

## AGENDA

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

Tuesday, March 10, 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 is available for public review prior to an Oakley City Council and/or City Council Acting as the Successor Agency to the Oakley Redevelopment Agency 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 Update from Ironhouse Sanitary District (Tom Williams, General Manager)**
- 1.4 Proclamation Recognizing Tom Williams for his Service with Ironhouse Sanitary District and the Oakley Community (Mayor Hardcastle)**
- 1.5 Proclamation Recognizing March as Prescription Drug Abuse Awareness Month (Representative for RxSafe Contra Costa)**

## 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 of February 24, 2015 (Libby Vreonis, City Clerk)**

***Oakley City Council***

- 3.2 Adopt a Resolution Authorizing the Mayor to sign the Cooperative Funding Agreement between the Contra Costa Transportation Authority and the City of Oakley (Joshua McMurray, Planning Manager)**
- 3.3 Adopt a Resolution Accepting as Complete Work Performed by Star Construction, Inc. for Capital Improvement Project 141-Main Street Median Improvement Project and Direct the City Clerk to File a Notice of Completion with the County Recorder (Empire Avenue to Vintage Parkway) (Kevin Rohani, Public Works Director/City Engineer)**
- 3.4 Adopt a Resolution Authorizing the City Manager to Execute a Lease Agreement with Slow Foods Delta Diablo to Establish a Community Garden Program at Creekside Park located at 3900 Creekside Way in Oakley (Kevin Rohani, Public Works Director/City Engineer)**

**4.0 PUBLIC HEARING**

***Oakley City Council***

- 4.1 Subdivision 9391 at Cypress Grove (TM 02-15) (Ken Strelo, Senior Planner)**  
Request for approval of a vesting tentative map to subdivide approximately 3.52 acres into 14 single family residential lots within the existing Cypress Grove Subdivision located north of Ironhouse Elementary School and Delta Vista Middle School (4901 Frank Hengel Way) off of East Cypress Road and Frank Hengel Way.

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 Resolution during Motion
- Adopt the Resolution

**5.0 REGULAR CALENDAR**

***Oakley City Council***

- 5.1 Transportation Engineering Fundamentals (Kevin Rohani, Public Works Director/City Engineer)**

**5.2 Report of Public Input regarding the Police Services Study and Direction to Staff on How to Proceed (Bryan Montgomery, City Manager and Paul Abelson, Finance Director)**

**6.0 REPORTS**

**6.1 CITY MANAGER**

**(a) City Manager**

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

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

**(b) Requests for Future Agendas**

**7.0 WORK SESSIONS-None**

**8.0 CLOSED SESSIONS**

***Oakley City Council***

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

**Potential initiation of litigation (one case). This closed session is authorized by Government Code Sec. 54956.9.**

**8.2 CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6**

**City Designated Representative: Bryan Montgomery, City Manager**

**Unrepresented Anticipated Employees: Police Chief, Police Lieutenants, Police Sergeants, and Police Officers.**

**This item is scheduled to be heard only if necessary after Item 5.2 is considered.**

**8.3 Reporting Out of Closed Sessions (Derek Cole, City Attorney)**

**9.0 ADJOURN**

*Proclamation*  
*Honoring*  
*Tom Williams*

*Whereas, Tom Williams, General Manager at Ironhouse Sanitary District is retiring effective April 1<sup>st</sup>, after 15 years of distinguished service; and*

*Whereas, Tom graduated from Chico State in 1984 with a Bachelor of Science degree in Civil Engineering; and*

*Whereas, Tom's career includes fifteen years at Ironhouse Sanitary District, 12 Years as Civil Engineer at Contra Costa County Public Works – Flood Control & Clean Water Divisions, and 1 year as Associate Engineer at City of Concord; and*

*Whereas, Tom was instrumental in working with the State over the last 15 years to obtain \$22.5 Million dollars in funding to upgrade the Jersey Island levee system; and*

*Whereas, Tom was also instrumental in obtaining a discharge permit for a State of the Art Water Recycling Facility; and*

*Whereas, Tom is an environmental steward who obtained grant funding from the Department of Water Resources for development of the Marsh Creek Habitat Enhancement Project; and*

*Whereas, Tom brought four agencies together (Delta Diablo, Contra Costa Water District, East Bay Parks and Ironhouse Sanitary District) to enable the construction of the undercrossing at Walnut Meadows Drive.*

*Now, Therefore, Be It Resolved that I, Doug Hardcastle, Mayor of the City of Oakley on behalf of the Oakley City Council and residents, do hereby honor Tom Williams for his dedication to the Ironhouse Sanitary District and our community.*

*Dated: March 10, 2015*

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*Doug Hardcastle, Mayor*

## **2015 PRESCRIPTION DRUG ABUSE AWARENESS MONTH**

**WHEREAS**, Drug overdose was the leading cause of injury death in 2012 among those 25 to 64 years old and caused more deaths than motor vehicle traffic accidents; and

**WHEREAS**, In 2013, drug overdoses in the United States caused 42,982 unintentional deaths and 22,767 of those were from prescription drugs; and

**WHEREAS**, In 2011, an estimated 22.5 million Americans aged 12 or older used an illicit drug or abused a prescription drug; and

**WHEREAS**, in 2011, 1.4 million emergency department (ED) visits were related to misuse or abuse of pharmaceuticals; and

**WHEREAS**, As many as 70% of people who abuse prescription drugs get them from a relative or friend instead of a doctor; and

**WHEREAS**, During the nine National Prescription Drug Take Back Days, a total of 4.8 million pounds (2,411 tons) of medication have been removed by the DEA and its state, local, tribal law-enforcement and community partners from circulation and potential diversion; and

**WHEREAS**, The National Coalition Against Prescription Drug Abuse, RxSafe Contra Costa, and the City of Oakley in cooperation with the law enforcement, community based organizations, alcohol and other drugs service providers and civic and business leaders coordinate Prescription Drug Abuse Awareness Month activities to engage our citizens in demonstrating their commitment to prevention campaigns and education aimed at raising awareness about the abuse/misuse of prescription drugs, promoting prescription drug safe storing and disposal and using medications only as prescribed; and

**WHEREAS**, Families, schools businesses, faith-based communities, law enforcement, medical professionals, county and local governments, health care practitioners and pharmacists of the City of Oakley and the general public will demonstrate their commitment to the prevention of prescription medication abuse by participating in activities intended to highlight local efforts during the month of March.

**NOW THEREFORE, BE IT RESOLVED THAT I**, Doug Hardcastle, Mayor of the City of Oakley on behalf of the Oakley City Council and residents hereby recognize March 2015 as Prescription Drug Abuse Awareness Month as enacted by state law in April 2013, and encourage all citizens to actively participate in prevention programs and activities and safely store and dispose of their medications on a continual basis. Be it also resolved that the City of Oakley encourages all community members to pledge, **"Spread the Word...One Pill Can Kill"**.

March 10, 2015

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Doug Hardcastle, Mayor

**Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council acting as the Successor Agency to the Oakley Redevelopment Agency  
February 24, 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, Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency**

Mayor Hardcastle called the meeting to order at 6:30p.m 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 Introduction/Presentation from Owners and Operators of Oakley Grocery Outlet**

David and Jessalynn Greenblatt and their son, Micah, introduced themselves to the City Council and expressed that they are excited to become part of the Oakley community. Mrs. Greenblatt announced the grand opening of Grocery Outlet will occur March 26, followed by grand opening festivities on March 28. She shared that over 350 people attended their job fair on February 20, they subsequently completed second interviews for 80 candidates and they have 30 positions available to fill. She mentioned that the store will offer groceries, household, health and beauty items, and beer and wine.

Mayor Hardcastle thanked the Greenblatts for constructing a nice building in the Downtown Plaza and for providing jobs in the community. He welcomed them to the Oakley community.

**1.4 Introduction of Police Officers Casey Minister and Jeff Jackson (Dan Gomez, Chief of Police)**

Chief of Police Dan Gomez introduced Officers Casey Minister and Jeff Jackson. He mentioned Officer Minister has been with the Office of the Sherriff since 2007 and brings a good wealth of knowledge and experience to Oakley. He shared that Officer Jackson is a fourth generation law enforcement employee and his father was one of the first officers in Oakley when it incorporated in 1999. He welcomed them both to Team Oakley.

## 2.0 PUBLIC COMMENTS

### Online Comment Forms

No online comment forms were submitted for Public Comments.

### Public Comment Cards

Tom Cusack provided the City Council with a proposal to provide local educational and community development videos. He mentioned he had previously worked with the City of Merced to provide similar videos.

Noor Abdullah mentioned she provided public comment at the City Council meeting held August 13, 2013 regarding traffic safety at Walnut Meadows Drive and Vintage Parkway. She explained that cars are double-parking in the main lane of traffic when dropping off/picking up children from Vintage Parkway Elementary. She requested the City take action.

## 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 of February 10, 2015 (Libby Vreonis, City Clerk)**

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

#### **3.2 Adopt a Resolution Accepting as Complete Work Performed for Capital Improvement Project 155-Fiscal Year 2014-2015 Traffic Safety Improvement Project (Kevin Rohani, Public Works Director/City Engineer)**

#### **3.3 Adopt a Resolution Designating the Chief of Police as Responsible for the Determination of Public Convenience or Necessity, if required pursuant to any request for licensure through the State of California Department of Alcoholic Beverage Control (Bryan Montgomery, City Manager)**

### Online Comment Forms

No online comment forms were submitted for the Consent Calendar.

### Public Comment Cards

No public comment cards were submitted for the Consent Calendar.

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



## 4.0 PUBLIC HEARINGS

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

#### **4.1 Cedar Glenn Estates Design Review (DR 09-14) (Ken Strelo, Senior Planner)**

Senior Planner Ken Strelo presented the staff report.

Vice Mayor Romick commented that the design guidelines were in place when he was on the Planning Commission. He suggested that the guidelines may need to be updated to provide clarity to developers.

Mayor Hardcastle agreed and commented that developers should know upfront that our guidelines are not optional.

City Manager Bryan Montgomery explained that guidelines are not requirements or regulations. He further explained that the guidelines are presented as a whole to the City Council for approval and if the City Council wants something to be more than a guideline, it will need to be determined how to best achieve that.

Vice Mayor Romick thanked staff and the developer for working with the City Council regarding the design.

#### Online Comment Forms

No online comment forms were submitted for Item 4.1.

#### Public Comment Cards

No public comment cards were submitted for Item 4.1.

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

#### **4.2 3351 Doyle Road Minor Subdivision 14-977 (TPM 02-14) (Ken Strelo, Senior Planner)**

Senior Planner Ken Strelo presented the staff report.

Mayor Hardcastle inquired if livestock is still allowed if the parcel is less than one acre.

Mr. Strelo explained that the lots are zoned R-40 which allows for small farming and horses.

#### Online Comment Forms

No online comment forms were submitted for Item 4.2.

## Public Comment Cards

No public comment cards were submitted for Item 4.2.

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

## 5.0 REGULAR CALENDAR

### *Oakley City Council*

#### **5.1 General Plan Scoping Report (Ken Strelo, Senior Planner and Joshua McMurray, Senior Planner)**

Charlie Knox with PlaceWorks, consultant to evaluate the City's General Plan, provided a presentation to the City Council. Carey Stone with PlaceWorks also joined him to answer any questions. Mr. Knox mentioned the General Plan is doing a great job for what it was intended and has been successfully implemented by City staff; it just needs fine-tuning with regard to changes in the law and there are optional updates that can be considered.

The City Council provided feedback that it would like to meet what is required by law and consider optional updates to expand on tourism (i.e., San Joaquin Delta, marinas, riverboat and casino), the vision of Oakley (vineyards and Delta), infill and development, and to preserve the City's heritage.

City Manager Bryan Montgomery commented that perhaps there could be more discussion regarding which items may be best suited for inclusion in the General Plan and which may be best suited for marketing materials, zoning code changes, or other codes.

The City Council announced it would prefer further discussion and consideration of these optional items at its Strategic Planning meeting March 30.

## Online Comment Forms

One online comment forms was received for Item 5.1 from Paul Seger. He requested to speak at the meeting. He was not present at the meeting to speak; however, Mayor Hardcastle read his comment into the record in which Mr. Seger requested the City Council consider maximizing opportunities for the community to engage as many topics, commenting that the three-minute public comment time does not suffice such an important topic.

## Public Comment Cards

No public comment cards were submitted for Item 5.1.

**5.2 Adopt an Urgency Ordinance Temporarily Banning New Massage Businesses  
(4/5 vote required) (William Galstan, Special Counsel)**

Special Counsel William Galstan presented the staff report.

The City Council had no comments, questions or discussion.

Online Comment Forms

No online comment forms were submitted for Item 5.2.

Public Comment Cards

No public comment cards were submitted for Item 5.2.

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

**6.0 REPORTS**

**6.1 CITY MANAGER**

**(a) City Manager**

City Manager Bryan Montgomery had no reports.

**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 Perry announced she attended a You, Me, We = Oakley! (YMWO) meeting on February 13 and YMWO will unveil the monument at the fountain located in the Downtown Plaza and host an art reception on April 18. She also mentioned YMWO is beginning an anti-bullying campaign and is raising more awareness for suicide prevention.

**(b) Requests for Future Agendas**

Councilmember Higgins requested an update on the Community Garden.

City Manager Bryan Montgomery responded that Public Works Director/City Engineer Kevin Rohani has been in contact with the Community Garden group and will provide an agenda item at the March 10 City Council meeting.

## 7.0 WORK SESSION

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

#### **7.1 Public Input Session regarding Police Services (Bryan Montgomery, City Manager and Paul Abelson, Finance Director)**

City Manager Bryan Montgomery and Finance Director Paul Abelson provided a presentation to the City Council and reviewed Frequently Asked Questions (FAQ's) regarding the Police Services Study.

Mr. Montgomery mentioned that public outreach for input has included four meetings (February 10 City Council meeting, this Council meeting, and two additional special City Council meetings to be held in the City Council Chambers on February 25, 4pm-6pm, and February 26, 6pm-8pm), social media and press releases, all encouraging residents to provide comments, questions and suggestions, even by email, if they cannot attend the scheduled meetings.

Mr. Montgomery and Mr. Abelson discussed benefits and risks associated with defined contribution plans and defined benefit plans and recommended that the better option would be a defined benefit plan.

Mayor Hardcastle inquired if it is possible to allow employees to choose between the two plans.

Mr. Abelson explained that if police employees want CalPERS, all employees would have to participate.

Councilmember Pope inquired what the rate of return is for CalPERS.

Mr. Abelson explained the rate of return is 7 ¼ to 7 ½ %; however, it would be 4% if the plan were to close and become more conservative.

Councilmember Pope expressed that there is not enough money in CalPERS and it eventually has potential to run out. He mentioned there is a ransom amount to pay if the City would ever decide it wants to get out of CalPERS and it only has a 50% survivor benefit whereas a defined plan has 100% survivor benefit.

Mr. Abelson respectfully disagreed commenting that the money will not run out and commented if the plan were to close, the 4% rate of return is a conservative approach to have to change the investment plan.

Mr. Montgomery explained that there may be some risk with CalPERS, but it is small, and certainly much less risk with the PEPRA legislation now in place. He added that this discussion may relate more to recruitment than to cost and they hope to provide a benefit at lesser cost to help retain and recruit quality officers.

Mr. Montgomery requested the City Council take time needed in making its decision; however, if it could provide some direction to staff, it may help employees of the County that are currently serving the City to plan for their futures. He also mentioned the sooner a decision is made, the sooner the City would see savings.

Mayor Hardcastle commented that the City cannot continue to pay higher amounts without added services and that by continuing to do this the City could end up having to reduce officers to make payments to the County.

Councilmember Pope concurred with Mayor Hardcastle and mentioned bringing police services in-house would allow more control. He expressed that he would like to have more public input before a final decision is made. He requested staff add to the FAQ's as questions, comments and suggestions are received and share the updated information with the public. He directed staff to bring the item back to the City Council for formal consideration at its March 10 meeting.

#### Online Comment Forms

No online comment forms were submitted for Item 7.1.

#### Public Comment Cards

Tyra Harrington commented she has worked in Code Enforcement and with law enforcement for many years and would highly recommend police services be handled in-house. She added that CalPERS is needed to attract officers because everyone else offers it. She also commented that she is happy that the City Council has placed a moratorium on new massage businesses as when she worked in Pinole there was a lot of illegal activity happening in massage businesses. She encouraged City staff to do its research and due diligence regarding the matter.

#### 8.0 CLOSED SESSIONS-None

#### 9.0 ADJOURN

There being no further business, the meeting was adjourned at 8:02 p.m.

Respectfully Submitted,

Libby Vreonis  
City Clerk



Agenda Date: 03/10/2015

Agenda Item: 3.2

## STAFF REPORT

**Date:** Tuesday, March 10, 2015

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

**From:** Joshua McMurray, Planning Manager

**Subject:** **Cooperative Funding Agreement between Contra Costa Transportation Authority and the City of Oakley**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Summary

The Metropolitan Transportation Commission (MTC), through Resolution 2035 approved on July 23, 2014, allocated \$2.745 million to the Contra Costa Transit Authority (Authority) to fund the Priority Development Areas (PDA) Planning Grant Program in Contra Costa County. The grants were to be made to jurisdictions to provide support in planning for PDAs in areas such as providing housing, jobs, intensified land use, promoting alternative modes of travel to the single occupancy vehicle, and parking management.

The Authority released a call for projects for the PDA Planning Grants on June 3, 2014. The City applied for and was awarded a \$100,000 grant to conduct a Downtown PDA Market Study. The expectation is that the Market Demand Analysis and Land Use and Development Alternatives Study will provide the City vital information relevant to the benefits a potential San Joaquin JPA Station and/or a Tri Delta Transit park and ride lot would bring to the Downtown PDA in terms of economic expansion including new retail/commercial uses as well as job creation. The City is also seeking information regarding the feasibility of TOD near or around such a train station or transit lot. Detailed mapping of potential project sites and TOD opportunity areas will be prepared, as well as a corresponding pro forma analysis that outlines the market feasibility of a transit station and surrounding TOD development.

The lead project team assigned to work with Oakley is Perkins and Will. Perkins and Will is globally recognized planning and design team that has worked on both small and large scale projects of similar scope. Along with Perkins and Will they bring in several highly qualified sub consultants to the team: Fehr and Peers Transportation Planning and EPS Economic and Planning Systems.

CCTA requires that the attached Cooperative Agreement be executed before their Board approves the agreement. The CCTA Board is scheduled to vote on the attached Cooperative Agreement at their March 18, 2015 meeting. Once approved, the project is expected to commence soon thereafter.

**Subject: Cooperative Funding Agreement between Contra Costa Transportation Authority and the City of Oakley Date:**  
**March 10, 2015**  
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### **Fiscal Impact**

The PDA Planning Grant requires an 11.47% local match (\$13,000). This match can be provided through either staff time or direct financial contributions. The Authority will provide the majority of this match through the funding of the PDA Planning Grant contract managers and assume the remainder would be provided through local staff time.

### **Recommendation**

Staff recommends that the City Council of the City of Oakley approve the attached resolution authorizing the Mayor to sign and enter into the Cooperative Agreement.

### **Attachments**

1. Draft Resolution
2. Proposed Cooperative Agreement

**RESOLUTION NO. XX-15**

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN THE COOPERATIVE FUNDING AGREEMENT BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY AND THE CITY OF OAKLEY**

**FINDINGS**

**WHEREAS**, the City of Oakley has been awarded, though the Contra Costa Transportation Authority, a PDA Planning Grant, and

**WHEREAS**, the PDA Planning Grant will be used to conduct a Market Demand Analysis and Land Use and Development Alternatives Study. The expectation is that the project will provide the City vital information relevant to the benefits a potential San Joaquin JPA Station and/or a Tri Delta Transit park and ride lot would bring to the Downtown PDA in terms of economic expansion including new retail/commercial uses as well as job creation; and

**WHEREAS**, Government Code Section 4062 requires the Mayor to sign the agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Oakley hereby authorizes the Mayor to sign the Cooperative Funding Agreement between Contra Costa Transportation Authority and the City of Oakley.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 10<sup>th</sup> day of March 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date



**Cooperative Funding Agreement PDA.1.OAK**  
**between**  
**Contra Costa Transportation Authority and**  
**the City of Oakley**

This COOPERATIVE FUNDING AGREEMENT (this "AGREEMENT") is effective this 18th day of March 2014 (the "EFFECTIVE DATE") between CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority ("AUTHORITY") and the CITY OF OAKLEY, a municipal corporation of the State of California ("SPONSOR"), each separately, a "PARTY".

**RECITALS**

**THE PARTIES ENTER THIS AGREEMENT** on the basis of the following facts, understandings and intentions:

- A. The Metropolitan Transportation Commission (MTC) is the designated Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area region and is required to prepare and endorse a Transportation Improvement Program (TIP) which includes federal funds.
- B. MTC is the designated recipient for federal funding administered by the Federal Highway Administration (FHWA) assigned to the Metropolitan Planning Organization (MPO)/Regional Transportation Planning Agency (RTPA) of the San Francisco Bay Area for the programming of projects (regional federal funds).
- C. MTC Resolution 4035 adopted July 23, 2014 establishes the "Project Selection Policies and Programming" for projects to be funded with Cycle 2 Program regional federal funds and includes funding for the PDA Planning Grant Program designed to support planning for Priority Development Areas (PDAs) that will help provide

Cooperative Agreement No. PDA.1.OAK between Contra Costa Transportation  
Authority and the City of Oakley

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housing, jobs and intensified land use, promote alternative modes of travel to the single occupancy vehicle, and manage parking demand.

D. AUTHORITY, which serves as the Congestion Management Agency for Contra Costa County, has assumed responsibility for certain planning and programming activities, work tasks and products that support MTC's Overall Work Program, including the administration of the PDA Planning Grant Program in Contra Costa County.

E. MTC authorized \$2.745 million in regional federal funds to AUTHORITY through the PDA Planning Grant Program to provide grants to local jurisdictions to support planning in their PDAs consistent with MTC Resolution 4035. Recipients of these funds must comply with the requirements of the federal aid process including the requirement to provide at least 11.47 percent of the full cost of the planning activity funded (the "local match").

F. In the process for implementing the PDA Planning Grant Program in Contra Costa County adopted by the AUTHORITY in December 2013, the AUTHORITY will be responsible for administering the grant funding and the contracts with the consultant teams providing planning support services, and local jurisdictions will be responsible for overseeing the planning projects and providing at least the 11.47 percent local match, all or a portion of which may be provided through the staff costs expended working on the planning activity.

G. In September 2014, AUTHORITY approved a list of five consultant teams to provide planning support services and ten planning projects to be funded through the PDA Planning Grant Program, including the City of Oakley Downtown PDA Market Study, the "PROJECT".

H. SPONSOR and AUTHORITY desire to work together to develop the PROJECT.

## Section I

### SPONSOR AGREES:

- A. To manage and direct the substantive work of the consultants assigned to the PROJECT including, but not limited to, providing necessary data and materials, reviewing and overseeing the revision of work products, and supporting public outreach efforts.
- B. To provide AUTHORITY and MTC with copies of reports and other documents developed as part of the PROJECT scope. These reports and documents shall carry the following notation on the front cover of title page:

"The preparation of this report has been financed through a grant from the U.S. Department of Transportation and the Federal Highway Administration. Content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation."

MTC, AUTHORITY, and any federal agency providing funding under the terms of this AGREEMENT shall have the right to reproduce, publish or otherwise use, or authorize others to use the information developed from this PROJECT.

- C. To provide the required local match for the PDA Planning Grant Program funds in either staff time or direct reimbursement to the AUTHORITY. AUTHORITY will offset a portion of this required local match using AUTHORITY staff time.
- D. To document staff time and costs expended on the PROJECT in a form consistent with Exhibit B, or any revisions to Exhibit B needed to make it consistent with the Caltrans Local Assistance Procedures Manual, and submit to CCTA within 20 days of the end of each quarter during which the PROJECT is ongoing. In addition, SPONSOR agrees to provide AUTHORITY with monthly or quarterly progress reports and financial information as may be reasonably requested by AUTHORITY or MTC.

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Authority and the City of Oakley

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E. SPONSOR acknowledges that the AUTHORITY may redirect funding for the PROJECT in the event that the PROJECT is delayed or fails to be completed. SPONSOR shall use its best efforts to notify AUTHORITY in writing in the event that it encounters difficulty that is expected to delay the timely performance of the PROJECT, and AUTHORITY agrees to cooperate with SPONSOR to work out a mutually satisfactory course of action with SPONSOR.

F. **RECORDS AND AUDITS:**

1. **RECORDS:** SPONSOR shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this AGREEMENT for a minimum of three (3) years following completion or termination of PROJECT and, if any litigation, claim, negotiation, audit, or other action has been started prior to the end of such three (3) years, then until the completion of the action and any resolution of all issues which arise from it, or the end of the three (3) year period, whichever is later. SPONSOR shall maintain books and accounts in accordance with generally accepted accounting principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 *et seq.*, when applicable, and other matters in connection with the performance of SPONSOR'S contracts with third parties pursuant to Government Code Section 8546.7, SPONSOR and its contractors and subcontractors shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and make the same available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment by AUTHORITY hereunder. AUTHORITY, MTC, the California State Auditor, the federal Department of Transportation (DOT), Federal Highway Administration (FHWA), Comptroller General of the United States or federal auditors shall have access to any books, records, and documents that are pertinent to this AGREEMENT or the PROJECT for audits, examinations, excerpts, and transactions and copies thereof shall be furnished by SPONSOR if requested.

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2. **AUDITS:** SPONSOR will provide thorough and complete accounting for all funds expended in the performance of this work to the degree necessary to permit regular examination by AUTHORITY, MTC, the California State Auditor, the Comptroller General of the United States or federal auditors and consistent with 49 Code of Federal Regulations, Part 18. SPONSOR shall permit authorized representatives of DOT, the Comptroller General of the United States, FHWA, MTC and AUTHORITY to inspect and audit all data and records relating to SPONSOR's performance under this Agreement, including data and records pertaining to subcontracts. All accounting records, data, and supporting documentation will remain available for review and audit for a period of not less than three years after submission by MTC of the final expenditure report for federal contracts providing funds under this AGREEMENT. SPONSOR shall be responsible for meeting audit requirements of the "Single Audit Act of 1984" as implemented by OMB Circular A-133 and any revision or supplement thereto. SPONSOR shall annually submit to AUTHORITY and MTC one copy of its audit completed in accordance with the above-described single audit requirements within 30 days after completion of the audit, but no later than one year after the end of the audit period. If SPONSOR fails to comply with the above audit requirement, AUTHORITY is not required to provide any PDA Planning Grant funds under this AGREEMENT until such audit has been submitted.

## Section II

### **AUTHORITY AGREES:**

- A. To obtain authorization from Caltrans and FHWA to use the \$2.745 million in regional federal funds for the PDA Planning Grant Program in Contra Costa.
- B. To provide consultant planning support services for the PROJECT consistent with the scope of work and milestone schedule in Exhibit A.
- C. To offset a portion of the required local match using AUTHORITY staff time.

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- D. To assist SPONSOR in delivering the project.
- E. To submit invoices for work on the PROJECT conducted by the consultant team and SPONSOR consistent with the requirements of Caltrans and FHWA.
- F. To provide forty-eight hours written notice of any audit to be conducted relating to this AGREEMENT.
- G. To comply with the requirements of the AGREEMENT as applicable to the AUTHORITY.

### Section III

#### THE PARTIES MUTUALLY AGREE:

- A. **TERM:** The Termination Date for this AGREEMENT shall be 36 months from the date this AGREEMENT is executed unless terminated at such other time by the written consent of all the parties hereto. Termination Date may be modified only if mutually agreed to in writing by both SPONSOR and AUTHORITY.
- B. **ADDITIONAL ACTS AND DOCUMENTS:** Each party agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of the AGREEMENT.
- C. **AMENDMENT:** This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
- D. **ASSIGNMENT:** SPONSOR may not assign, transfer, hypothecate, or pledge this AGREEMENT to any other party.

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E. **INDEMNITY:** It is mutually understood and agreed, relative to the reciprocal indemnification of AUTHORITY and SPONSOR:

1. SPONSOR shall indemnify, defend, and hold harmless AUTHORITY and AUTHORITY's Board, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of SPONSOR, its officers, employees or agents, or subcontractors or any of them by reason of anything done or omitted to be done by SPONSOR under or in connection with any work, authority or jurisdiction delegated to SPONSOR under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, SPONSOR shall fully indemnify and hold AUTHORITY harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done or imposed by obligation of law or assumed by SPONSOR under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to SPONSOR under this AGREEMENT.
  
2. AUTHORITY shall indemnify, defend, and hold harmless SPONSOR and SPONSOR's council, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AUTHORITY, its officers, employees or agents, or subcontractors or any of them by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully indemnify and hold SPONSOR harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done or imposed by obligation of law or assumed by AUTHORITY under this AGREEMENT or in

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connection with any work, authority, or jurisdiction delegated to AUTHORITY under this AGREEMENT.

F. **COMPLIANCE WITH LAWS:** AUTHORITY and SPONSOR shall comply with all applicable federal and State laws and regulations regarding the work performed and the reimbursements and funds requested or used under this AGREEMENT.

G. **NOTICES:** Any notice which may be required under this AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing by the parties hereto.

**SPONSOR:**

Joshua McMurray  
Planning Manager  
3231 Main Street  
Oakley CA 94561

**AUTHORITY:**

Brad Beck  
Senior Transportation Planner  
2999 Oak Road, Suite 100  
Walnut Creek CA 94597

H. **TERMINATION OR CANCELLATION:**

1. By written mutual consent of both parties, this AGREEMENT may be terminated at any time.
2. Either party may terminate this AGREEMENT at any time for cause pursuant to a power created by this AGREEMENT or by law, otherwise than for breach, by giving written notice of termination to the other party which shall



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specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Payment shall be made by the AUTHORITY for all services rendered by SPONSOR to the PROJECT pursuant to this AGREEMENT up to the time of termination, subject to any expenditure limits applicable to this AGREEMENT.

3. This AGREEMENT may be canceled by a PARTY for breach of any obligation, covenant, or condition hereof by the other PARTY, upon written notice to the breaching PARTY. With respect to any breach that is reasonably capable of being cured, the breaching PARTY shall have 30 days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed a reasonable time to cure, not to exceed thirty (30) days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of this Section, except that the canceling PARTY also retains any remedy for breach of the whole contract or any unperformed balance.

I. **ENTIRE AGREEMENT:** This AGREEMENT is the entire AGREEMENT among AUTHORITY and SPONSOR relating to the subject matter of this AGREEMENT. AUTHORITY and SPONSOR acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this AGREEMENT in executing this AGREEMENT.

J. **SEVERABILITY:** Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the AUTHORITY of SPONSOR to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

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K. **WAIVER:** No waiver by a PARTY of any default or breach of any covenant by the other PARTY shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this AGREEMENT shall be effective unless in writing and signed by the waiving PARTY.

L. **CONTROLLING LAW AND VENUE:** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and venue shall be in Contra Costa County.

M. **AUTHORITY:** All PARTIES executing this AGREEMENT represent and warrant that they are authorized to do so.

N. **COUNTERPARTS:** This AGREEMENT may be executed in counterparts.

O. **LIMITATIONS:** All obligations of AUTHORITY under the terms of this AGREEMENT are expressly subject to the AUTHORITY'S continued authorization to receive and expend federal funds as the Congestion Management Agency for Contra Costa County. If for any reason the AUTHORITY'S right to receive and expend such federal funds is terminated or suspended in whole or part, the AUTHORITY shall promptly notify SPONSORS, and the PARTIES shall consult on a course of action. If, after twenty five (25) working days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the AUTHORITY to expend sales tax proceeds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of the AUTHORITY under all outstanding contracts, agreement to other obligations of the AUTHORITY, of funds for such purposes.

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P. **EXHIBITS:** EXHIBITS A through C are hereby incorporated by reference and made a part of this AGREEMENT. The exhibits are as follows: EXHIBIT A: Scope of Work; EXHIBIT B: Invoicing Procedure; EXHIBIT C: AUTHORITY boardletter approving PDA Planning Grant.

**AUTHORITY**

**SPONSOR**

BY: \_\_\_\_\_  
Julie K. Pierce  
Chair

BY: \_\_\_\_\_  
Bryan Montgomery  
City Manager

**ATTEST:**

**ATTEST:**

BY: \_\_\_\_\_  
Randell H. Iwasaki  
Executive Director

BY: \_\_\_\_\_  
Libby Vreonis  
City Clerk

APPROVED as to legal form:

APPROVED as to legal form:

BY: \_\_\_\_\_  
Malathy Subramanian  
Authority Counsel

BY: \_\_\_\_\_  
Derick P. Cole  
City Attorney

## Exhibit A

### Scope of Work

Specific scope elements will require the analysis of land patterns, uses, transportation needs and real estate market potentials by the land use, economic and transportation teams individually and their combined strategic application to the issues and potentials at hand. As noted in the July application this includes:

*The expectation is that the Market Demand Analysis and Land Use and Development Alternatives Study will provide the City vital information relevant to the benefits a San Joaquin JPA Station and/or a Tri Delta Transit park and ride lot would bring to the Downtown PDA in terms of economic expansion including new retail/commercial uses as well as job creation. The City is also seeking information regarding the feasibility of TOD near or around such a train station or transit lot. Detailed mapping of potential project sites and TOD opportunity areas would be expected, as well as corresponding pro forma analysis that outlines the market feasibility of a transit station and surrounding TOD development.*

The outline project schedule anticipates that this study can be completed within a 16 to 18 week period.

#### Summary of Work Tasks

##### *Task 0: Review and Confirm Scope, Schedule and Budget*

The P+W team will work with City staff to refine and confirm the proposed scope of work, schedule and budget.

##### *Task 0 Deliverable*

- Refined scope of work, schedule and budget.

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***Task 1: Project Initiation***

*1.1 Project Start-Up and Client Meeting*

The P+W team will commence the project with a kick-off meeting with City Staff to confirm project goals, overall approach, scope of work, project schedule, communication protocols, key stakeholders and available base information.

*1.2 Communications and Management Protocols*

P+W will draw upon its experience as prime consultant to multi-firm, multi-disciplinary teams in order to tailor the communication protocols to this project.

Working jointly with City staff, the P+W Project Manager (PM) will be developing meeting agendas and meeting minutes for all key team meetings that will be distributed to required attendees by the P+W PM.

Management actions are critical to the success of the project. As such, close coordination will be necessary between the P+W PM and the City's PM at each step in the process. Regular phone calls and exchange of e-mail messages are anticipated as part of this process.

*1.3 Document Control*

P+W will establish the minimum software requirements needed by each of the sub-consultants (and in discussion with the City), to ensure an easy share of document and information between the consultant team members.

*Task 1 Deliverables*

- Final scope of work
- Project Schedule
- Communication and management protocols as needed.

***Task 2: Existing Conditions Analysis and Potential Site Activity***

The P+W team will examine existing conditions within the study area pertaining to:

- Land uses, patterns and urban form
- Urban design character
- Market values of different real estate types
- Circulation and transportation.

The P+W team will use this information to analyze opportunities and constraints in relation to transit oriented development and transit facility planning overall and with a particular focus on the City's target sites.

EPS will gather pricing data for residential and retail and live/work uses in this task. EPS will also integrate information related to potential mobility improvements from a park and ride location (for Tri Delta Transit buses) and/or a train platform (San Joaquin JPA commuter trains) from Fehr & Peers (FP).

The transportation team will also complete existing conditions analyses, circulation mapping, and assembly of available transit information and projections.

***Task 2 Deliverables***

- Base map(s)
- Summary memorandum; opportunities and constraints
- Preliminary list of evaluation criteria
- Draft technical memorandum on transportation usage of proposed transit site

***Task 3: Development and Evaluation of Land-Use Alternatives***

***3.1 Development of Alternatives***

Based on information gathered during Tasks 1 and 2, the P+W team will work with City staff to develop up to three land use alternatives for the project study area. The P+W

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team will prepare preliminary concept plans for the project area. Key development or 'opportunity' sites will be identified as part of the concept plan.

EPS will research local development costs for multistory building types such as pure residential, residential mixed-use, pure office, and office and retail mixed-use. Based on these costs and market information gathered in a previous task, EPS will prepare up to four (4) financial *pro formas* for prototypical development types likely to include two to four-story building types.

FP will develop a range of potential target site activity, in terms of both transit riders and the passenger mode of access to the station area, on a typical weekday under two scenarios: one in which the agreed upon target site is used only as a Tri-Delta Transit park and ride lot, and the other in which the site hosts both a park and ride and a San Joaquin rail station.

### *3.2 Evaluation of Land-use Alternatives*

Each alternative will be evaluated with respect to the project goals established with City staff during Task 1 to help illustrate the differences between the alternative proposals. The evaluation will include the relative merits of the development opportunities. Evaluation of alternatives will include analyzing density and land use, distribution and amount of open space, opportunity site potential, use of identified opportunity sites, impacts on traffic/parking and vehicle trip generation.

The P+W team will summarize all of the evaluation criteria described above in a 'pros and cons' matrix which will provide an easily understandable overview of the relative merits of the three schemes.

The P+W team will prepare a presentation of the concept alternatives and evaluation criteria to the Planning Commission/City Council for their input into the decision making process.

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*Task 3 Deliverables*

- Alternative concept plans
- Summary of market findings, pro forma results, research documentation and supporting tables. Alternatives evaluation matrix
- Summary of economic dimensions of alternative transit facility proposals

*Task 4: Refinement of Preferred Plan*

Based on direction from City Staff, Planning Commission/City Council, the team will prepare and document the preferred concept plan and programs for the project study area. The preferred plan may be one of the three alternatives generated during Task 3 or it may be a hybrid which incorporates favorable aspects of each of the alternative (to the extent possible) into a single scheme.

The preferred plan will confirm land-use designations and development densities, conceptual station location, proposals for 'opportunity' sites, circulation and parking layouts, any proposed modifications to the road network and any proposed open space, streetscape and public realm improvements.

*Task 4 Deliverables*

- Draft preferred plan
- Final technical memorandum on transportation usage of proposed transit site

*Task 5. Preferred Plan Report*

The P+W team will prepare a Draft Preferred Plan Report for review by City staff. The Report will incorporate the preferred plan, programs, and technical data prepared in previous tasks. As necessary, the Report will include supporting plans, diagrams, sketches, and pictures to convey, illustrate, and amplify the preferred plan. The P+W team will prepare a presentation of the preferred plan to the Planning Commission/City Council.



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*Task 5 Deliverables*

- Draft preferred plan report
- Final preferred plan report

## Exhibit B

### Invoicing Procedures

#### PROCEDURE FOR INVOICES PREPARED BY SPONSOR FOR SUBMITTAL TO AUTHORITY:

- I. SPONSOR shall prepare and submit invoices to AUTHORITY on a quarterly basis (January-March, April-June, etc.) within 20 calendar days of the close of each quarter;
  
- II. Each invoice shall include
  - A. A cover letter signed by the SPONSOR's authorized representative that includes the following:
    1. The quarterly period for which the invoice applies
    2. A sequential billing number (1, 2, 3,...etc.)
    3. Reference to this AGREEMENT, including this Cooperative Agreement number
    4. A summary of progress on the PROJECT during the period covered by the invoice
    5. A summary of costs incurred by SPONSOR staff and during the period covered by the invoice that SPONSOR will use for its required local match, and
    6. Cumulative local match provided to date
  
  - B. A table summarizing staff costs incurred that includes:

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1. Name and title of each staff person
  2. Total hours worked during the period covered
  3. Hourly rate, which is comprised of the base salary plus benefits for that employee
  4. Total cost for each employee during the period covered by this invoice
  5. Sum of costs for all employees during the period covered by this invoice
- C. A detailed listing of each day an employee worked on PROJECT during the period covered and the number of hours that employee worked on that day and the total number of hours that employee worked on PROJECT during the period covered
- D. SPONSOR may provide the information outlined in Items A, B and C in an alternative format with prior approval of AUTHORITY

**Planning Committee STAFF REPORT**

Meeting Date: September 3, 2014

<b>Subject</b>	<b>Approval of Recommended PDA Planning Grant Program</b>
<b>Summary of Issues</b>	MTC gave the Congestion Management Agencies, including the Authority, the responsibility for carrying out part of the Priority Development Area (PDA) Planning Grant Program. It allocated \$2.745 million to the Authority for PDA planning grants in Contra Costa. To implement the program, the Authority released a request for qualifications in March for on-call consultant teams to support the planning grants and a call for projects in June for the planning grants themselves. Working with review committees made up of local staff, Authority staff has developed a recommended list of consultant teams and planning grants.
<b>Recommendations</b>	Staff recommends approval of recommended PDA Planning Grants and list of on-call consultant teams.
<b>Financial Implications</b>	MTC allocated \$2.745 million in federal STP funds for PDA Planning Grants in Contra Costa. These funds will require a local match of \$357,000. This match can be provided through in-kind services.
<b>Options</b>	The Planning Committee could reject or revise the recommendations.
<b>Attachments (See PC packet dated 9/3/14)</b>	<ul style="list-style-type: none"> <li>A. Recommended Consultant Teams</li> <li>B. Summary of Recommended Planning Grants</li> <li>C. Schedule for PDA Planning Grants</li> </ul>
<b>Changes from Committee</b>	None

**Background**

As part of its Resolution 4035, MTC allocated \$2.745 million to the Authority to fund the PDA Planning Grant Program in Contra Costa. According to Resolution 2035, “[g]rants will be made to jurisdictions to provide support in planning for PDAs in areas such as providing housing, jobs, intensified land use, promoting alternative modes of travel to the single occupancy vehicle, and parking management.”

The Authority's Initial PDA Strategy included the criteria and process for implementing the program in Contra Costa. This process included the following steps:

1. Establish a list of consultant teams with the capacity to provide eligible planning services and enter into contracts with them.
2. Select projects to receive planning grants and enter into agreements with project sponsors to spell out responsibilities, including provision of local match.
3. Work with project sponsors to select consultant teams to prepare the planning studies and develop a detailed scope and schedule for each.
4. For each planning study approve task orders outlining the detailed scopes and schedules.
5. Working with project sponsors and consultants, support the development of the planning studies.

*Recommended List of Consultant Teams*

On March 7, 2014, the Authority released a Request for Qualifications (RFQ) No. 14-1 for consultant teams interested in preparing a variety of planning studies for local agencies that would support the development of Priority Development Areas, or PDAs, in Contra Costa.

The RFQ required that firms or teams responding have sufficient experience and comprehensive skills in:

- Transportation planning, design and analysis
- Land use and urban design
- Developer financing, residential and commercial market assessment, project implementation, and economic revitalization
- Environmental assessment, and
- Community outreach.

In response, the Authority received qualifications from 14 consultant teams:

- ARUP
- BMS Group
- Community Design & Architecture Inc.
- Dyett & Bhatia
- Kittelson & Associates
- MIG
- Opticos Design
- Perkins + Will
- Placeworks
- PMC
- Raimi + Associates
- Stantec
- TJKM Transportation
- Wallace Roberts & Todd (WRT)

The qualifications were reviewed by a committee made up of local staff familiar with land use and transportation planning, especially in PDAs or infill areas, and Authority staff. (The committee was made up of Leigha Schmidt, City of Pittsburg; Carol Johnson, City of Concord; Debbie Chamberlain, City of San Ramon; Yvetteh Ortiz, City of El Cerrito; and Brad Beck, Authority staff.) After reviewing the submitted qualifications, the committee selected six teams to interview. As a result of the interviews, the committee recommended the following five teams to provide consultant support for the PDA planning studies:

1. ARUP
2. Opticos Design
3. Perkins + Will
4. Raimi + Associates
5. Wallace Roberts & Todd (WRT)

The review committee recommended ARUP, Perkins + Will and WRT as the three firms that most clearly met the scoring criteria and would be able to provide the services most likely to be needed for the planning activities selected for funding. The review committee also agreed that both Raimi and Opticos had experience and skills that might also be useful for local agencies: Raimi has a focus on health and design that is an increasingly important concern in planning, while Opticos has the greatest experience in form-based codes which could also be useful to a local agency. A full list of the teams, including proposed subconsultants, is included in Attachment A.

#### *Recommended List of Planning Grants*

The Authority released a call for projects for the PDA Planning Grants on June 3, 2014. In response, the Authority received ten applications as shown in the following table. A summary of the proposed scopes of work for the proposed planning studies is included in Attachment B.

The \$2.716 million requested is \$29,000 less than the \$2.745 million available for the grants, which means that the Authority could fund all ten of the applications. Because there is sufficient funding available to approve all ten applications, the committee reviewed the applications only for their eligibility for the program. The committee, made up of local and Authority staff, agreed that nine of the applications were clearly eligible for the program funding. They did, however, have questions about the scope of the Sustainable Communities Strategy (SCS) by Strengthening Public Health Plan proposed by the City of San Pablo that they felt needed to be clarified before approving its request. The reviewers were unsure what the "branding" task involved and whether it was an eligible component of the program. Authority staff is working with the City of San Pablo to clarify the scope and project purpose.

<b>Project</b>	<b>Applicant</b>	<b>Request</b>	<b>Local Match Required*</b>
City of Oakley Downtown PDA Market Study	Oakley	\$100,000	\$13,000
San Pablo Avenue Complete Streets	Contra Costa County	\$300,000	\$39,000
PDA Market and Fiscal Analysis	Martinez	\$200,000	\$26,000
Moraga Center Specific Plan Implementation Strategy	Moraga	\$150,000	\$20,000
SCS by Strengthening Public Health Plan	San Pablo	\$149,000	\$20,000
Grant, Salvio, and Oak Street Corridor Plan	Concord	\$250,000	\$33,000
Downtown Congestion Study for Implementing Lafayette's PDA	Lafayette	\$450,000	\$59,000
El Cerrito San Pablo Ave PDA Implementation Plan	El Cerrito	\$317,000	\$42,000
San Ramon IRH Trail Bike/Ped Overcrossings Bollinger Canyon & Crow Canyon Rd – Environmental Clearance	San Ramon	\$150,000	\$20,000
North Downtown Specific Plan	Walnut Creek	\$650,000	\$85,000
<b>Totals</b>		<b>\$2,716,000</b>	<b>\$357,000</b>

\* To receive federal funds, sponsors must provide local match of 11.47 percent. This match can be provided through either staff time or direct financial contributions. The Authority will provide the majority of this match through the funding of the PDA Planning Grant contract managers and assume the remainder would be provided through local staff time.

*Procurement of Contract Planning Manager Consultant Support*

Due to the number of meetings and workload involved in overseeing and participating in ten planning studies, it was necessary to procure additional consultant support services to help implement the PDA Planning Grant Program. In March, the Authority approved agreements with two contract planning managers — Paul Fassinger of CTP Consulting and Paul Krupka of Krupka Consulting — to provide this support. The total cost for the two contracts is \$220,000, to be funded through Measure J Regional Planning (Org. OCP-18A).

The contract planning managers will be responsible for working with project sponsors to match the consultant teams to the planning studies; to develop the scopes of work and budgets for the studies; to assist with contract negotiation and preparation, to prepare memoranda of understanding (MOUs) and task orders for the studies; to facilitate the studies themselves; and to prepare the invoicing to Caltrans.

*Providing Local Match*

As noted above, to receive federal funds through the PDA Planning Grant program, sponsors must provide a local match of 11.47 percent of the total cost of the planning project. In practice, this means that the Authority will receive 88.53 percent back in federal funds of the

total amount invoiced. The \$2.745 million in federal STP funds allocated for the PDA Planning Grants program will require a local match of \$357,000.

In the Authority's agreement with FHWA, some or all of the local match can be provided through in-kind staff or consultant services funded with non-federal funds. The Authority also may apply the \$220,000 in Measure J funds for the contract planning managers overseeing implementation of the PDA Planning Grant program to provide part of the required match. Project sponsors may use their staff time — if properly documented and invoiced in a timely manner — to provide the remaining local match required.

#### *Assigning Consultant Resources and Developing Scopes of Work*

Once the Authority approves the list of consultant teams and planning grants, the Authority's PDA planning managers would work with project sponsors to select the "best fit" to assign consultant teams to planning studies. Authority staff would then work with the consultant teams to refine the consultant scopes of work and determine the final budgets for each study.

This process will likely be iterative, with considerable back and forth between the various parties involved. At present, the grant requests are \$29,000 below the total available in grant funding. The Authority intends to use these remaining funds as a contingency to allow for potential changes in scope or schedule.

Authority staff will begin the process of matching consultants and planning studies, setting budgets and scopes, and developing the consultant contracts and sponsor MOUs in September/October. We expect this process to take six to eight weeks with Authority approval of contracts and MOUs in December.

#### *TCC Review*

At its meeting on August 21, 2014, the TCC recommended approval of the proposed PDA planning grants and the proposed list of consultant teams. Committee members had a number of questions on the process for matching sponsor projects to consultant teams. One TCC member recommended that Authority staff send the qualifications for each team to the sponsors. Staff agrees that this would be an appropriate first step.

A representative from the Building Industries Association noted its opposition to using federal transportation funds for land use planning. Authority staff noted that MTC created the program as a key strategy in *Plan Bay Area* for encouraging development in PDAs and achieving required greenhouse gas emissions reduction goals.



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## STAFF REPORT

**Date:** Tuesday, March 10, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Acceptance of work associated with CIP Project No. 141 – Main Street Median Project (Empire Avenue to Vintage Parkway)

### Introduction

The City's adopted FY 2014/15 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

### Background and Analysis

Capital Improvement Project No. 141 rehabilitated the medians along Main Street from Empire Avenue to Vintage Parkway. This landscaping and irrigation was installed by Caltrans decades ago, was outdated, and did not meet the current design standards for the City's medians. Additionally, the stamped concrete in these medians were cracked or broken in numerous locations. This project replaced the landscaping, irrigation, and portions of the old stamped concrete with newly updated sections that are now to City standards and have created a more enhanced and updated look to downtown.

### Summary

This project replaced the old irrigation with new irrigation lines that now meet the reduced water demand requirements. New shrubs and trees were added to the median and portions of the old concrete were replaced with new stamped concrete. In addition, a color stain was applied to the concrete to give it a consistent look and to reduce fading. The successful completion of this project also adds a new asset to the City of Oakley's public infrastructure system and enhances the appearance and aesthetics of the Main Street corridor. The collaborative effort between City staff and the contractor resulted in a successful project with minimal inconveniences that may often result from a construction project.

### Fiscal Impact

The City Council approved the construction of this median island landscaping project with a total authorized budget (including contingency) for \$543,182. The construction contract was successfully completed under the authorized budget for \$509,957.50.

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

**Recommendation**

Staff recommends that the City Council Adopt the Resolution accepting CIP Project No. 141 – Main Street Median Improvement Project (Empire Ave to Vintage Parkway) as constructed by Star Construction, Inc., to be complete, and to direct the City Clerk to file a Notice of Completion for the project with the County Recorder.

**Attachments**

- 1) Resolution
- 2) Notice of Completion

RESOLUTION NO. \_\_-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING AS COMPLETE THE WORK PERFORMED BY STAR CONSTRUCTION, INC., FOR CIP PROJECT NO. 141 – MAINSTREET MEDIAN IMPROVEMENT PROJECT (EMPIRE AVENUE TO VINTAGE PARKWAY)**

**WHEREAS**, McArdle Design Inc., prepared plans, special provisions, and cost estimates related to CIP Project No. 141 – Main Street Median Improvement Project (Empire Avenue to Vintage Parkway); and

**WHEREAS**, on September 9, 2014, by adopting Resolution No. 77-14, the City Council awarded a construction contract to Star Construction, Inc., for the construction of CIP No. 141 – Main Street Median Project (Empire Avenue to Vintage Parkway); and

**WHEREAS**, during the life of the project three change orders were issued, and the final invoiced amount is \$509,957.50; and

**WHEREAS**, Star Construction, Inc. has satisfied the contractual requirements necessary for the acceptance of CIP No. 141 to be deemed as complete.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that CIP Project No. 141 – Main Street Median Improvement Project (Empire Avenue to Vintage Parkway) is hereby accepted as complete.

**BE IT FURTHER RESOLVED AND ORDERED**, that the City Clerk is hereby directed to file a Notice of Completion for CIP No. 141 with the County Recorder.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 10<sup>th</sup> of March, 2015 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

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

**WHEN RECORDED MAIL TO:**

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

**RECORDING REQUESTED BY:**

City Of Oakley  
3231 Main Street  
Oakley, Ca 94561

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**NOTICE OF COMPLETION**

**CIP 141 – Main Street Median Improvement Project (Empire Avenue to  
Vintage Parkway)**

NOTICE IS HEREBY GIVEN THAT:

The CITY OF OAKLEY, a political subdivision of the State of California, did, on September 9, 2014, enter into an agreement with Star Construction, Inc., for construction of Capital Improvement Program Project Number 141 – Main Street Median Improvement Project (Empire Avenue to Vintage Parkway).

The work described in the contract documents was to furnish all material, labor, and equipment necessary to complete CIP No. 141 – Main Street Median Improvement Project (Empire Avenue to Vintage Parkway). The project limits are located on Main Street from Empire Avenue to Vintage Parkway.

On March 10, 2015, said contract, as a whole was completed and the work was accepted by the City Council of the City of Oakley.

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

Executed at Oakley, Contra Costa County, State of California, on \_\_\_\_\_.

By: \_\_\_\_\_  
Libby Vreonis, City Clerk  
City of Oakley, California



## STAFF REPORT

Approved and forwarded to City Council

Bryan H. Montgomery, City Manager

**Date:** March 10, 2015

**To:** City Council

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

**Subject:** Lease Agreement with Slow Foods Delta Diablo to establish a Community Garden on a portion of Creekside Park located at 3900 Creekside Way in Oakley.

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### Summary and Background

In May of last year the City Council approved a short-term lease agreement with Slow Foods Delta Diablo (SFDD) to establish a community garden on the Moura Property located at 1250 O'Hara Avenue. Some portions of the project moved forward, however, some complications accessing water and the short duration of the lease caused some concern.

An alternative location has been found that we believe establishes a "win-win" situation. The former BMX area at Creekside Park is rarely if ever used and has become a maintenance problem. It is an area that is already fenced and has close access to the Park's well water. There is also parking on site and on-site restrooms.

The proposal is for the Oakley Community Garden and Farm group (as an affiliate of SFDD) to relocate the garden effort from the Moura Property to the former BMX area at Creekside Park. Attached is a letter from SFDD outlining the proposal. Staff suggests a few clarifications, but recommends approval.

These changes include a charge for the well water and that the nearby pavilion be available to the group, but following the regular reservation process through the Recreation Division. (This provides free "drop-in" use, but a fee for a set reservation). There is a cost of the well water (electricity and pump maintenance) and much of the use of with the garden is for *private* plots and some charge, even a nominal one as is proposed in the Lease Agreement, should be charged.

### Fiscal Impact

The proposed lease agreement has Slow Foods Delta Diablo paying \$12 per year for rent and \$250 per year for water (this amount for water may need to be evaluated as usage is monitored over the next couple of years).

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**Recommendation**

Adopt the resolution approving the Lease Agreement with Slow Foods Delta Diablo to establish a community garden program on a portion of Creekside Park located at 3900 Creekside Way and authorize the City Manager to execute the Agreement.

**Attachments**

1. Letter from Slow Foods Delta Diablo
2. Resolution
3. Proposed new Lease Agreement
4. Existing Lease Agreement with Slow Foods Delta Diablo



**Slow Food®**  
Delta Diablo

February 26, 2015

To: Mayor and City Council  
City of Oakley

From: Shelley Somersett  
Chair Slow Food Delta Diablo

To Whom It May Concern:

Re: Oakley Community Garden/Farm

Slow Food Delta Diablo is pleased to continue to serve as Oakley Community Garden/Farm's (OCGF) fiscal sponsor.

Slow Food Delta Diablo (SFDD) is a local convivial subordinate organization of Slow Food U.S.A., a 501(c)(3) non profit organization.

On February 10, 2015, as fiscal sponsor, Slow Food Delta Diablo received notification that Paul Seger, the current Director, made the decision to step down from the Director position of Oakley Community Garden and Farm (OCGF). Shawn Horrocks, the Vice Director is taking on the responsibility of leading OCGF by unanimous vote at the OCGF Meeting held on February 17, 2015.

On February 19, 2015 Shelley Somersett of SFDD and Shawn Horrocks of OCGF met with Kevin Rohani, Oakley City Engineer, to discuss the status of the Moura Property Lease and the proposed lease of the Creekside Park site formerly known as the BMX Park. The OCGF is interested in accepting the City's offer of the Creekside Park site as the future home of OCGF. SFDD and OCGF have agreed to the following offers that will be submitted to the Oakley City Council for Council approval on March 10, 2015.

- ⊙ **The amended lease agreement would include the following from the City of Oakley:**
- ⊙ A ten year lease to OCGF
- ⊙ Clean up, grade, add top soil and till the site
- ⊙ Coordination of Installation of the irrigation piping and hose bibs supplied by OCGF to the garden and garden plots.
- ⊙ Irrigation system maintenance for the garden would thereafter be the responsibility of OCGF
- ⊙ Remove BMX signage
- ⊙ Coordination of installation of sign supplied by the Oakley Community Garden
- ⊙ Periodic use of the Pavilion for community educational events at no charge to OCGF
- ⊙ Allow access to well water
- ⊙ Water cost to be reflected in annual lease amount
- ⊙ Allow two picnic tables ( Eagle Scout Project), tool shed, small greenhouse, row covers, beehives, compost bins and an informational bulletin board (location of bulletin board to be approved by City's Parks and Landscape Manager
- ⊙ Continue the Moura Property Lease through April 30, 2015
- ⊙ Amend the existing lease agreement to reflect all approved changes



- Ⓞ **Oakley Community Garden/Farm a Project of SFDD will:**
- Ⓞ Upon City Council approval of the above offers:
- Ⓞ SFDD will approve an amendment provided by the City of Oakley to the existing lease agreement of the Moura Property dated May 29, 2014
- Ⓞ Accept termination of the Moura Property access as of April 30, 2015
- Ⓞ Dispose of palettes at Moura site
- Ⓞ Continue to tend and harvest plants through April 30, 2015
- Ⓞ No new planting at Moura site
- Ⓞ Complete move from Moura site to Creekside Park by April 30, 2015
- Ⓞ Leave Moura site in condition that City can re-grade and clean site
- Ⓞ Provide Certificate of Liability Insurance for Creekside Park site
- Ⓞ Maintain a beautiful garden at Creekside Park demonstrating how to grow good, clean and fair food for one's self and the community at large.

SFDD is eager to continue our support of the Oakley Community Garden and Farm. The commitment by these Oakley citizens to growing food not only for themselves, but their community as well, is impressive. As such SFDD will continue to partner with OCGF to protect, promote and preserve our agricultural and gastronomical heritage through education, action and advocacy for good, clean and fair food.

We look forward to continuing our relationship with the City of Oakley and formalizing the new offers and objectives listed above.

Respectfully submitted,

Shelley Somerset  
Slow Food Delta Diablo

cc: Shawn Horrocks  
Gail Wadsworth

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT  
WITH SLOW FOODS DELTA DIABLO TO ESTABLISH A COMMUNITY  
GARDEN PROGRAM AT CREEKSIDE PARK, LOCATED AT 3900  
CREEKSIDE WAY IN OAKLEY.**

**BE IT RESOLVED** by the City Council of the City of Oakley that the attached Lease Agreement with Slow Foods Delta Diablo, is hereby approved, and the City Manager is authorized to execute it on its' behalf.

The foregoing resolution was introduced at a regular meeting of the Oakley City Council held on the 10th day of March 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:

ABSTENTION:

ABSENT:

**APPROVED:**

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

**ATTEST:**

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

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**City of Oakley/Slow Food Delta Diablo and Oakley Community Garden**  
**A portion of Creekside Park located at 3900 Creekside Way, Oakley, CA**

**THIS LEASE AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Oakley, a municipal corporation ("CITY") and Slow Food Delta Diablo, a California nonprofit organization, acting as fiscal sponsor to Oakley Community Garden (collectively "LESSEE").

**Recitals**

- A. CITY owns Creekside Park located at 3900 Creekside, Oakley, California, a portion of which was formerly a BMX track area and the CITY has deemed this area surplus to the CITY's immediate needs (hereinafter called "the Site" or "the Property").
- B. LESSEE is currently leasing CITY property called the "Moura Property."
- C. LESSEE desires to develop and conduct community garden activities on the subject site.
- D. CITY is willing to make the site available to LESSEE upon various terms and conditions.

**Now, therefore, the parties agree as follows:**

1. **PROPERTY TO BE LEASED:** The property which is the subject of this Lease is generally depicted on the attached Exhibit "A", being a portion of Creekside Park located at 3900 Creekside Way, Oakley, California. The portion of the Property designated for LESSEE's use is limited to the area identified on Exhibit "A".
2. **LEASE TERM; DEFAULT:** The term of this Lease is 10 years, commencing on April 1, 2015 and terminating on March 31, 2025. If at any time the property is not being maintained to the CITY's satisfaction, or if LESSEE abandons its activities on the Property or fails to pay the rental rate and cost of water, the CITY shall provide a written notice of default. If the default is not cured within sixty (60) days, the CITY may terminate the lease.

Any extension of this Lease shall be subject to the sole discretion of CITY, which makes no representation that the Property will be available for LESSEE's continued operations following the termination date, the parties understanding that other governmental priorities for the Property may develop. CITY is under no obligation to provide relocation assistance in any form or amount.

3. **RENTAL RATE AND COST OF WATER:** Rent shall be the sum of twelve dollars (\$12) per year, payable prior to the commencement date established herein and payable by April 1<sup>st</sup> of each subsequent year of the lease term. Payable with the rental rate prior to the commencement date shall be two hundred and fifty dollars (\$250) to help cover the annual cost of the well water. LESSEE understands that the usage and overall cost of the provision of well water will be

reviewed within one (1) year of operations and an evaluation be conducted to determine if an adjusted cost of water rate is warranted (cost being eligible for increase or decrease). Any adjustment would be subject to City Council's approval.

4. **CITY'S RESPONSIBILITIES:** The CITY agrees to the following as terms of this lease:

- a. Clean up, grade, add soil amendments (if provided by LESSEE) and till the site.
- b. Coordinate access to the Park well and installation of the irrigation piping and hose bibs (provided by LESSEE).
- c. Remove existing BMX signage.
- d. Coordinate the installation of a site sign supplied by the LESSEE and approved by the CITY's Planning Division.
- e. Allow two picnic tables (Eagle Scout Project), tool shed, small greenhouse, compost bins, row covers and bulletin board (locations to be approved by the CITY's Parks and Landscape Manager).
- f. Coordinate the location of a small number of beehives, with conditions approved by the CITY's Parks and Landscape Manager. (A condition to be included is the request that beehives be removed if they become a nuisance concern to other Park patrons).
- g. To the termination of the LESSEE's existing lease of the Moura Property effective May 1, 2015.

5. **LESSEE'S RESPONSIBILITIES:** LESSEE agrees to the following as terms of this lease:

- a. To the termination of the LESSEE's existing lease of the Moura Property effective May 1, 2015.
- b. Prior to May 1, 2015, dispose of palettes and any other LESSEE-placed materials at the Moura Property.
- c. Leave Moura Property in good condition so that CITY can re-grade the site.
- d. Continue to tend and harvest plants at the Moura Property through April 30, 2015.
- e. Discontinue any new planting at Moura Property.
- f. Maintain and keep in good repair the garden site at Creekside Park which shall include regular maintenance, weeding and debris clean up. Any mud or debris from the garden operations left in the restrooms or parking lot is LESSEE's responsibility to clean.
- g. Use of the Property is limited to establishing community garden plots, which shall be available to members of the general public and Oakley community pursuant to

reasonable rules and regulations which LESSEE may adopt subject to the CITY's approval. Any cultivation of cannabis/marijuana or any crop/product prohibited or regulated by federal law is strictly prohibited, violation of which shall result in the immediate termination of this Lease. LESSEE is under an affirmative duty to patrol plots of community members to ensure compliance with this prohibition.

- h. Not sublet the Property without CITY's written approval. In the event of any unapproved subletting or assignment, this Lease shall be voidable by the CITY.
- i. Make no alterations to the Property without consent of the Parks and Landscape Manager.
- j. Maintain at all times during the term of this Lease, at its cost and expense, satisfactory liability and property damage insurance in amount of at least \$1,000,000. The CITY shall be named additional insured under such policy. LESSEE shall defend, hold harmless, and indemnify the CITY, its officers, agents and employees from any claim, damage or liability associated with its use and/or operations on the property. LESSEE shall notify CITY at least ten (10) days prior to the cancellation or expiration of such insurance policy.
- k. Provide to CITY executed copies of each individual gardener's signed Code of Conduct and Liability Waiver release.
- l. Not permit any public nuisance or violation of law, ordinance or regulation to occur on the property.
- m. Keep the subject property free from any and all liens or security arising from its operations and use of the property.
- n. Comply with all governmental regulations regarding operations on the property.
- o. Be responsible for any possessory interest tax which may be levied by Contra Costa County, as well as payment of any and all other taxes, liens or assessments which may be attributable to its operations.
- p. Not vacate or abandon the property. As stated herein, if the Property takes on the appearance of being abandoned or unkempt, the CITY shall notify LESSEE of his/her determination and upon LESSEE's failure to cure, CITY may thereafter declare this Lease to be cancelled and of no further force or effect.
- q. Upon termination, LESSEE shall return the property to CITY in a vacant, clean and presentable condition. If LESSEE violates this provision, the CITY may, without liability to LESSEE, remove and/or destroy any such property and may recover from LESSEE any and all costs of cleanup.

6. **VIOLATIONS:** Any violation of the terms and conditions of this Agreement shall be justification for the termination of this Lease.
7. **RIGHT TO ENTER:** CITY is hereby granted the right to enter the property and to inspect same from time to time to determine compliance with this Lease. If the property is secured, CITY shall be granted access at reasonable times.
8. **NOTICES:** Any notice, demand or communication from one party to the other shall be deemed to have been properly given if delivered by personal service upon, or by mailing the same, postage fully prepaid thereon, and addressed as follows:

To CITY :           City of Oakley c/o City Manager  
3231 Main Street  
Oakley, CA 94561

To LESSEE:       Slow Food Delta Diablo c/o Shelley Somersett  
3 Oak Knoll Loop  
Walnut Creek, CA. 94696

An emergency telephone number and email address for LESSEE shall be:  
Shawn Horrocks (925) 354-1783  
Email: [shawn@gardener.com](mailto:shawn@gardener.com)

9. **NO RELOCATION BENEFITS:** There shall be no relocation benefits, nor compensation for any improvements, interference with business or any other claim for reimbursement or damage upon the termination of this Lease or CITY's unwillingness to extend it.

**CITY OF OAKLEY, a municipal corporation**

**Slow Food Delta Diablo, a non-profit**

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

By: \_\_\_\_\_  
Shelley Somersett, Chair

ATTEST:

By: \_\_\_\_\_  
Libby Vreonis, City Clerk

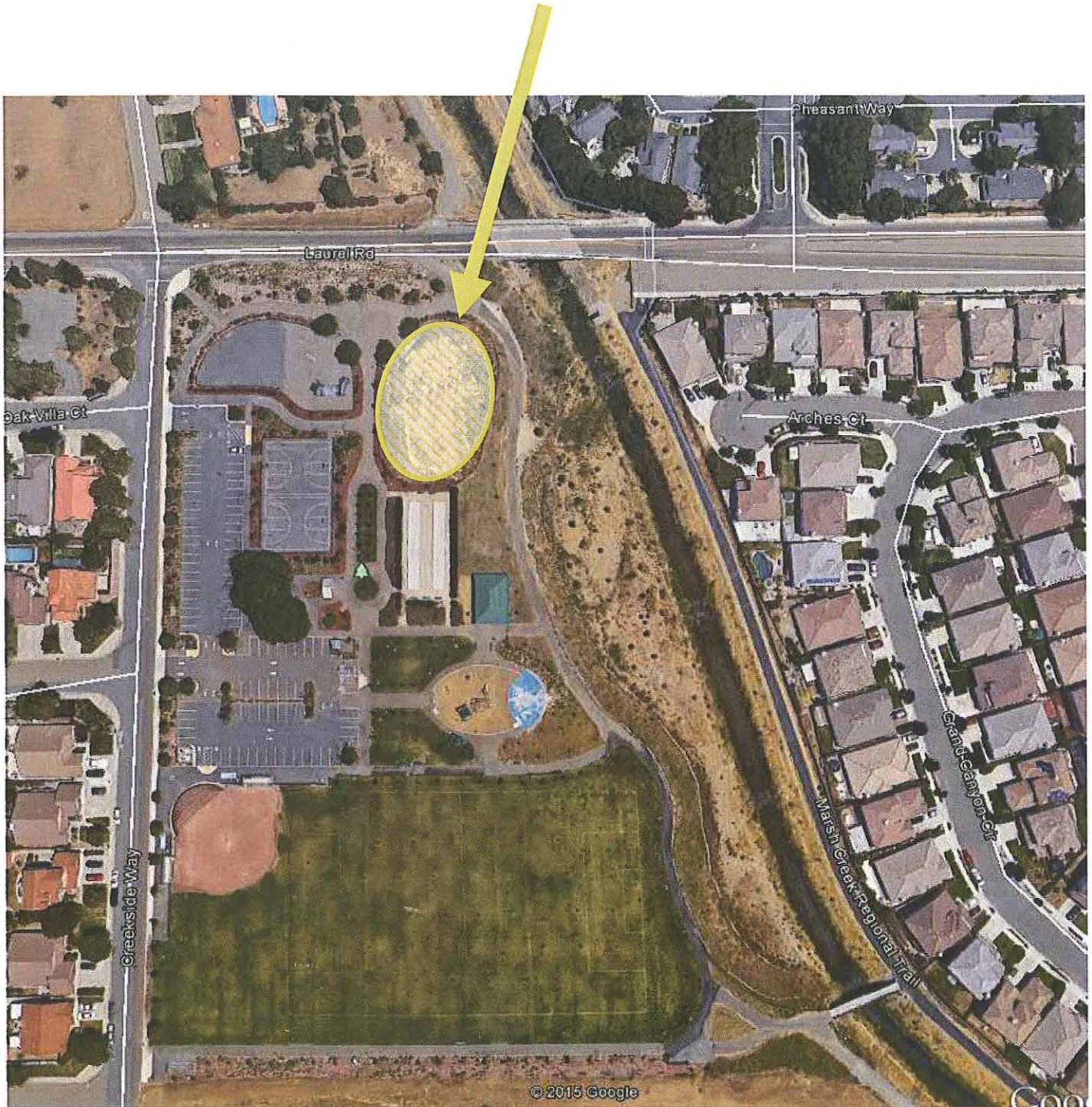
APPROVED AS TO FORM:

By: \_\_\_\_\_  
William R. Galstan, Special Counsel



## EXHIBIT A

A portion of Creekside Park designated for  
community garden activities



## LEASE AGREEMENT

## City of Oakley/Slow Food and Oakley Community Gardens

Portions of 1250 O'Hara Avenue, Oakley, CA

THIS LEASE AGREEMENT is entered into this 29<sup>th</sup> day of May, 2014 by and between the City of Oakley, a municipal corporation ("CITY") and Slow Foods Delta Diablo, a California nonprofit organization, acting as fiscal sponsor to Oakley Community Gardens (collectively "LESSEE").

Recitals

- A. CITY owns real property at 1250 O'Hara Avenue, Oakley, California, portions of which are currently surplus to the CITY's immediate needs ("the site" or "the property").
- B. LESSEE desires to develop and conduct community garden activities on the subject site.
- C. CITY is willing to make the site available on a contingent and interim basis, depending upon variables including the intensity of uses desired by LESSEE and future governmental needs for the property.

**Now, therefore, the parties agree as follows:**

- 1. The property which is the subject of this Lease is generally depicted on the attached Exhibit "A", being a portion of 1250 O'Hara Avenue, Oakley, California, portion of APN 035-211-002. The portions designated for LESSEE's use are limited to the areas identified on Exhibit "A".
- 2. The term of this Lease is 36 months, commencing on June 15, 2014 and terminating on June 15, 2017. Any extension of this Lease shall be subject to the sole discretion of CITY, which makes no representation that the property will be available for LESSEE's continued operations following the termination date, the parties understanding that other governmental priorities for the property may develop. CITY is under no obligation to provide relocation assistance in any form or amount.
- 3. Rent shall be the sum of Twelve (\$12.00) Dollars per year, payable prior to the commencement date established herein and prior to the commencement of the second year of the term.
- 4. Because LESSEE's development plan and specific intended uses for the property are not fully established at this time, the City Council directs the City Manager to supervise and monitor the scope and operation of LESSEE's proposed activities. Prior to commencing



operations, LESSEE shall submit to the City Manager or his/her designee and receive his/her approval for the following:

- a) A site plan, showing location of proposed planting areas and any improvements, all of which shall be of a temporary nature;
- b) A financial plan, indicating fees or dues to be collected and anticipated expenses and revenues;
- c) An irrigation plan, indicating the source of water. CITY makes no representation that water is available from its sources.
- d) Access driveway and parking area plan.

The City Council grants the City Manager supervisory authority over any and all rules and regulations for the use of the site, and may promulgate directives to LESSEE from time to time regarding operations on the property. Such directives shall be aimed at preserving the integrity and appearance of the property, avoiding public or private nuisances, and protecting the CITY's other operations on the city-developed portions of the site. LESSEE shall comply with any and all such directives, subject to its right to appeal any such directive to the City Council for final determination.

5. The premises are leased for the purpose of establishing community garden plots, which shall be available to members of the general public and Oakley community pursuant to reasonable rules and regulations which LESSEE may adopt subject to the City's approval. Any cultivation of cannabis/marijuana or any crop/product prohibited or regulated by federal law is strictly prohibited, violation of which shall result in the immediate termination of this Lease. LESSEE is under an affirmative duty to patrol plots of community members to ensure compliance with this prohibition.
6. LESSEE acknowledges that the adjacent Oakley Recreation Buildings are rented to private parties and are also utilized by various independent and City instructors of recreation and community programs. These uses shall have priority for the utilization of the existing parking lot. Further, public restrooms are not available on an ongoing basis, but are only open for the use of these rental and recreational programs.
7. No utilities are provided as part of this Lease by the CITY unless the City determines to allow the provision of water, which would be at LESSEE's expense.
8. LESSEE shall make no alterations to the property without consent of the City Manager and, due to the potentially short term of this Lease, make no improvements of significant value for which it would seek compensation upon termination of this Lease.
9. LESSEE understands that some expansion of use of scope of the operations may require land use approvals and/or environmental review by the City of Oakley. CITY does not make any representations about whether such approvals would be granted.

10. Any violation of the terms and conditions of this Agreement shall be justification for the immediate termination of this Lease.
11. Upon termination, LESSEE shall return the property to CITY in a vacant, clean and presentable condition. If LESSEE violates this provision, the CITY may, without liability to LESSEE, remove and/or destroy and such property and may recover from LESSEE its costs of cleanup.
12. LESSEE shall keep the subject property free from any and all liens or security arising from its operations and use of the property.
13. LESSEE shall comply with all governmental regulations regarding operations on the property.
14. There shall be no subletting of this Lease without CITY approval. In the event of any unapproved subletting or assignment, this Lease shall be voidable by the CITY.
15. LESSEE shall be responsible for any possessory interest tax which may be levied by Contra Costa County, as well as payment of any and all other taxes, liens or assessments which may be attributable to its operations.
16. LESSEE shall at all times during the effectiveness of this Lease maintain at its cost and expense satisfactory liability and property damage insurance in amount of at least \$1,000,000. The CITY shall be named additional insured under such policy. LESSEE shall defend, hold harmless, and indemnify the CITY, its officers, agents and employees from any claim, damage or liability associated with its use and/or operations on the property. LESSEE shall notify CITY at least ten (10) days prior to the cancellation or expiration of such insurance policy.
17. LESSEE shall not permit any public nuisance or violation of law, ordinance or regulation to occur on the property.
18. CITY is hereby granted the right to enter the property and to inspect same from time to time to determine compliance with this Lease. If the property is secured, CITY shall be granted access as reasonable times.
19. Unless otherwise approved by the City Council, a disaffiliation between Slow Food Delta Diablo and Oakley Community Gardens shall be construed to be a material breach of this Lease.
20. Any notice, demand or communication from one party to the other shall be deemed to have been properly given if delivered by personal service upon, or by mailing the same, postage fully prepaid thereon, and addressed as follows:

To City:           City of Oakley  
                          c/o City Manager  
                          3231 Main Street  
                          Oakley, CA 94561

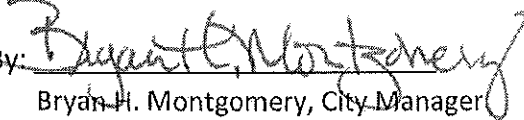
To Lessee: Slow Food Delta Diablo  
c/o Shelley Somerset  
3 Oak Knoll Loop  
Walnut Creek, CA. 94696


An emergency telephone number and email address for Lessee shall be:  
Paul Seger (714) 504-0838

21. LESSEE shall not vacate or abandon the property. If the property takes on the appearance of being abandoned, the City Manager shall notify LESSEE of his/her determination and may thereafter declare this Lease to be cancelled and of no further force or effect.
22. Given the temporary and interim nature of this Lease, there shall be no relocation benefits, nor compensation for any improvements, interference with business or any other claim for reimbursement or damage upon the termination of this Lease or CITY's unwillingness to extend it.


CITY OF OAKLEY, a municipal corporation

Slow Food Delta Diablo, a non-profit

By:   
Bryan H. Montgomery, City Manager

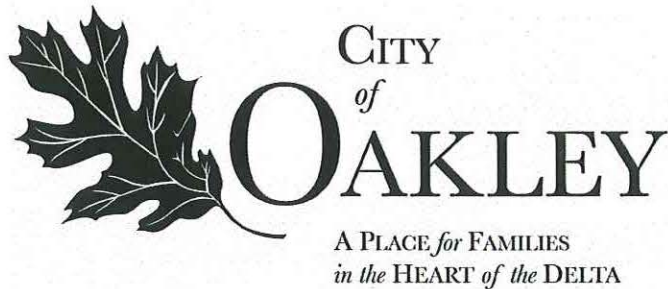
By:   
Shelley Somerset, Chair

ATTEST:

By:   
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

By:   
William R. Galstan, Special Counsel



## STAFF REPORT

Approved and forwarded to City Council

  
Bryan H. Montgomery, City Manager

**Date:** March 10, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kenneth W. Strelo, Senior Planner  
**SUBJECT:** **Subdivision 9391 at Cypress Grove (TM 02-14)**

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### Summary

This is a request by Mike Evans of DeNova Homes ("Applicant") requesting approval of a vesting tentative map to subdivide approximately 3.52 acres into 14 single family residential lots, one 0.22 acre landscaped parcel, and associated right of way improvements for the project known as "Subdivision 9391 at Cypress Grove (TM 02-14)" ("Project"). The site is located within the existing [Cypress Grove subdivision](#) north of Ironhouse Elementary School and Delta Vista Middle School (4901 Frank Hengel Way) off of East Cypress Road and Frank Hengel Way. The project site is zoned P-1 (Planned Development) District. Portion of APN 037-192-024.

Staff recommends the City Council adopt the resolution approving TM 02-14, as conditioned.

### Background

#### General Plan and Zoning

The General Plan Land Use Designation for the project site is *Single Family High* ("SH") as depicted in the [Oakley 2020 General Plan](#) Figure 2-2 (Land Use Diagram). The SH designation allows for a maximum density of 5.5 dwelling units per gross acre, per General Plan Table 2-1 (Land Use Designations Densities and Intensities). The site is zoned P-1 (Planned Development) District for the purposes of detached single family residential development.



## Surrounding Uses

The uses surrounding the property consist of single family residential homes and the adjacent middle school/elementary school site and its ancillary uses. The Cypress Grove Community Park is located approximately 200 feet north of the project site adjacent to Frank Hengel Way.

Figure 1. Aerial Photo of Project Site



## Project Description

### Vesting Tentative Map

The proposed Vesting Tentative Map (Subdivision 9391) includes the subdivision of approximately 3.52 acres into 14 single family residential lots, including one street and a landscaped parcel that will carry over to the future development of Subdivision 9080 directly adjacent to the north. The lot sizes range from 6,300 to 8,742 square feet, with an average lot size of approximately 6,731 square feet. Access to the subdivision is proposed to be provided by a future street called out as "A" Circle. This street will act as a loop providing double access onto Picasso Drive for this subdivision and Subdivision 9080. The southern right of way boundary of "A" Circle will be adjacent to the school property. Therefore, no homes are proposed to share property lines with the school property.

Maximum allowable density within the SH designation is 5.5 dwelling units per gross acre. With 14 dwelling units proposed on 3.52 acres, the gross density falls just under 4 dwelling units per gross acre ("du/ac"), which is at the low end of the SH designation density range (3.8 – 5.5 du/ac). Adding these 3.52 acres and 14 lots to the existing residential

development within the Cypress Grove subdivision will result in a total gross density of approximately 3.8 du/ac.<sup>1</sup>

Existing Conditions

The original Cypress Grove project included two tentative maps north of Cypress Road, both of which have been fully developed (Subdivisions 8679 and 8680). Subdivision 8679, located on the eastern portion of Cypress Grove, includes 201 single family residential lots ranging from 5,150 – 8,330 square feet with an average lot size of 6,310 square feet. Subdivision 8680, located on the western portion, includes 240 single family residential lots ranging from 5,100 – 9,540 square feet, with an average lot size of 6,870 square feet. Table 1 shows how the proposed lots compare with the existing lots, as well as average lot size without and with the proposed project.

Table 1. Summary of Cypress Grove Lot Sizes

	Number of Lots	Lot Ranges (SF)	Average Lot Size (SF)
Subd. 8679	201	5,150 – 8,330	6,310
Subd. 8680	240	5,100 – 9,540	6,870
Proposed Project	14	6,300 – 8,742	6,731
Without Project			6,615
With Project			6,619

Environmental Review

The proposed project is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to Section 15332 (Class 32 – Infill Development Projects) of the State CEQA Guidelines. This project can be classified as Class 32 because:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
- The project site has no value as habitat for endangered, rare or threatened species;
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
- The site can be adequately served by all required utilities and public services.

<sup>1</sup> Subd. 8679 = 201 units and 50 acres. Subd. 8680 = 240 units and 65 acres. Project = 14 units and 3.52 acres. Total = 455 units and 118.52 acres or apx. 3.8 du/ac.

### **Required Findings**

The vesting tentative map was analyzed in relation to the required findings found in the City's subdivision ordinance (adopted County ordinance by reference), which generally states that the City Council shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general plan required by law. When approving the tentative map, the decision making body shall make findings as required concerning the fulfillment of construction requirements. The proposed parcels must also comply with the regulations set forth in the applicable zoning district, in this case the P-1 District.

### **Analysis and Findings**

The proposed tentative parcel map represents a subdivision of land that is consistent with the applicable General Plan policies and guidelines in that it results in a gross density of approximately 3.9 du/ac, which is at the low end of the density range for the Single Family High land use designation. Proposed lot sizes and the gross density will mesh well with the existing residential development within the Cypress Grove neighborhood. As a result of the subdivision, street and frontage improvements ("A" Circle) will be constructed, which will provide vehicle access and utilities to all of the proposed homes. Also, Parcel "A" will provide a landscaped parcel between the proposed homes and Frank Hengel Way. This landscaped parcel will act as a greenway between the school property and Community Park. Finally, designing the subdivision with a loop road and integrating it with the undeveloped subdivision to the north will allow for approximately 12-13 homes that will face the open park land on the school property. Having homes, rather than fences and walls face parks, provides for better security and neighborhood watch opportunities associated with the park land.

### **Findings**

Complete draft findings are included in the attached resolution.

### **Recommendation**

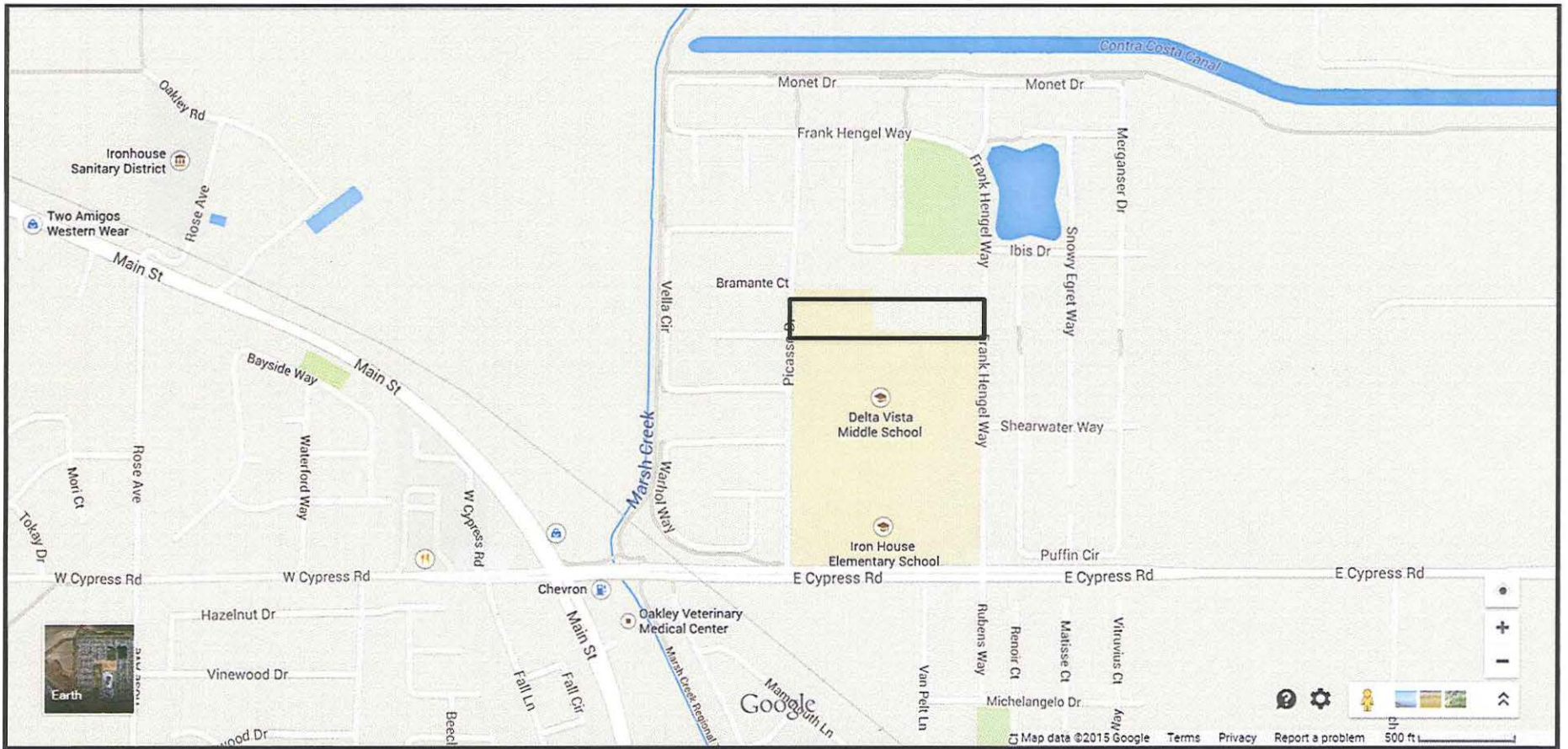
Staff recommends the City Council adopt the resolution approving "Subdivision 9391 at Cypress Grove (TM 02-14)" as conditioned.

### **Attachments**

1. Vicinity Map
2. Public Hearing Notice
3. Applicant's Plans
4. Draft Resolution



VICINITY MAP  
Subdivision 9391 at Cypress Grove (TM 02-14)  
(APN 037-192-024)







City of Oakley  
3231 Main Street  
Oakley, CA 94561  
[www.oakleyinfo.com](http://www.oakleyinfo.com)

## NOTICE OF PUBLIC HEARING

Notice is hereby given that on March 10, 2015 at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Public Hearing at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering an application for a vesting tentative map approval.

**Project Name:** Subdivision 9391 at Cypress Grove (TM 02-14)

**Project Location:** Within the existing Cypress Grove subdivision north of Iron House Elementary School and Delta Vista Middle School off of East Cypress Road and Frank Hengel Way. Portion of APN 037-192-024.

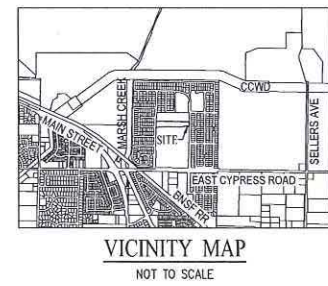
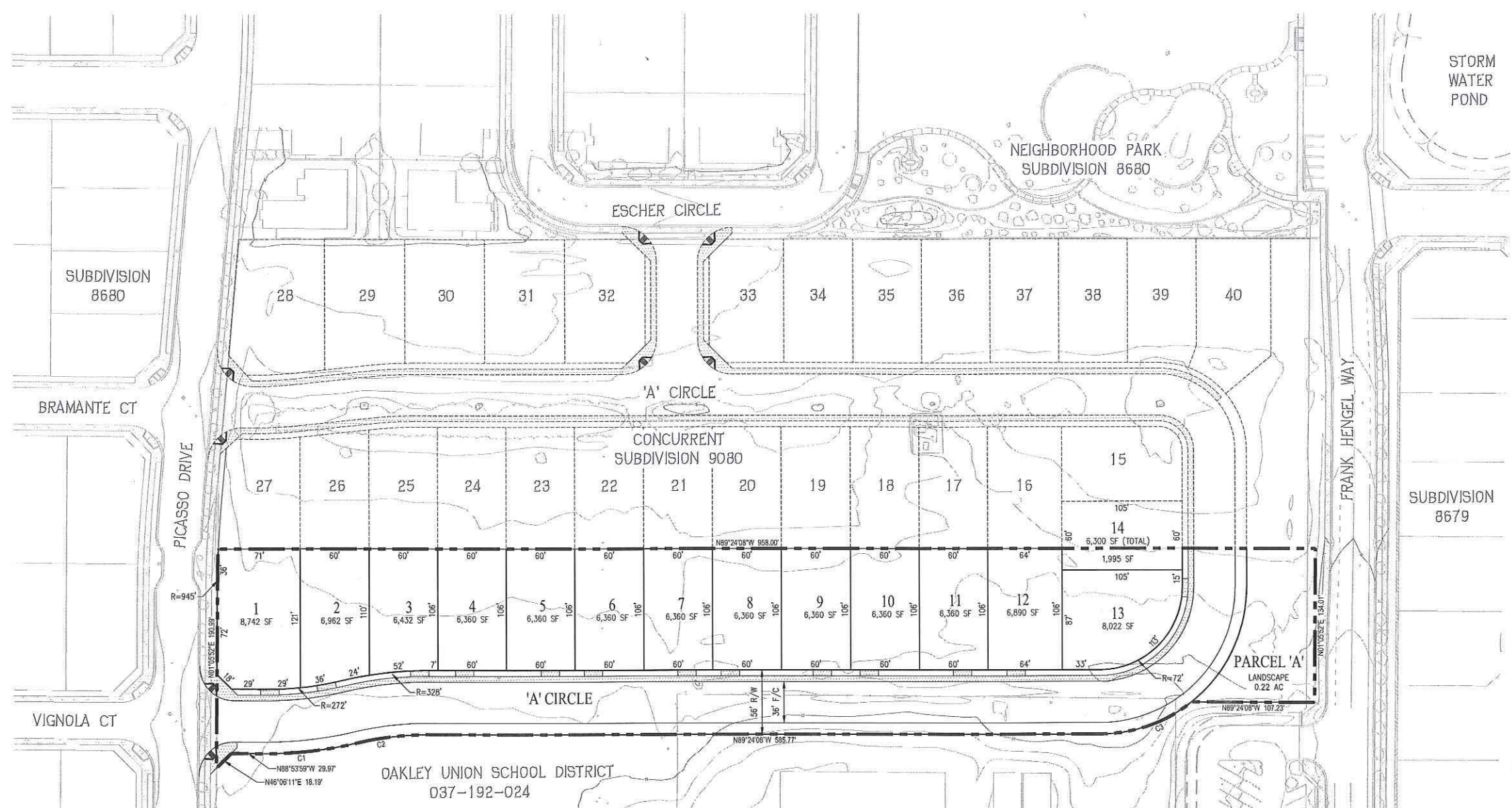
**Applicant:** Mike Evans of DeNova Homes, 1500 Willow Pass Court, Concord, CA 94520; [mevans@denovahomes.com](mailto:mevans@denovahomes.com)

**Request:** This is a public hearing on a request for approval of a vesting tentative map (TM 9391) to subdivide approximately 3.52 acres into 14 single family residential lots, one 0.22 acre landscaped parcel, and associated right of way improvements. The project is zoned P-1 (Planned Development) District.

The Staff Report and its attachments will be available for public review, on or after March 6, 2015 at City Hall, 3231 Main Street, Oakley, CA 94561 or on the City's website [www.oakleyinfo.com](http://www.oakleyinfo.com).

Interested persons are invited to submit written comments prior to and may testify at the public hearing. **Written comments may be submitted to Ken Strelor, Senior Planner at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to [strelor@ci.oakley.ca.us](mailto:strelor@ci.oakley.ca.us).**

**NOTICE IS ALSO GIVEN** pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered to the City of Oakley City Council Secretary at, or prior to, the Public Hearing.



**GENERAL NOTES:**

- OWNERS: OAKLEY UNION SCHOOL DISTRICT  
91 MERCEDES LANE  
OAKLEY, CA 94561
- APPLICANT: DENOVA HOMES  
1500 WILLOW PASS COURT  
CONCORD, CA 94520  
BUSINESS PHONE: (925) 685-0110
- CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.  
2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CA 94583  
PHONE: (925) 866-0322
- SOILS ENGINEER: KLEINFELDER, INC.  
2825 E. MYRTLE STREET  
STOCKTON, CA 95205  
PHONE: (209) 948-1345
- TOTAL NUMBER OF LOTS = 14
- DENSITY = 3.98 D.U. / GROSS ACRE
- LAND USE: EXISTING - PUBLIC AND SEMI-PUBLIC  
PROPOSED - SINGLE FAMILY RESIDENTIAL (HIGH DENSITY)
- EXISTING ZONING: PLANNED DEVELOPMENT WITH DEVELOPMENT PLAN (P-1)
- GENERAL PLAN: EXISTING - SINGLE FAMILY RESIDENTIAL (HIGH DENSITY)
- UTILITIES: WATER: DIABLO WATER DISTRICT  
SEWER: IRONHOUSE SANITARY DISTRICT  
GAS & ELECTRIC: PACIFIC GAS & ELECTRIC COMPANY  
TELEPHONE: AT&T
- PROJECT SITE APN: PORTION OF 037-192-024
- ALL TREES, FENCES, & BUILDINGS WITHIN DEVELOPED AREAS TO BE REMOVED.
- FLOOD ZONE INFORMATION: ZONE X AREAS OUTSIDE THE 100-YEAR FLOODPLAIN.  
  
FLOOD ZONE INFORMATION FROM:  
FEMA FLOOD INSURANCE RATE MAP  
COMMUNITY PANEL NO. 0601300355F  
EFFECTIVE DATE: JUNE 16, 2009.
- LAND AREA SUMMARY:  
LOT AREA = 2.06 Acres  
IN-TRACT STREETS = 1.24 Acres  
LANDSCAPE = 0.22 Acres  
TOTAL AREA = 3.52 Acres

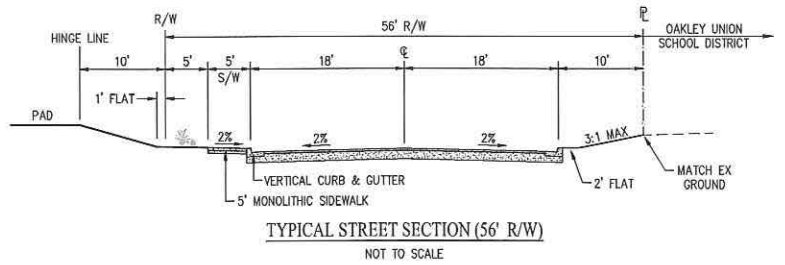
**CURVE TABLE**

NO	RADIUS	DELTA	LENGTH
C1	328.00'	13°58'28"	80.00'
C2	272.00'	13°28'16"	63.95'
C3	128.00'	38°37'29"	86.29'

**LOT SUMMARY**

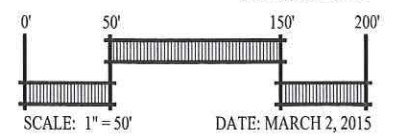
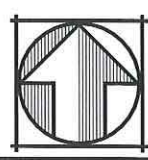
LOT AREA (SF)	# OF LOTS
6,000 - 6,999	12
8,000+	2
<b>TOTAL</b>	<b>14</b>

- LEGEND**
- PROJECT BOUNDARY
  - PROPOSED LOT LINE
  - PROPOSED RIGHT-OF-WAY
  - PROPOSED FACE OF CURB
  - LOT NUMBER
  - LOT DIMENSION



**CITY OF OAKLEY**  
Planning Department  
  
MAR 02 2015  
  
RECEIVED

**DeNova Homes**  
SUBDIVISION 9391  
**VESTING TENTATIVE MAP**

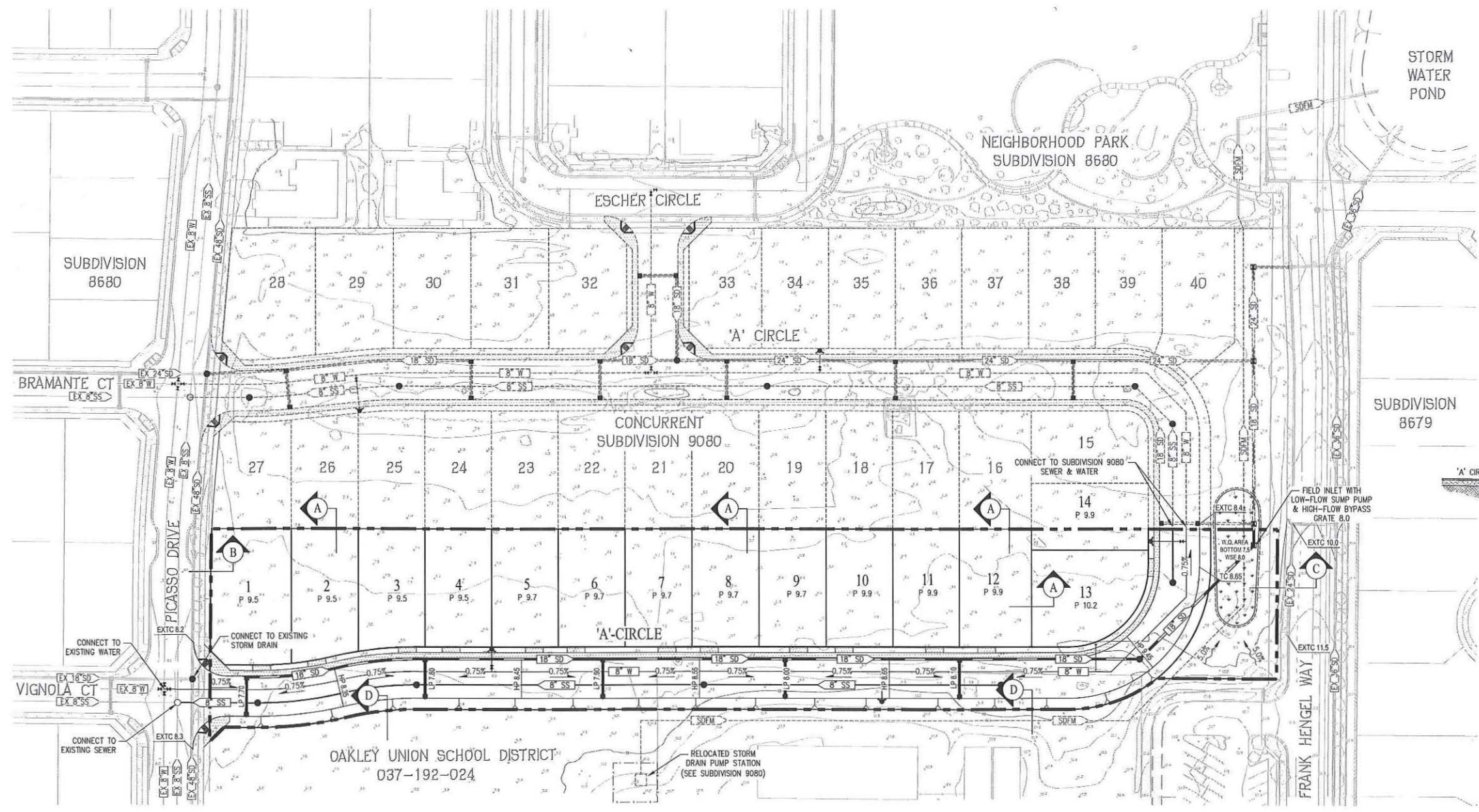


CITY OF OAKLEY    CONTRA COSTA COUNTY    CALIFORNIA

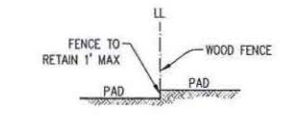
**Carlson, Barbée & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA 94583    (925) 866-0322

SHEET NUMBER  
**1**  
OF 3

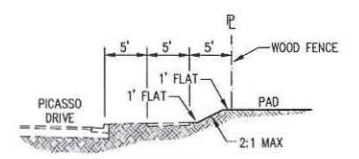




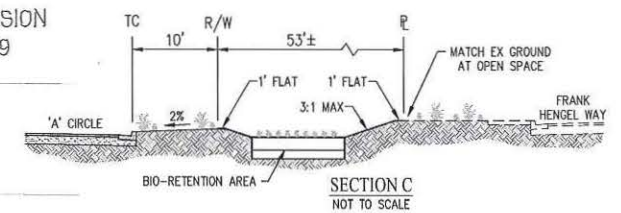
STORM WATER POND



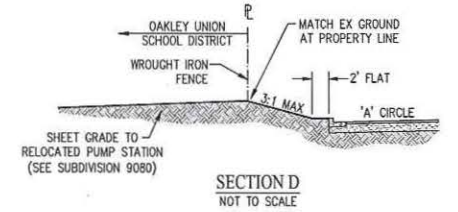
SECTION A  
NOT TO SCALE



SECTION B  
NOT TO SCALE



SECTION C  
NOT TO SCALE



SECTION D  
NOT TO SCALE

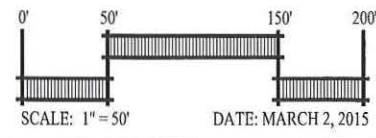
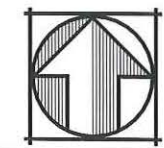
- UTILITY DESIGN NOTES:**
1. ALL STORM DRAIN HAS A MINIMUM SLOPE OF S=0.0030 AND MATCHES FLOW LINES.
  2. ALL SANITARY SEWER HAS A MINIMUM SLOPE OF S=0.0035 AND IMPLEMENTS A 0.1' DROP AT ALL MANHOLES.
  3. ALL WATER LINES ARE AT A DEPTH OF APPROXIMATELY 2.5'-3.0' BELOW SUBGRADE, UNLESS ROPED BENEATH UTILITY CROSSINGS TO OBTAIN NECESSARY CLEARANCES.

**LEGEND**

	PROJECT BOUNDARY
	PROPOSED LOT LINE
	PROPOSED RIGHT-OF-WAY
	PROPOSED FACE OF CURB
	PROPOSED SANITARY SEWER
	PROPOSED STORM DRAIN
	PROPOSED WATER

DeNova Homes  
 SUBDIVISION 9391  
**CONCEPTUAL GRADING AND  
 UTILITY PLAN**

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA



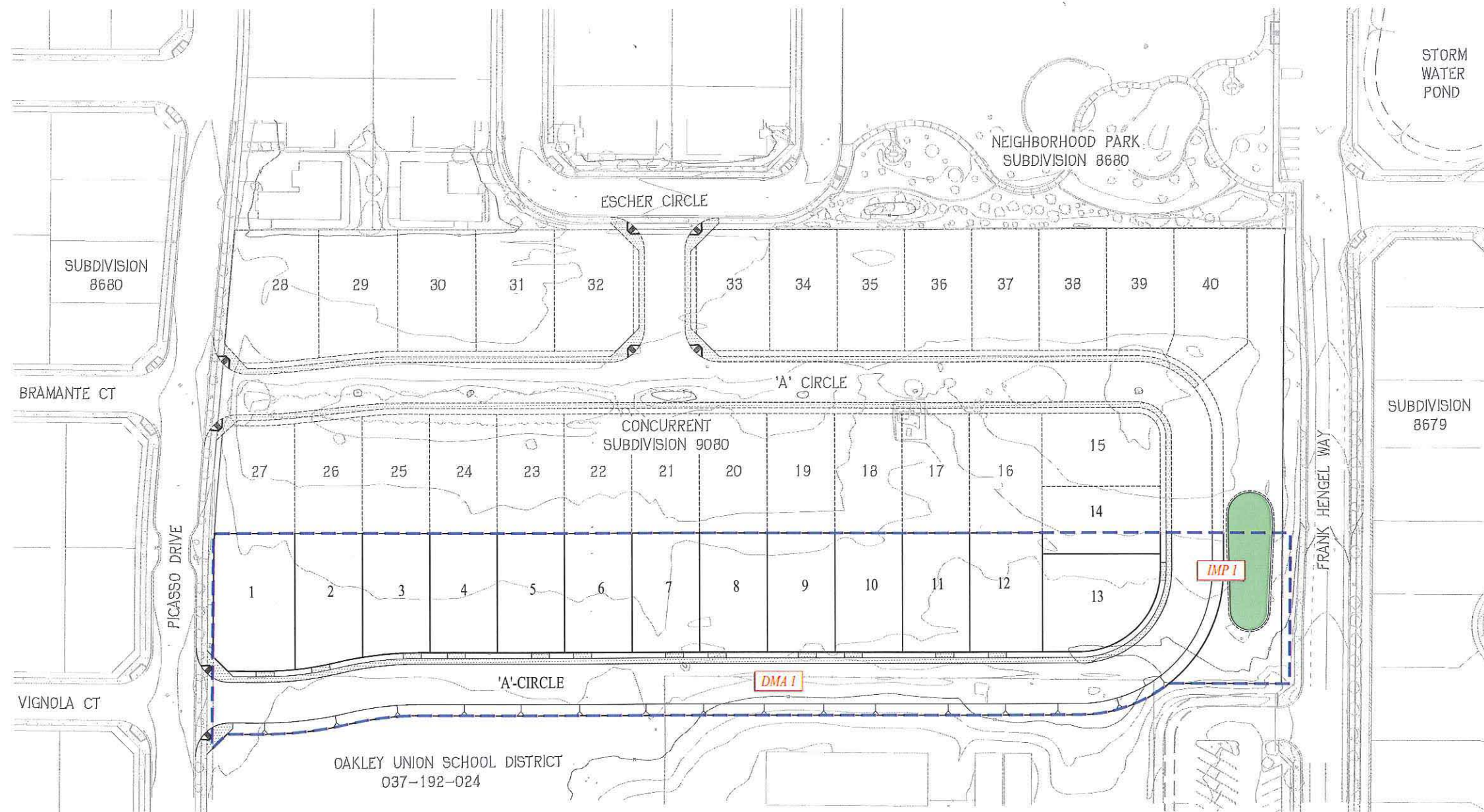
DATE: MARCH 2, 2015

**cbg** Carlson, Barbee & Gibson, Inc.  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 2633 CAMINO RAMON, SUITE 350 SAN RAMON, CALIFORNIA 94583 (925) 866-0322

SHEET NUMBER  
**2**  
 OF 3

© 985-70ACAD0111V-02.DWG





STORM WATER POND

**LEGEND**

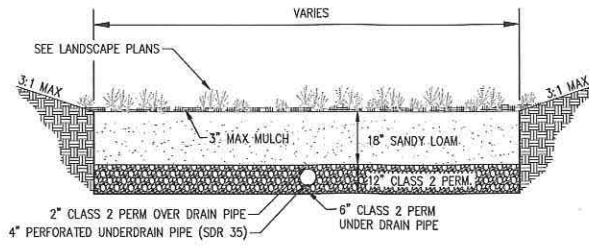
- DMA BOUNDARY
- BIO-RETENTION AREA
- DRAINAGE MANAGEMENT AREA
- INTEGRATED MANAGEMENT PRACTICE - BIORETENTION AREA

**DRAINAGE MANAGEMENT AREA SUMMARY**

AREA ID	PRIVATE IMPROVEMENTS		PUBLIC IMPROVEMENTS		TREATMENT AREA	
	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	REQUIRED (SF)	PROVIDED (SF)
DMA 1	68,455	31,475	40,790	22,785	4,185	4,250

**NOTE:**

- VALUES IN THE TABLE ABOVE ARE ESTIMATED BASED UPON THE AVAILABLE INFORMATION AT THE TIME OF THIS TENTATIVE MAP.
- CALCULATIONS ASSUME THAT ARCHITECTURE WILL COVER 50% OF THE LOT AND THE REMAINDER OF THE LOT (FRONT AND BACKYARDS) WILL HAVE A C-VALUE OF 0.3 (30% HARDSCAPE & 70% LANDSCAPE).
- REQUIRED TREATMENT AREAS CALCULATED USING THE 4% RULE WITH A FACTOR OF 1.0 FOR IMPERVIOUS AREAS AND 0.1 FOR PERVIOUS AREAS (CONTRA COSTA COUNTY IMP SIZING TOOL).



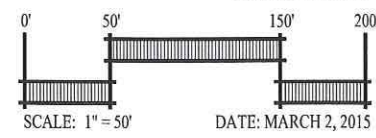
**LANDSCAPE & BIO RETENTION AREA DETAIL**

**BIO-RETENTION AREA NOTES:**  
 1. SANDY LOAM SOIL MIX SHALL HAVE MINIMUM LONG TERM PERCOLATION RATE OF 5"/HOUR.



**SUBDIVISION 9391  
 PRELIMINARY STORMWATER CONTROL PLAN**

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA



DATE: MARCH 2, 2015



**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS

2533 CAMINO RAMON, SUITE 350  
 SAN RAMON, CALIFORNIA 94583 (925) 866-0332

SHEET NUMBER

**3**

OF 3

## RESOLUTION NO. XX-15

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING A VESTING TENTATIVE MAP FOR "SUBDIVISION 9391 AT CYPRESS GROVE (TM 02-14)" SUBDIVIDING APPROXIMATELY 3.52 ACRES INTO 14 SINGLE FAMILY RESIDENTIAL LOTS, A 0.22 ACRE LANDSCAPED PARCEL AND OTHER ASSOCIATED IMPROVEMENTS. THE PROJECT AREA IS LOCATED WITHIN THE EXISTING CYPRESS GROVE SUBDIVISION. APN 037-192-024**

## FINDINGS

**WHEREAS**, on October 13, 2014, Mike Evans of DeNova Homes ("Applicant") filed an application requesting approval of a vesting tentative map to subdivide approximately 3.52 acres into 14 single family residential lots, one 0.22 acre landscaped parcel, and associated right of way improvements for the project known as "Subdivision 9391 at Cypress Grove (TM 02-14)" ("Project"); and

**WHEREAS**, the site is located within the existing Cypress Grove subdivision north of Ironhouse Elementary School and Delta Vista Middle School (4901 Frank Hengel Way) off of East Cypress Road and Frank Hengel Way; and

**WHEREAS**, the applicant's plans include the Vesting Tentative Map, Conceptual Grading and Utility Plan, and Preliminary Stormwater Control Plan, titled "Subdivision 9391 Vesting Tentative Map" updated and received on March 2, 2015, and attached to the project staff report ("Plans"); and

**WHEREAS**, on January 28, 2015 the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the project site is designated Single Family High ("SH") as depicted on the Oakley 2020 General Plan ("General Plan") Land Use Diagram (Figure 2-2 of General Plan), and zoned P-1 (Planned Development) District; and

**WHEREAS**, the project is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15332 (Class 32 – Infill Development Projects); and

**WHEREAS**, on February 27, 2015, the Notice of Public Hearing for the project was posted in the Contra Costa Times, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 300-foot radius of the subject property's boundaries, to outside agencies, and to parties requesting such notice; and

**WHEREAS**, on March 10, 2015, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

**WHEREAS**, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City; and

**WHEREAS**, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the applicable P-1 (Planned Development) District, and the information submitted to the City Council at its March 10, 2015 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the "Record").

**NOW, THEREFORE, BE IT RESOLVED THAT**, on the basis of the above Findings and the entire Record, the City Council makes the following additional findings in support of the recommended approval:

- A. Regarding the application requesting approval of a Vesting Tentative Map for "Subdivision 9391 at Cypress grove (TM 02-14)", the City Council finds that:
1. The proposed project represents a subdivision of land that is consistent with the applicable General Plan policies and guidelines in that it results in a gross density of approximately 3.9 dwelling units per gross acre, which is at the low end of the density range for the Single Family High land use designation; and
  2. Proposed lot sizes and the gross density will mesh well with the existing residential development within the Cypress Grove neighborhood; and
  3. The subdivision, street and frontage improvements ("A" Circle) will be constructed, which will provide pedestrian and vehicle access and utilities to all of the proposed homes; and
  4. Parcel "A" will provide a landscaped parcel between the proposed homes and Frank Hengel Way, and will act as a greenway between the school property and park; and
  5. The subdivision with a loop road integrated with the undeveloped subdivision to the north will allow for approximately 12 or 13 homes that will face the open park land on the school property. Having homes, rather

than fences and walls face parks, provides for better security and neighborhood watch opportunities associated with the park land.

B. The Project complies with Measure J Growth Management requirements.

**BE IT FURTHER RESOLVED THAT**, on the basis of the above Findings and the Record, the City Council approves the applicant's request for approval of a Vesting Tentative Map for "Subdivision 9391 at Cypress Grove (TM 02-14)", subject to the following conditions:

Applicant shall comply with the requirements of Municipal Code. 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 on **March 10, 2015**.

THE FOLLOWING PLANNING AND BUILDING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED:

#### **Planning Division Conditions**

##### **General:**

1. This Vesting Tentative Map is approved, as shown on the revised plans, date stamped by the Planning Division on **March 2, 2015**, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This approval shall be effectuated within a period of three (3) years from the effective date of this resolution by the recording of a final map and if not effectuated shall expire on **March 10, 2018**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code.
3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the Planning Commission on **March 10, 2015**.
4. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
5. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days and times may be modified on prior written approval by the Community Development Director.



6. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
7. The applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).
8. The applicant shall post a copy of the City of Oakley General Plan 2020 Land Use Diagram, in a conspicuous place, within the model homes or sales office.

**Development Standards:**

9. The P-1 (Planned Development) District for this subdivision shall be subject to the R-6 (Single family Residential) District development standards.

**Parks and Landscaping:**

10. The applicant shall work with the Planning Division and Public Works and Engineering Department with the design, construction and completion of Parcel A concurrent with the development of the subdivision. As part of the plan check process for Parcel "A", the applicant shall develop a construction schedule approved by the City Engineer to provide for the timely completion of Parcel "A" concurrent with development.
11. A mix of evergreen and deciduous trees as well as shrubs and ground cover shall be planted along the street frontage as specified in the Residential Design Guidelines per the review and approval of the Community Development Director.
12. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. Landscaping shall conform to the Oakley Landscape Guidelines and the City's Water Conservation Landscape Ordinance 82-26 and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
13. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of fifteen-gallon and 24" box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.
14. All landscaped areas not covered by shrubs or groundcover shall be covered with bark or acceptable alternative as reviewed and approved by the Community



Development Director. On slopes greater than 3 to 1, the applicant shall use an alternative to bark per the review and approval of the Community Development Director.

15. Each residential lot shall have a minimum of two trees along the street frontage, with the exception of corner lots, which shall have four, unless otherwise approved by the Community Development Director and City Engineer.
16. The applicant shall maintain all private landscaping until occupancy.
17. A street tree plan shall be submitted for review prior to issuance of Building Permits. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street, per review of the Planning Division and Public Works and Engineering Department.

**Fences and Walls:**

18. Within the subdivision good neighbor fences shall be constructed of six-foot high wood fences with metal posts or acceptable alternative as reviewed and approved by the Community Development Director. Corner lots or any good neighbor fence facing a street shall provide a fence or wall constructed of a durable material such as, but not limited to, masonry, vinyl, enhanced wood, composite or other durable material as approved by the Community Development Director. All wood fencing visible from the street shall be stained or painted on both sides to prevent water damage to the satisfaction of the Community Development Director.
19. A wrought iron fence to match the fence located along Picasso Drive shall continue along the southern right of way of "A" Circle to the point it intersects with the existing fence near the school parking lot and Parcel "A". The fence shall allow pedestrian traffic access to the school property at the southeast corner of Picasso Drive and "A" Circle".

**Subdivision Design:**

20. Driveway openings shall be a maximum 18' in width or up to 25% of a lot's frontage (except on cul de sacs).
21. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.

**Subdivision Disclosures:**

22. The model home complex shall have a copy of the City of Oakley's General Plan land use map posted within the sales office or included with the informational material provided to prospective home buyers.

23. 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.

24. 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.

**Waste Management Plan:**

25. The applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

**Building Division Conditions**

26. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy requirements from the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division.
27. Prior to requesting a Certificate of Occupancy from the Building Division, all Conditions of Approval required for occupancy must be completed. When the Public Works Division and the Planning Division place Conditions of Approval on the project, those divisions will sign off on the project prior to the request for a

Building division final inspection. Similarly, if the Health Department and/or Fire Department reviewed and approved the original plans, those departments must sign off on the project prior to the request for a final inspection by the Building Division.

28. Prior to requesting a *Final Inspection* from the Building Division all Conditions of Approval required for occupancy must be completed.

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

THE FOLLOWING PUBLIC WORKS AND ENGINEERING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE APPROVAL OF A FINAL MAP UNLESS OTHERWISE NOTED:

#### **General:**

29. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project, include the drawings and specifications necessary to implement the required stormwater control measures, and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.
30. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer and pay appropriate fees in accordance with the Code and these conditions of approval.
31. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
32. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
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 the project streets to City public road standards and as shown on the Tentative Map 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.
  - B. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree turns of project streets can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic then they shall be included in the improvement plans.
36. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.
37. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.
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.

### **Road Dedications:**

39. Convey to the City, by Offer of Dedication, the right of way for the project streets.
40. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.
41. 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.

### **Street Lights:**

42. 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 with LEDs per City standards.

## Grading:

43. 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.
44. 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.
45. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
46. 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.
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. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.
49. 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.

50. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the Notice of Intent is active.
51. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
52. The burying of any construction debris is prohibited on construction sites.

**Utilities/Undergrounding:**

53. Underground all new and existing utility distribution facilities. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.
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.
55. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

**Drainage Improvements:**

56. Collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse.
57. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.
58. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
59. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
60. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

### **Landscaping in the Public Right of Way:**

61. Install public right of way landscaping along the Picasso Drive frontage.
62. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance.

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

63. 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, the Regional Water Quality Control Board (Central Valley - Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at [www.cccleanwater.org](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.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.

### **Fees/Assessments:**

64. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 85-00 and 08-03. The applicant shall pay the fees in the amounts in effect at the time each building permit is issued.
  - A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
  - B. Regional Transportation Development Impact Mitigation Fee or any future alternative regional fee adopted by the City (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);

- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
- F. Fire Facilities Impact Fee, collected by the City (adopted by Ordinance No. 09-01);

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.

- 65. The applicant shall be responsible for paying the County Recorder's fee for the Notice of Determination as well as the State Department of Fish and Game's filing fee.
- 66. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide landscaping and park maintenance, subject to an assessment for maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to approval of the final map. The Applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.
- 67. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide street lighting costs and maintenance, subject to an assessment for street light maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.
- 68. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for project specific landscaping maintenance, subject to an assessment for landscape operation and maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The



applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.

69. 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.

### **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 Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, 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 Wildlife 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 City Council of the City of Oakley at a meeting held on the 10<sup>th</sup> of March, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** Tuesday, March 10, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT: TRANSPORTATION ENGINEERING FUNDAMENTALS**

### Background and Analysis

The City of Oakley is a growing and vibrant community and home for many young families who are moving here to enjoy all the amenities that the City provides, and the quality of life in Oakley makes it a very attractive place to live. An efficient traffic circulation plan is a key component of a growing community and has significant impact to the daily lives of the residents.

This report is intended to offer background and context in the field of Transportation Engineering as it relates to the City of Oakley, Private Development Project processing, and the Oakley 2020 General Plan.

Transportation Engineering is a component of private development projects in the City of Oakley. These provisions help ensure that all projects (Residential, Commercial, and Industrial) are processed and approved in compliance with the City's General Plan, ordinances, and laws. These provisions help ensure that the traffic impacts identified as a result of such projects are mitigated. Understanding the demands placed on the community's transportation network by development is an important dimension of assessing the overall impacts of development.

### TRIP GENERATION RATE

The Institute of Transportation Engineers (ITE) publishes the Trip Generation Manual which is the industry standard throughout the country and is used by all municipalities in the Bay Area; it is adopted as the guideline for preparation of traffic studies in Contra Costa County by Transportation Authority. The Manual is the most accurate and reliable source of trip generations in the traffic engineering field since 1960's. The trip generation rates for private development projects are derived from hundreds of actual data collected by traffic engineers who count cars coming to and leaving various sites (i.e. office parks, subdivisions, banks, restaurants, etc.)

Any private development project expected to result in more than 100 Peak Hour vehicle trips A.M. or P.M. are required to prepare and submit a traffic study as part of

their planning development application. (Peak Hour is the period during the day which traffic volume is at its highest). This is the guideline established by Contra Costa County Transportation Authority and adopted by all municipalities.

The traffic studies submitted by developers provide data and analysis for each type of development project. The reports are reviewed by City staff and/or consultants to ensure compliance with the City General Plan. Generally, a development that has 150 single family homes, 55,000 square feet of office space, 5,200 square feet of fast food restaurant, or 15,500 square feet of shopping center is expected to generate this level of traffic and is required to complete a traffic study and analysis. For example, the Magnolia Park and Emerson Ranch residential projects required the preparation of traffic studies.

A single private development project may not have any significant traffic impacts to the City's roadway network and, for this reason the City takes the long-term view and cumulative effect of all projects in the area are considered during the project review and processing.

A cumulative traffic analysis identifies impacts of existing, proposed, and projected development projects and determines the necessary mitigation measures to be implemented to reduce any impacts. The City Transportation Consultant uses a traffic forecasting program to help determine the general adequacy of the planned transportation system and identify constraints. This traffic program is utilized by the City staff to evaluate the capacity of the entire transportation network as new development projects are processed to determine in real time if the proposed development project has impacts to the transportation network.

The cumulative traffic analysis evaluates the traffic Volume to Capacity (V/C) ratio of roadway segments. The capacity of a roadway is considered as the maximum number of vehicles which can be accommodated under given conditions. A roadway capacity is independent of the demand, it is the physical amount of vehicles a roadway can handle, not the total number of vehicles demanding service. On the other hand, it depends on traffic conditions, geometric design of the road, environmental conditions, traffic composition, etc. For example, a curved roadway has less capacity compared to a straight road. It is not always possible to analytically obtain the capacity of a roadway and; in many cases actual field observation is used to determine roadway capacity. The value of a V/C ratio can vary between 0 and 1. Typically, when V/C ratio is less than 0.5, there is no congestion on a roadway and when V/C is 1, there is high congestion. The City of Oakley General Plan considers V/C 0.9 as the threshold of acceptability for signalized intersections.

### **LEVEL OF SERVICE (LOS)**

LOS is a quality measure describing operational conditions within a traffic system; generally, it measures speed, travel time, traffic interruptions, and comfort and convenience. There are Six (6) levels of service defined for street intersections.

Letters designate each level, from "A" to "F", with LOS "A" representing the best operating conditions and LOS "F" the worst. Each level of service represents a range of operating conditions and driver's perception of those conditions and is the industry standard for describing traffic flow. The LOS criteria are listed in the following table:

<b>Level of Service Criteria for Signalized Intersections</b>	
<b>Level of Service</b>	<b>Control Delay per Vehicle (Sec/Veh)</b>
A	Conditions of free flow $\leq 10$
B	Conditions of stable flow; operating speeds beginning to be restricted $>10 - 20$
C	Conditions of stable flow; speeds and maneuverability more closely restricted; occasional backups $>20 - 35$
D	Conditions approach unstable flow, tolerable speeds can be maintained but with delays; little freedom to maneuver; at intersections, vehicles may wait through one or more signal changes $>35 - 55$
E	Condition approach capacity; unstable flow with stoppages of momentary duration; maneuverability severely limited $>55 - 80$
F	Forced flow conditions; stoppages for long periods; low operating speeds $>80$

All Contra Costa jurisdictions, including Oakley, participate in the County Growth Management Program. This program requires that each jurisdiction adopt a LOS standard. The City of Oakley General Plan also designates LOS "D" as the threshold of an acceptable operating condition at signalized intersections. Any signalized intersection operating worse than LOS "D" would be considered inconsistent with this standard, and mitigation would be required to bring it into compliance.

Arguments can be made that LOS should be "B" or "C", but such LOS would create longer pedestrian and bicyclist crossing distances, because intersections and roadways have to be widened which could have other unintended consequences. This is the main reason municipalities and regional transportation agencies have adopted LOS "D" as their minimum acceptable traffic standard, as this is a balance approach amongst many factors.

By definition, LOS "D" is when there is an occasional wait at an intersection through more than one signal cycle before proceeding. It is important to point out that LOS is calculated for the busiest 60 minutes (4 - 15 minutes) of traffic during peak periods. For example, the LOS at West Cypress Road/O'Hara Avenue is "C". This is near

O'Hara Park Middle School and even though the overall LOS is "C", there is a 15 minute segment where the LOS is "E" during morning and afternoon student drop-off and pick-up.

The following is a sample of street intersections in Oakley and their LOS:

<b>Existing Intersection Levels of Service (LOS)</b>		
<b>Intersection</b>	<b>AM</b>	<b>PM</b>
Carpenter Road/Empire Avenue	B	B
Laurel Road/ Empire Ave	C	B
West Cypress Road/ O'Hara Ave	C	C
Main Street/ Bridgehead Road	A	D

There are a number of tools to manage traffic issues and there is no one size that fits all. Staff works diligently on working with the residents in identifying traffic issues and implementing measures to address them according to City codes and guidelines. There can be unintended consequences from measures that are taken without the review process. It is very important that the selection and use of traffic control measures be preceded by a thorough study of traffic and roadway conditions and that the determination of the type of control and method of operation is based on the resulting data and analysis.

It is a fact that no municipality wants to have traffic congestion in the community that would adversely affect their residents and businesses. As much as traffic issues sometimes become emotional and personal to individuals, engineering standards and guidelines are established and adopted by municipalities to manage the traffic and, as stated in this report, the City of Oakley has adopted similar codes and guidelines. City staff works each day on managing various traffic related issues in the community with the goal of keeping the growth and vibrancy of the Oakley community a top priority.

**Fiscal Impact**


This report is for information only and there is no direct fiscal impact.

**Staff Recommendation**

The City Council accept and discuss the staff report and provide input and direction.



## STAFF REPORT

**Date:** March 10, 2015  
**To:** City Council  
**From:** Bryan Montgomery, City Manager   
Paul Abelson, Finance Director

**SUBJECT: Report of Public Input regarding the Police Services Study and Direction to Staff on how to Proceed**

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### Background and Analysis

At the last two City Council Meetings, the Council received updates and further detail and presentations regarding the ongoing Police Services Study. The Study was undertaken to determine how to best position the City in providing for the long-term delivery of police services. Public input was sought at those two City Council Meetings, at two subsequent Public Input Meetings held on February 25<sup>th</sup> and 26<sup>th</sup>, and public input has also been sought through social media, the City's website, the weekly F.Y.I., and the *Oakley Outreach* email blast. Residents have also been encouraged to send comments, suggestions and questions to [info@ci.oakley.ca.us](mailto:info@ci.oakley.ca.us).

Attached is a summary of the comments, questions and suggestions received and a brief response to each. While there was not a lot of input received, some good questions were asked and comments made. None of these addressed matters that had not been analyzed, but the process of receiving the input and responding has helped allay fears and has provided more information about the possible separation from the County contract.

Staff believes that the research and estimating done thus far indicates that moving the sworn staffing "in-house" will provide short-term and long-term economies. Oakley will continue to grow and this "City-hybrid" model provides the best opportunity for Oakley to maintain and improve the quality of police services.

If the City Council desires Staff to proceed with the steps toward separation from the County contract, a critical next step is tying down the compensation and benefit package – the largest part of the departmental budget. A Closed Session is on the agenda for this City Council Meeting to discuss these matters under labor negotiations and the discussion would kick-start this very critical component

of the process. Of course, if the Council wishes that we not proceed, the Closed Session will not be necessary.

**Summary Conclusion**

Considering the information provided to date (including any additional testimony received at this meeting), the Council has the opportunity to deliberate the merits of the Study, and to direct Staff to either:

- 1) Begin the process of obtaining commitments for key areas of service; and when successful, report back with the results and for authorization to give the County the appropriate notice;
- 2) Not proceed any further at this time; or
- 3) Such other actions that the Council determines appropriate.

**Attachment**

1. Summary of Public Input (questions, comments and suggestions) and Staff responses





## **POLICE SERVICES STUDY**

### **~ PUBLIC INPUT SUMMARY ~**

*Presented on March 10, 2015*

**Q: Doesn't Oakley already have a Police Department?**

*A: Yes, the City does have a defined operational department for Police; however, the principal services of the Oakley Police Department are provided by the Contra Costa County Sheriff's Office for a fee paid by the City. To further explain, while some non-sworn staff members are City employees and the vehicles and equipment are owned by the City, the sworn police officers serving Oakley are actually County employees. The City has contracted with the County for these staffing services since its Incorporation. The County employees are well "embedded" in the City organization, wear City of Oakley uniforms, drive City-marked patrol vehicles, and use title of "police officer" instead of "deputy" which likely leads many residents to believe they are all City employees within the Oakley Police Department.*

**Q: If things are going so well, why is this study being conducted?**

*A: With the clear acknowledgement of how critical police services are to the community (really the highest priority of City operations), the City Council asked staff to conduct an analysis to determine whether, over the long-term, service levels can be better maintained financially by establishing a mostly "in-house" Police Department or by remaining with the County contract.*

*While the services provided by the County have been outstanding, the costs of these services have increased dramatically over the last several years. In fact, this current fiscal year alone the County has increased costs by \$650,000 – just to maintain the existing service levels (i.e. these funds weren't to hire additional staff). These ever-increasing costs could threaten Oakley's ability to maintain, let alone improve, police services over time.*

**Q: What changes are being considered as a result of the Study?**

*A: The potential change would be to establish a City Police Department where the police officers are City employees. Many components of the police services function would likely continue to be contracted out, such as dispatch, forensics, information systems and fleet maintenance; and there are several that might be better handled in house, such as records, evidence and property storage. This combination of City and contracted services is what we are calling a "hybrid" model.*

*The Study has found that, due to what are essentially staffing overhead costs charged by the County, the City could save money by bringing the staffing component "in-house." While a portion of these savings would need to be used to offset some increased costs associated with supporting the in-house/hybrid operations, a portion could be used to better maintain and eventually improve police services. Most importantly, a key determination of the Study is that the ability to add police officers over time is greatly improved under the City hybrid model.*

**Q: Would the Sheriff's Office deputies currently serving in Oakley be given an opportunity to work with the City should the City break away from the County contract?**

*A: Absolutely. We believe that many of these deputies currently serving, as well as many of those that have previously served in Oakley, will want to become part of the in-house Police Department. The goal is to provide a compensation and benefits package that will attract and retain these quality officers.*

**Q: What would the compensation and benefits package be if the City hired its own police officers?**

*A: To help prepare a draft package, the City hired an experienced set of consultants that surveyed other cities and also met with some of the existing staff in focus group settings. The cost estimates that have been prepared include competitive salaries and benefits, including common and appropriate public safety related pay differentials. Some adjustments to the overall package are still likely and the package wouldn't be finalized until the required meet and confer activities take place with staff and final agreements with other service providers are reached.*

**Q: Would the hire of self-sponsored recruits save the City money (the City would not have to pay for the training, as the recruit would already have paid for academy costs)?**

*A: Over time, these types of hires are possible and this approach could yield some cost-savings. It is the expectation; however, that the initial hires of police officers will be already-sworn and experienced police officers of varying ages.*

**Q: Will lateral officers be offered a 2.7@57 CALPERS retirement plan only, or can they grandfather from a 3@50 plan?**

*A: State law will not allow us to offer anything higher than the PERS 2.7 @ 57 retirement plan. We did evaluate a 401k type plan, but it appears that approach would be less attractive than even this lower PERS plan. Focus groups held with the existing offers indicated a strong preference of the PERS plan versus a 401k-type plan, even if it cost them more and guaranteed less. The fact that it was guaranteed was more important.*

**Q: How will dispatch/radio communications be handled if the City separated from the County contract?**

*A: The Study did not contemplate that the City would bring dispatch services in-house, but that we would continue contracting for those services with the County or another public agency. The County contracts with a number of other police agencies and there are several cities who offer contract dispatch services to other agencies to gain economies of scale (for example, the City of Antioch currently provides dispatch services to the City of Brentwood under an interagency contract). The County provides dispatch services to a number of agencies, as there are significant economies of scale in "regionalizing" these services.*

**Q: Are dispatch services included in the per officer cost in the current contract with the County?**

*A: No, these services are billed separately and are not wrapped up in to the per officer cost.*

**Q: What options exist for dispatch/communications services?**

*A: As mentioned above, there are a number of other police agencies that provide dispatch services and the City could contract with them or continue with the County. In fact, several agencies have expressed interest in contracting with us, should we want to pursue this further, and we remain interested in considering a contract to continue dispatch/communications services with the County. As far as how these options have been reflected in Staff's analysis, while costs have been estimated, no final agreements have been reached and won't be pursued unless the City Council directs Staff to proceed with the City-hybrid model.*

**Q: Would the Oakley Police Department share a dispatch radio channel with other cities?**

*A: We would contract dispatch services and as a member of the East Bay Regional Communications System, have a dedicated radio capacity within the System -- even in a contract with another public agency. The exact channel and with whom it might be shared would depend on the contract.*

**Q: Will the contracted services such as evidence, records, and maintenance be staffed full time by the same people?**

*A: With regard to records, property and evidence, our current model has the City hiring in-house civilian staff for these tasks, though we do have a couple other agencies that are willing to contract those services - the County may even be willing to continue this role.*

**Q: What changes would residents see if the City went with the hybrid model?**

*A: The residents would not really notice any change at all and the goal would be that the transition be as seamless as possible. Over time, we believe the City will be able to hire the additional officers needed to maintain or improve the police services provided to Oakley residents.*

**Q: What will happen to Bethel Island? Aren't they served by the Sheriff's Office?**

*A: Bethel Island is not part of the City of Oakley and would not be affected by any decision made by the City Council on this matter.*

**Q: What would be the consequences of not changing the way police services are delivered?**

*A: The fear is that with the rising costs under the current County contract model, the City would not be able to afford the additional police officers that will be needed to maintain or improve the services level in Oakley.*

**Q: Will the transition happen all at once or be phased?**

*A: If the City separated from the County contract, a formal notice would have to be sent to the County and the agreement stipulates a 12 month notice, though the County has indicated that a shorter time period is possible. The 12 months may very well be what is needed for the transition that would involve putting in place various contracts and recruiting and hiring personal. You could use the term "phases" to describe the various steps the City will need to take within the 12-month period to ensure a smooth transition, but ultimately the transition would occur on a single to be determined date.*

**Q: How will the City ensure a smooth transition of technology and communications services?**

**A:** *As described above, the City would use the 12-month transition period to ensure the City is ready for the transition. The City already purchases, maintains and replaces the radios and computers used by the Department. New software or equipment to accommodate changes in contractors or services being brought in-house would be purchased, installed, and tested prior to the switchover date, and staff would be trained in their use, in advance of the switch over. The contract for dispatch services would be finalized early on in the transition period though would not be effective until the switch over.*

**Q: Will the savings be earmarked for increasing police staff or will it go into the General Fund?**

**A:** *The savings would go into the General Fund, and decisions on how to use the savings would be the City Council's through the public budget deliberations. We have already identified where some near term needs are for additional police staffing and we believe those would be the highest priorities. The savings could also be used for other priorities over time. While public safety is arguably the highest priority of City services, there are no promises currently being made to earmark these savings to any one type of expenditure or priority. For example, each year, when determining budget priorities, rather than using these savings solely for additional police staff, the City Council could allocate additional funds towards additional roadway maintenance, additional security cameras, radar signs, message trailers, neighborhood traffic calming measures, non-sworn police services officers, additional emphasis on neighborhood watch and similar programs, an expanded volunteer program, Community Emergency Response Team (CERT) training, or emergency preparedness efforts, all of which enhance public safety, but are generally performed by civilian staff or other City departments.*

**Q: With roughly 30 different areas of service examined by City staff, are budgets and contracted vs. in-house costs for each area examined available for review?**

**A:** *Estimates have been made for each of the identified areas, however, final agreements have not been reached and won't be unless direction is provided to move forward with the separation. The largest budget item is the staffing cost and those costs have been estimated but not finalized due to the required meet and confer negotiation process with the employees. Within a couple of months, a formal budget should be ready for the City Council's review and consideration during a public meeting.*

**Q: Does the City have adequate office space to handle increases in staffing?**

**A:** *Yes, there is expansion space within City Hall for the Police Department.*

**Q: What would the staffing levels be under the City hybrid model?**

**A:** *While adjustments could be made to specific titles and functions, the proposed organizational chart adds one additional police officer overall and one additional Police Services Assistant. The Department structure also includes two Lieutenant positions that currently do not exist in the County structure, and some non-sworn staff to help with administration and records. The proposed organizational chart can be viewed on the City's website at [www.oakleyinfo.com](http://www.oakleyinfo.com) There are impacts to other City departments (primarily Human Resources, Finance and Legal) with the City hybrid model and those estimated costs have been included in the analysis.*

**Q: What about the 4850 workers compensation injury costs that are incurred if police officers are hurt while in the line of duty and cannot return to work in a timely manner?**

**A:** We have accommodated in our cost estimates for the 4850 Workers Compensation injuries. The proposal is to set up a self-retention fund that would have funds available in the unfortunate situation of a longer-term injury.

**Q: What are the estimated cost savings if the City left the County contract?**

**A:** *Current and conservative estimates are that the City would save about \$600,000 per year under the City hybrid model. Initial transition costs are estimated to be about \$600,000, so it would be just one year to recover these one-time transition costs. Thereafter, the City Council could determine to utilize these savings to hire additional officers and/or provide other important community services.*

**Q: Would any additional taxes or fees be charged if the City left the County contract?**

**A:** *As stated above, the City hybrid model is expected to cost significantly less than the County model, so no additional taxes or fees are proposed. In fact, making the transition could very well avoid the need for additional taxes to pay for the additional police officers that will be needed over time. (Many cities have asked voters to increase sales tax or add a parcel tax for police services. This has not been contemplated and one reason for a transition would be to help avoid the need for additional taxes). There are police assessments currently charged to new development, and they have increased over the years, as they are indexed to the changes in County costs; future increases to those assessments are expected to be much smaller under the City hybrid model.*

**Q: What about helicopter and other police-related services that the County currently provides to Oakley?**

**A:** *They would all continue, without change. The Air Command Unit (helicopter) and Marine Patrol are two examples of services the County provides at no direct cost to all law enforcement agencies in the County (all residents in the County pay taxes to the County to help cover these costs). There are other mutual aid services that are provided at no-cost, and of course, other regional programs and services that the City currently participates in for a fee, all of which would continue, without change.*

**Q: Why consider the transition now and is time of the essence?**

**A:** *The Study has been ongoing now for over a year and there has not been any rush; however, the estimated cost savings are significant enough that further delays would only cost the City more money and potentially delay the time within which the City can add officers to match the City's growth. If the decision were made to leave the County contract, it is estimated that the transition time would be 12-14 months.*