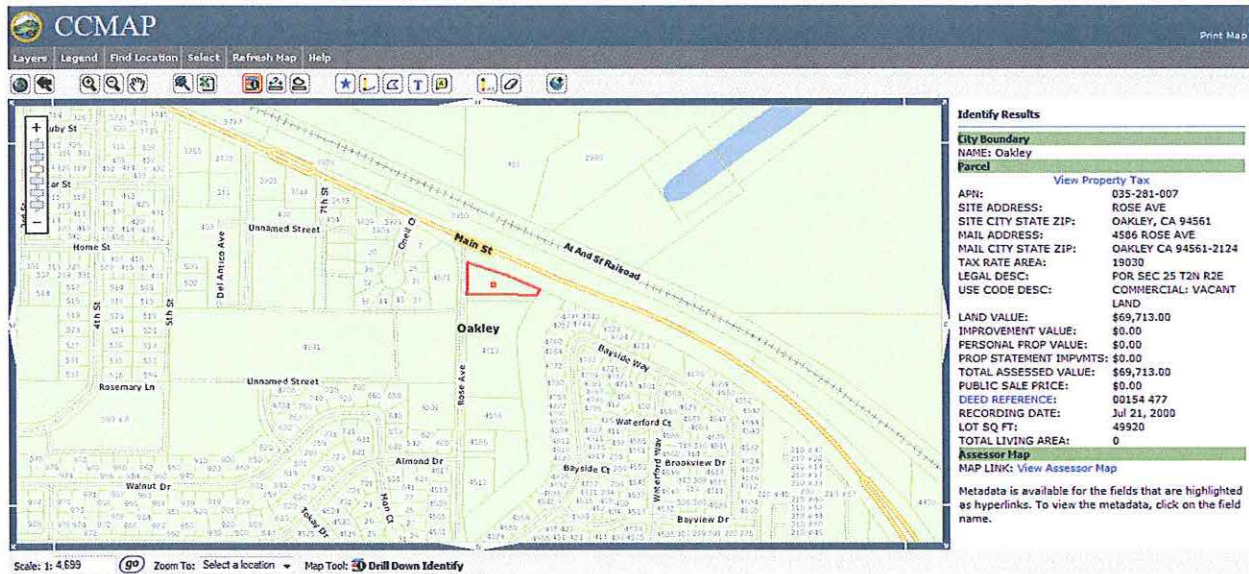
One option that could be viable is looking at the two parcels labeled as C and D which would total 2.8-acres and then use a 4.4-acre portion of parcel G on the attachment. That would bring the total to 7.2-acres.

### **Attachments**

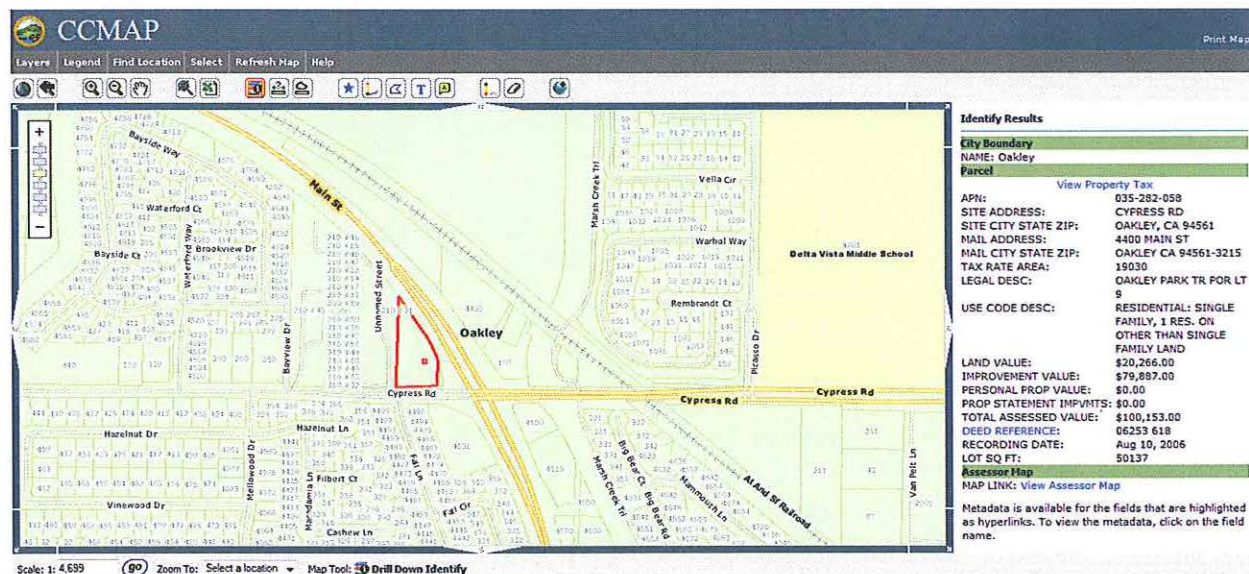
1. AHO Potential Site's Exhibit

A combination of parcels that equate to approximately 7.12 acres as follows:

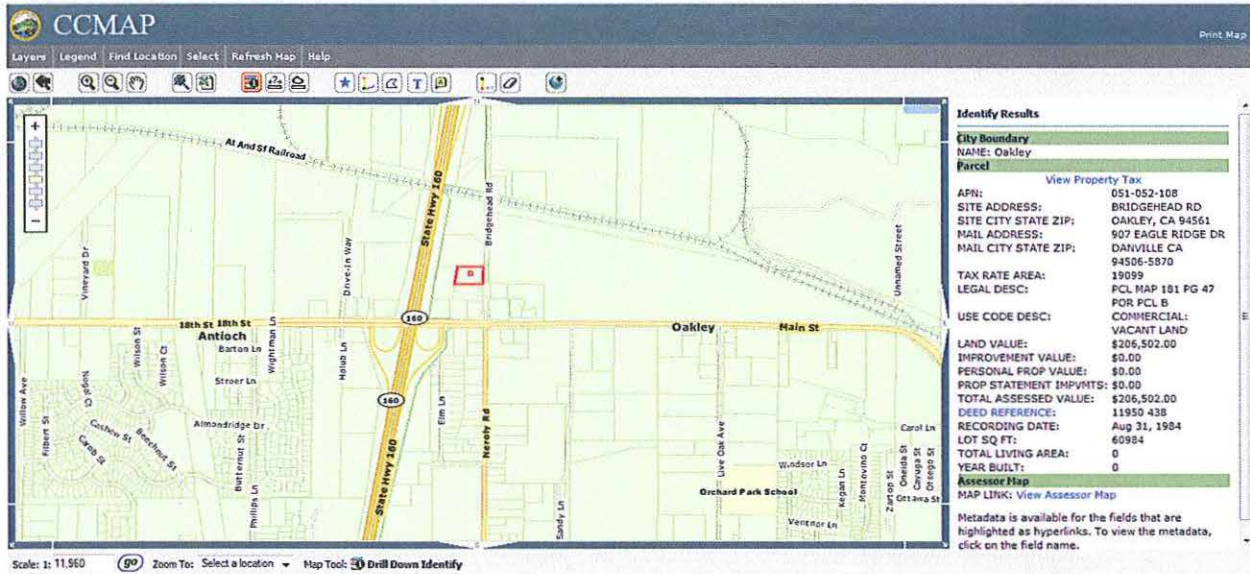
**A - SE corner of Main and Rose (1.15-acres currently zoned Downtown Specific Plan SP-4)**



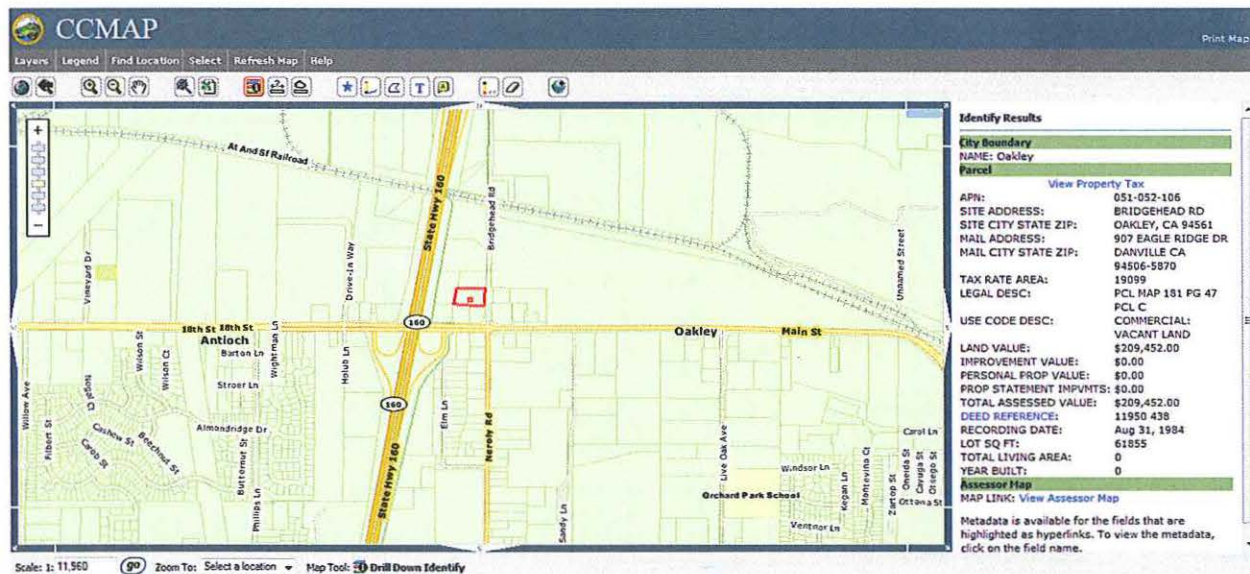
**B - NW corner of Main and Cypress (1.15-acres currently zoned General Commercial)**



**C - Parcel in front of Comfort Suites on Bridgehead Road (1.4-acres currently zoned General Commercial)**



**D - Parcel in front of Comfort Suites on Bridgehead Road (1.4-acres currently zoned General Commercial)**



E - 30 Monte Linda (1.08-acres zoned General Commercial)

**Identify Results**

**City Boundary**  
NAME: Oakley

**Parcel**

[View Property Tax](#)

APN: 033-110-017  
 SITE ADDRESS: 30 MONTE LINDA  
 SITE CITY STATE ZIP: OAKLEY, CA 94561-2828  
 MAIL ADDRESS: 1704 22ND AVE  
 MAIL CITY STATE ZIP: SAN FRANCISCO CA 94122-4420  
 TAX RATE AREA: 19044  
 LEGAL DESC: PARCEL MAP 33 PG 33 PCL A  
 USE CODE DESC: RESIDENTIAL: SINGLE FAMILY, 1 RES. ON 1 SITE, W/ OR W/O MINOR COMM. AREA

LAND VALUE: \$25,728.00  
 IMPROVEMENT VALUE: \$40,151.00  
 PERSONAL PROP VALUE: \$0.00  
 PROP STATEMENT INPVMTS: \$0.00  
 TOTAL ASSESSED VALUE: \$65,879.00  
 PUBLIC SALE PRICE: \$0.00  
 DEED REFERENCE: 18364 941  
 RECORDING DATE: Mar 19, 1993  
 LOT SQ FT: 47124  
 TOTAL LIVING AREA: 1113  
 YEAR BUILT: 1954

Scale: 1: 5,037    Zoom To: Select a location    Map Tool: Drill Down Identify

F - 5900 Main Street (1.07-acres zoned General Commercial)

**Identify Results**

**City Boundary**  
NAME: Oakley

**Parcel**

[View Property Tax](#)

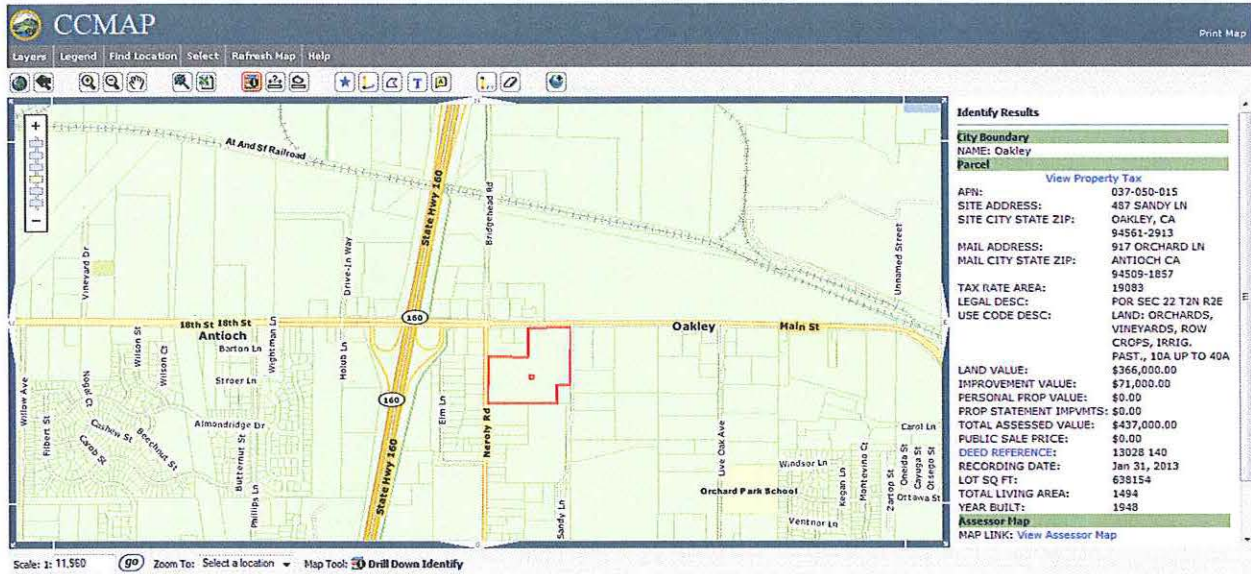
APN: 033-110-004  
 SITE ADDRESS: 5900 MAIN ST  
 SITE CITY STATE ZIP: OAKLEY, CA 94561-5905  
 MAIL ADDRESS: 1060 COVERED WAGON DR  
 MAIL CITY STATE ZIP: OAKLEY CA 94561-2340  
 TAX RATE AREA: 19029  
 LEGAL DESC: FOR SW QR SEC 31 T2N R3E 1.070 AC  
 USE CODE DESC: RESIDENTIAL: SINGLE FAMILY, 1 RES. ON OTHER THAN SINGLE FAMILY LAND

LAND VALUE: \$130,640.00  
 IMPROVEMENT VALUE: \$104,512.00  
 PERSONAL PROP VALUE: \$0.00  
 PROP STATEMENT INPVMTS: \$0.00  
 TOTAL ASSESSED VALUE: \$235,152.00  
 PUBLIC SALE PRICE: \$0.00  
 DEED REFERENCE: 15018 792  
 RECORDING DATE: Feb 4, 2015  
 LOT SQ FT: 46600  
 TOTAL LIVING AREA: 1550  
 YEAR BUILT: 1935

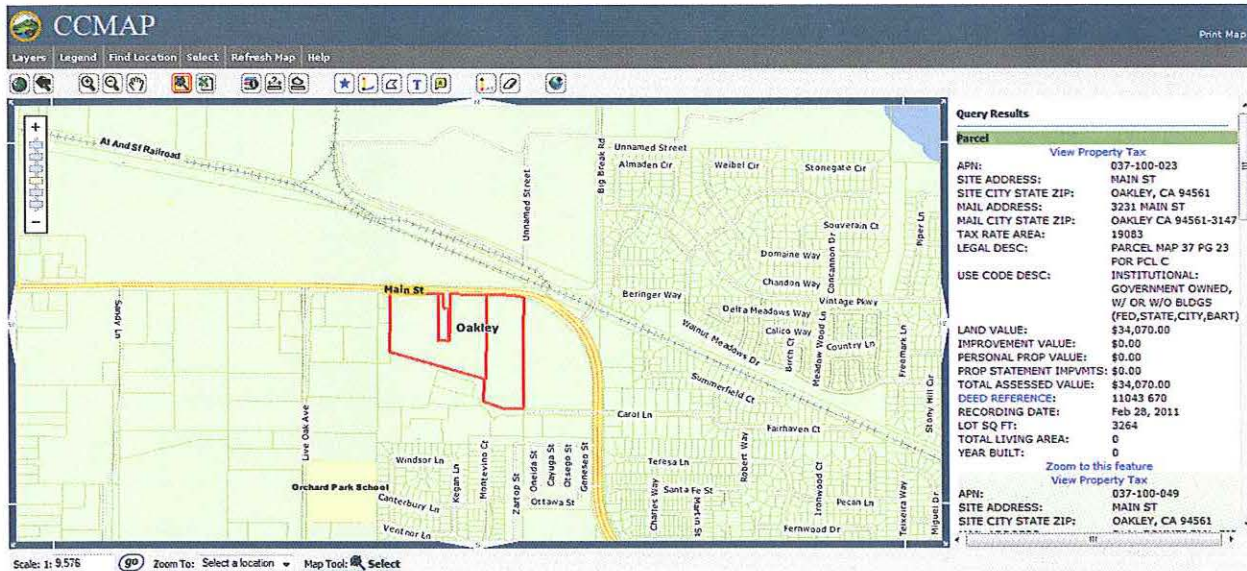
Scale: 1: 5,037    Zoom To: Select a location    Map Tool: Drill Down Identify



G - A portion of this 14.65-acre parcel located towards the SE corner of Main Street and Neroly Road (currently zoned General Commercial)



H - A portion of these 5 parcels totaling 21.66-acres located towards along Main Street , to the west of the Raley's shopping center and directly north of the existing CBH affordable housing campus (currently zoned General Commercial)





Agenda Date: 08/11/2015

Agenda Item: 7.3

## STAFF REPORT

**Date:** August 3, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Lindsey Bruno, Recreation Manager  
**Subject:** City Logo Design Work Session

Approved and forwarded to City Council

Bryan H. Montgomery, City Manager

### Summary and Background

This is a work session on the redesign of the existing City logo. In 2012 the City held a Pin Design contest that invited Oakley residents to share their talents and design a pin that incorporated the "water and wine" branding that was suggested in a community strategic planning meeting. Since this time staff has been directed to expand the re-branding to include the "water and wine" theme.

Item 1.f. of the 2014-2016 Strategic Plan adopted by the City Council on May 13, 2014 directed staff to "Expand comprehensive rebranding of Oakley with a "water and wine" theme. One key aspect of a rebrand, that would go a step beyond a commemorative pin is a new logo. Since Oakley's incorporation in 1999 there have been a few logos that have been revised and used by staff for marketing, street banners, letterhead, pins, etc.

The current logo was last revisited in 2007, and reflected only a slight change from the previous logo and does not incorporate "water and wine" elements.

### Work Session Discussion

This work session will review previous logos and commemorative designs involving Oakley branding. Council will also be presented new draft logos, that represent "water and wine" or slight adjustments to the current logo.

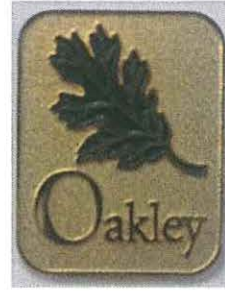
### Recommendation

City Council receive the Staff Report and conduct a work session on the proposed redesign of the City logo.

### Attachments

1. Previous Logos/ Designs
2. Draft Logo and Designs

Previous Logos and Designs:



Current Logo Designs:



New Draft Logos:

